

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thompson Handcuffs Corporation		07/26/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	CSI-Penn Arms, LLC
Street Address:	388 Kinsman Road
City:	Jamestown
State/Country:	PENNSYLVANIA
Postal Code:	16134
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3208908	COLORCODR
Registration Number:	3435550	GETTAGRIP
Registration Number:	3355743	GORCOTE
Registration Number:	3412113	POSITIVE CLICKBAK
Registration Number:	2318813	SPEEDKEY
Serial Number:	85073542	PICKSHIELD XLS
Serial Number:	85009047	TRI-MAX

CORRESPONDENCE DATA

Fax Number: (646)728-2841
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212.596.9000
 Email: trademarks@ropesgray.com
 Correspondent Name: Christopher C. Henry
 Address Line 1: Ropes & Gray LLP
 Address Line 2: 1211 Avenue of the Americas

CH \$190.00 3208908

Address Line 4: New York, NEW YORK 10036-8704

ATTORNEY DOCKET NUMBER: 107240-0001

NAME OF SUBMITTER: Christopher C. Henry

Signature: /Christopher C. Henry/

Date: 11/01/2010

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of July 26, 2010 and is made from Thompson Handcuffs Corporation, an Illinois corporation ("Assignor"), to CSI-Penn Arms, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor has adopted and used and is using in commerce the trademarks set forth in the attached Schedule 1 (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of July 26, 2010, by and among Assignor and Assignee and certain other parties, Assignor wishes to transfer to Assignee, and Assignee wishes to acquire from Assignor, the Trademarks and the goodwill associated with such Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee of its rights, title and interests in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Trademarks, and all records and files relating to said Trademarks.

Assignor shall, without charge to Assignee, sign all documents, provide all testimony and, in general, do all lawful things reasonably requested of it by Assignee to carry out and fulfill the purposes and intent of this Trademark Assignment.

In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under the preceding paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

Assignor represents and warrants that: (i) Assignor has all rights necessary to make the assignment herein; (ii) Assignor has not assigned any right, title or interest in the rights assigned herein to any person or entity other than the Assignee; and (iii) this assignment does not conflict with any other agreement or other instrument to which Assignor is bound.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and the applicable foreign authorities to record this Trademark Assignment to Assignee.

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TRADEMARK

REEL: 004308 FRAME: 0786

IN WITNESS WHEREOF, the undersigned has executed, made and delivered this Trademark Assignment under seal as of the date first set forth above.

THOMPSON HANDCUFFS CORPORATION

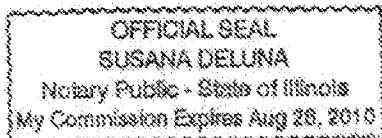
By: [Signature]
Name: Dawn Thompson
Title: OWNER

THE STATE OF ILLINOIS

County of Cook

This instrument was executed before me on this 28 day of July, 2010 by Dawn Thompson (name), the OWNER (title) of Thompson Handcuffs Corporation, an Illinois corporation, on behalf of said corporation.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for
The State of Illinois

Susana De Luna
Printed or Typed Name of Notary

My Commission Expires Aug 28, 2010

Schedule 1

Registered Trademarks:

<u>Mark</u>	<u>Status</u>	<u>Registration Number</u>	<u>Registration Date</u>
COLORCODR		3208908	
GETTAGRIP		3435550	
GORCOTE		3355743	12/18/2007
POSITIVE CLICKBAK		3412113	
SPEEDKEY		2318813	
PICKSHIELDXLS		85073542	6/29/2010
TRI-MAX			

Unregistered Trademarks:

<u>Mark</u>	<u>Status</u>
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