

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
M. Argueso & Co., Inc.		04/29/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Freeman Manufacturing & Supply Company
Street Address:	1101 Moore Road
City:	Avon
State/Country:	OHIO
Postal Code:	44011
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	73746831	MASTER
Serial Number:	73746840	KINCOTE
Serial Number:	73253507	MOLD-A-WAX
Serial Number:	73253471	FERRIS
Serial Number:	73253440	FILE-A-WAX
Serial Number:	73044105	FOUNDRY-KOTE
Serial Number:	72021553	HT-260
Serial Number:	73799864	KINCO

CORRESPONDENCE DATA

Fax Number: (216)621-4072
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 216-621-2234
 Email: jwolfe@tarolli.com
 Correspondent Name: John R. Hlavka
 Address Line 1: 1300 East Ninth Street

OP \$215.00 73746831

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/
Date:	05/12/2011

Total Attachments: 4
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "IP Assignment") is made as of April 29, 2011, from M. Argüeso & Co., Inc., a Delaware corporation ("Assignor"), in favor of The Freeman Manufacturing & Supply Company, an Ohio 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, Assignor has agreed to sell, transfer, convey and assign to Assignee, all of Assignor's right, title and interest in and to the Purchased Assets; and

WHEREAS, in connection with Assignee's acquisition of the Purchased 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 "Business IP").

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 Business IP, 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 Business IP, 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 Business IP.
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 Delaware, 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:

M. ARGÜESO & CO., INC.

By: David A. Pekala
Name: DAVID A. PEKALA
Title: President

[Signature Page to IP Assignment]

Schedule A
Intellectual Property Assets

Trademarks

Mark	Serial/Reg. Number	Date of Registration	Expires	Owner
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

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

Trade Secrets

Product formulations will be transferred from Seller to Buyer electronically following Closing in a format agreeable to the Buyer.

Additional Intellectual Property

1. "Like Nu" - Seller uses this designation on some of its reclaimed wax products.
2. Seller will advise Buyer as to the software program used for access of MSDS and Certificates of Analysis. Buyer will evaluate its purchase of this program to facilitate access of Seller MSDS and Certificates of Analysis in Seller's current format.
3. Seller will provide printed versions of MSDS to Buyer for Transition Period customer order fulfillment.

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