

TRADEMARK ASSIGNMENT

Electronic 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
Toolmex Corporation		01/05/2011	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Fabrika Przyrzadzow i Uchwytow "Bison-Bial" S.A.
Street Address:	Ul. Lakowa, 3
City:	Bialystok
State/Country:	POLAND
Postal Code:	15-950
Entity Type:	CORPORATION: POLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1590549	BISON

CORRESPONDENCE DATA

Fax Number: (908)725-7088
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9087225640
 Email: officeactions@br-tmlaw.com
 Correspondent Name: Stephen L. Baker
 Address Line 1: 575 Route 28
 Address Line 2: Suite 102
 Address Line 4: Raritan, NEW JERSEY 08869

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:

900189854

**TRADEMARK
 REEL: 004525 FRAME: 0798**

OP \$40.00 1590549

Address Line 4:

NAME OF SUBMITTER:

Ryan A. McGonigle

Signature:

/Ryan A. McGonigle/

Date:

04/20/2011

Total Attachments: 5

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GLOBAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS GLOBAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made and entered into as of January __, 2011 ("Effective Date") by and between **TOOLMEX CORPORATION**, an Massachusetts corporation, with its principal office at 1075 Worcester Road, Natick, Massachusetts 01760 USA ("Assignor") and **FABRYKA PRZYRZADÓW I UCHWYTÓW, "BISON-BIAL," S.A.**, a Polish Joint Stock company with its principal office at Ul. Łakowa, 3, 15-950 Białystok Poland ("Assignee").

WHEREAS, the Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor all intellectual property rights at common law and all rights under statute in and to all Bison-formative trademarks in the name of the Assignor, included but not limited to those listed in Schedule "A", (collectively, the "Marks").

WHEREAS, in furtherance of a separate agreement between the parties, Assignor represents and warrants that the registrations and applications listed in Schedule "A" is a complete list of Bison-formative marks filed by or in the name of Assignor.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks in all other countries of the world, including, without limitation, the goodwill symbolized by the Marks, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, Canada, Mexico, Brazil, Costa Rica, Venezuela or any other country of the world, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment 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 Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for



Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks in the United States, and the corresponding entities or agencies in any other countries, to record Assignee as the assignee and owner of the Marks.

Assignor will, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively carry out the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction or country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

TOOLMEX CORPORATION

FABRYKA PRZYRZĄDÓW I
UCHWYTÓW, "BISON-BIAL," S.A.

by: _____

Name: Arkadiusz Kielb
Title: President

by: _____

Name: Jacek Latomski
Title: Chief Executive Officer

Name: Gary Greenstein
Title: Treasurer

Name: Dr. Thomas Janusz Bach
Title: Chief Sales Officer

Assignor hereby requests the Commissioner of Patents and Trademarks in the United States, and the corresponding entities or agencies in any other countries, to record Assignee as the assignee and owner of the Marks.

Assignor will, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively carry out the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction or country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

TOOLMEX CORPORATION

by:

Name: Arkadiusz Kielb
Title: President

Name: Gary Greenstein
Title: Treasurer

FABRYKA PRZYKZADÓW I
UCHWYTÓW, "BISON-BIAŁY" S.A.




by:

Name: Jacek Latomski
Title: Chief Executive Officer




Name: Dr. Thomas Janusz Bach
Title: Chief Sales Officer

SCHEDULE "A"

Trade Mark Registrations and Applications as of January 2011

Trademark	Country	Class(es)	Serial or Registration No.
	United States	007	Reg. No. 1590549
	Canada	N/A	Reg.No. TMA605597
BISON	Canada	N/A	App. No. 1418692
	Brazil	007	App. No. 830149309
BISON	Brazil	007	App. No. 830149198
BISON	Mexico	007	Reg. No. 1136179



	Mexico	007	Reg. No. 1136180
BISON	Costa Rica	007	App. No. 2008-11766
	Costa Rica	007	App. No. 2008-12085
BISON	Venezuela	007	App. No. 23040/08
	Venezuela	007	App. No. 23529/08

Handwritten signature or initials