

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--------------------------------------------------------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kindt-Collins Company | | 11/30/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | M. Argueso & Co., Inc. | | |
| Street Address: | 2817 McCracken Street | | |
| City: | Muskegon | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 49441 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1644863 | MASTER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (216)621-4072 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 216-621-2234 | | |
| Email: | jwolfe@tarolli.com | | |
| Correspondent Name: | John R. Hlavka | | |
| Address Line 1: | 1300 East Ninth Street | | |
| Address Line 2: | Suite 1700 | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| ATTORNEY DOCKET NUMBER: | PAK-191013 US GCM | | |
| NAME OF SUBMITTER: | John R. Hlavka | | |
| Signature: | /John R. Hlavka/ | | |

OP \$40.00 1644863

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**TRADEMARK
 REEL: 004525 FRAME: 0388**

Date:

04/20/2011

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "IP Assignment") is made as of November 30, 2010, from The Kindt-Collins Company LLC, a Delaware limited liability company ("Kindt-Collins" or "Assignor"), in favor of M. Argüeso & Co., Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "Asset Purchase Agreement"), by and among Assignor and Assignee and the other parties thereto, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, all of Assignor's right, title and interest in and to the Acquired Assets; and

WHEREAS, in connection with Assignee's acquisition of the Acquired Assets, Assignee desires to acquire, and Assignor is willing to convey, Assignor's entire right, title and interest in and to the intellectual property assets set forth on Schedule A hereto (the "Intellectual Property Assets").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.
2. **Assignment.** Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, all of Assignor's right, title and interest in, to and under the Intellectual Property Assets, for Assignee's own use and behalf, and for the use and behalf of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment and sale had not been made; and the right to file any action and recover damages by reason of past, present or future infringement, misappropriation, dilution or other unauthorized use of said Intellectual Property Assets, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.
3. **Documentation.** Assignor hereby agrees to execute, acknowledge and deliver to Assignee, all documents, instruments and agreements as may be necessary to make a record with any Governmental Authorities or third parties of, and to otherwise more fully confirm, Assignee's ownership of all right, title and interest in, to and under the Intellectual Property Assets.
4. **Construction.** This IP Assignment is subject in all events to the terms and conditions of the Asset Purchase Agreement and shall not in any way alter any of the rights, obligations and responsibilities of any of the parties to the Asset Purchase Agreement. In the

event of a conflict between the terms of this IP Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

5. **Governing Law.** This IP Assignment shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principles of conflicts of laws thereof. The parties hereto agree that any disputes which may arise out of this IP Assignment which relate to either party's rights and/or obligations hereunder shall be resolved in accordance with the provisions of the Asset Purchase Agreement.

6. **Successors and Assigns.** This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Amendment.** This IP Assignment cannot be amended, waived or terminated except by a writing signed by both Assignor and Assignee.

8. **Severability.** If any provision of this IP Assignment shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this IP Assignment shall not be affected and shall remain in full force and effect.

9. **Counterparts.** This IP Assignment may be executed and delivered in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile or other copy of a signature shall be deemed an original for purposes of this IP Agreement.

Signature pages follow.

IN WITNESS WHEREOF, Assignor has caused this IP Assignment to be duly executed as of the first date above written to be effective as of such date.

ASSIGNOR:

THE KINDT-COLLINS COMPANY LLC

By: 

Name: Jon A. Lindseth

Title: Chairman & Chief Executive Officer

[Signature Page to IP Assignment]

Schedule A
Intellectual Property Assets

1. Patents

| Description | Number | Issuance Date | Expires | Owner | Inventor |
|-------------------------------------------------------------------|-----------|---------------|-----------|---------------|---------------|
| Filler Material and Wax Composition for Use in Investment Casting | 6,485,553 | 11/26/2002 | 2/27/2023 | Kindt-Collins | Paul A. Guinn |

2. Trademarks

| Mark | Serial/Reg. Number | Date of Registration | Expires | Owner |
|----------------------------------------|--------------------|----------------------|------------|---------------|
| BATCH-TO-BATCH CONSISTENCY IS OUR GOAL | 77-225294 | 9/16/2008 | 9/16/2018 | Kindt-Collins |
| MASTER | 73-746831 | 5/21/1991 | 5/21/2011 | Kindt-Collins |
| KINCOTE | 73-746840 | 4/18/1989 | 4/18/2019 | Kindt-Collins |
| MOLD-A-WAX | 73-253507 | 7/13/1982 | 7/13/2012 | Kindt-Collins |
| FERRIS (Stylized) | 73-253471 | 7/26/1983 | 7/26/2013 | Kindt-Collins |
| FILE-A-WAX | 73-253440 | 5/10/1983 | 5/10/2013 | Kindt-Collins |
| FOUNDRY-KOTE | 73-044105 | 9/28/1976 | 9/28/2016 | Kindt-Collins |
| HT-260 (Stylized) | 72-021553 | 11/18/1958 | 11/18/2018 | Kindt-Collins |
| KINCO | 73-799864 | 3/13/1990 | 3/13/2010 | Kindt-Collins |
| DYNA-CAST (OH TM) | TM10022 | 3/28/1983 | 3/28/2013 | Kindt-Collins |

3. Copyrights

| Title | Copyright Number | Date of Registration | Owner |
|-------------------------------------------------------------|------------------|----------------------|---------------|
| Pattern shop machinery; catalog. | CSN0077502 | 1988 | Kindt-Collins |
| Pattern shop tools : catalog A, section 2. | TX0002288865 | 1988 | Kindt-Collins |
| Catalog A index, introduction master index. | TX0002298595 | 1988 | Kindt-Collins |
| Ceras de Master. | TX0003317511 | 1991 | Kindt-Collins |
| Cires de Master. | TX0003317512 | 1991 | Kindt-Collins |
| Introduction master index : catalog U, index. | TX0002294382 | 1984 | Kindt-Collins |
| Pattern shop and foundry supplies : catalog A, section 1. | TX0002288529 | 1987 | Kindt-Collins |
| Pattern shop and foundry supplies : catalog U, section 100. | TX0002294383 | 1984 | Kindt-Collins |
| Pattern shop machinery : catalog U, section 300. | TX0002294381 | 1984 | Kindt-Collins |
| Pattern shop tools : catalog U, section 200. | TX0002294380 | 1984 | Kindt-Collins |
| [Wachse von Master] | TX0003219330 | 1991 | Kindt-Collins |
| Waxes From the Master. | TX0003124213 | 1991 | Kindt-Collins |

4. Domain Names

| Name | Registrant | Expires |
|-----------------------|-------------------|-----------|
| www.kindt-collins.com | Kindt-Collins Co. | 10/9/2013 |

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