

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/06/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Entity Type		
Kennametal Produktions GmbH & Co. KG			03/15/2011
	LIMITED PARTNERSHIP: GERMANY		
RECEIVING PARTY DATA			
Name:	MSC Services Corp.		
Street Address:	75 Maxess Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
Registration Number:	1328015	HERTEL	
Registration Number:	1090105	HERTEL	
CORRESPONDENCE DATA			
Fax Number:	(212)697-1559		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-696-6140		
Email:	trademark@curtis.com		
Correspondent Name:	Michael R. Graif		
Address Line 1:	101 Park Avenue		
Address Line 2:	34th Floor		
Address Line 4:	New York, NEW YORK 10178		
ATTORNEY DOCKET NUMBER:	054174-001000		
NAME OF SUBMITTER:	Michael R. Graif		

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TRADEMARK
REEL: 004514 FRAME: 0789

Signature:	/Michael R. Graif/
Date:	04/04/2011
Total Attachments: 3 source=Hertel_assignment#page1.tif source=Hertel_assignment#page2.tif source=Hertel_assignment#page3.tif	

U.S. TRADEMARK ASSIGNMENT (NUNC PRO TUNC)

WHEREAS, Kennametal Produktions GmbH & Co. KG, a limited partnership formed under the laws of Germany (the "ASSIGNOR") and MSC Services Corp., a New York Corporation (the "ASSIGNEE"), have agreed to the assignment, effective nunc pro tunc as of April 6, 2009 (the "Effective Date"), by ASSIGNOR to ASSIGNEE of certain United States registered and unregistered trademarks as identified on the attached Appendix A (the "Trademarks"), which is incorporated herein by reference (ASSIGNOR and ASSIGNEE together, the "Parties");

WHEREAS, ASSIGNOR was the owner of the Trademarks on the Effective Date;

WHEREAS, ASSIGNOR desires to assign the Trademarks to ASSIGNEE nunc pro tunc as of the Effective Date in consideration for ASSIGNEE having purchased certain inventory from an affiliated company of ASSIGNOR;

WHEREAS, ASSIGNEE is desirous of acquiring, nunc pro tunc as of the Effective Date, the Trademarks, together with the goodwill of the business symbolized by the Trademarks; and

WHEREAS, the Parties desire that this U.S. Trademark Assignment (nunc pro tunc), together with the accompanying Foreign Trademark Assignment (nunc pro tunc) of even date herewith, be effective nunc pro tunc as of the Effective Date,

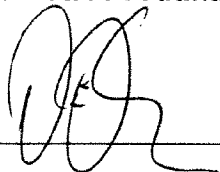
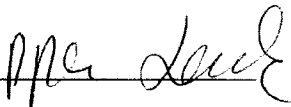
NOW THEREFORE, for the consideration referenced above together with the sum of Ten Dollars (\$10.00) and other consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over unto ASSIGNEE, effective nunc pro tunc as of the Effective Date, all of ASSIGNOR's right, title and interest in and to the Trademarks on the Effective Date, together with any and all claims, demands or rights of action which ASSIGNOR has or might have by reason of any infringement of the Trademarks prior to the Effective Date, and together with the right to prosecute such claims, demands or rights of action, and to retain any recovery obtained thereby.

ASSIGNOR represents and warrants to ASSIGNEE that as of the Effective Date and thereafter, the Trademarks are all the trademarks ASSIGNOR owns with respect to the HERTEL brands except for the "8-sided FIX-Perfect logo with HERTEL".

ASSIGNOR hereby agrees to sign all documents reasonably requested and necessary to record, register and perfect the rights conveyed herein without charge to ASSIGNEE. ASSIGNEE hereby agrees to grant licenses to use the Trademarks to certain customers of ASSIGNOR who are presently using the same. ASSIGNEE hereby accepts all of the ASSIGNOR's right, title and interest in and to the Trademarks, together with the goodwill of the business represented by the Trademarks, conveyed herein and ASSIGNEE shall have the sole right to record or register the rights conveyed herein and shall bear any and all costs associated therewith.

German law shall be applicable to this agreement. The place of jurisdiction shall be Nuremberg, Germany.

Kennametal Produktions GmbH & Co. KG

By:  

Name: Harald Männlein
Managing Director

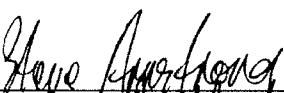
Dr. Thomas Lask
Prokurist

Date: March 15, 2011

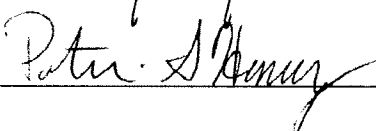
Witnessed: 
Waltraud Escobar / Assistant

MSC Services Corp.

By: 

Name: 
Title: Uice President

Date: 3/30/11

Witnessed: 

Appendix A

<u>Mark</u>	<u>Country</u>	<u>Reg.No.</u>
HERTEL	United States	1328015
HERTEL	United States	1090105