

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT																										
EFFECTIVE DATE:	04/06/2009																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Kennametal Inc.</td> <td></td> <td>02/02/2010</td> <td>CORPORATION: PENNSYLVANIA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Kennametal Inc.		02/02/2010	CORPORATION: PENNSYLVANIA																
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CORRESPONDENCE DATA																											
<p>Fax Number: 2126971559</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: (212) 696-6140</p> <p>Email: MGraif@curtis.com</p> <p>Correspondent Name: Michael R. Graif</p> <p>Address Line 1: 101 Park Avenue</p> <p>Address Line 2: 34th Floor</p> <p>Address Line 4: New York, NEW YORK 10178</p>																											
ATTORNEY DOCKET NUMBER:	054174/ATRAX																										
NAME OF SUBMITTER:	Michael R. Graif																										

Signature:	/Michael R. Graif/
Date:	05/09/2012
Total Attachments: 3 source=img-311133741-0001#page1.tif source=img-311133741-0001#page2.tif source=img-311133741-0001#page3.tif	

## **U.S. TRADEMARK ASSIGNMENT (NUNC PRO TUNC)**

WHEREAS, Kennametal, Inc., a Pennsylvania corporation (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 from ASSIGNOR approximately \$1.3 million in product evidenced by, among others, MSC Purchase Orders 3165249, 3165259, 3165267, 3165269 and 3165274;

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, and that any assignment of the Trademarks signed by ASSIGNOR after the Effective Date be annulled and superseded by this U.S. Trademark Assignment (nunc pro tunc) and the accompanying Foreign Trademark Assignment (nunc pro tunc) of even date herewith.

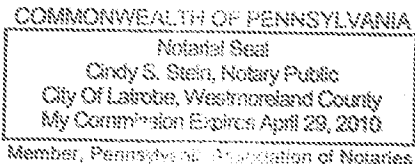
**NOW THEREFORE**, for the consideration referenced above, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over unto ASSIGNEE, effective nunc pro tunc as of the Effective Date, all of ASSIGNOR's right, title and interest in and to the Trademarks 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. This U.S. Trademark Assignment (nunc pro tunc) and the Foreign Trademark Assignment (nunc pro tunc) of even date herewith supersedes all assignments of the Trademarks granted by the ASSIGNOR after the Effective Date, all of which is hereby annulled and voided. Without limiting the generality of the

foregoing, the Assignment dated April 7, 2009 by ASSIGNOR to ASSIGNEE of the Trademarks is hereby annulled and voided in favor of this U.S. Trademark Assignment (nunc pro tunc) and the accompanying Foreign Trademark Assignment (nunc pro tunc) of even date herewith.

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 ATRAX and HERTEL brands.

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.

KENNAMETAL, INC.



By: Bernie McManis  
Name: Bernie McManis  
Title: VP Marketing  
Date: 2-2-10

STATE OF PENNSYLVANIA

ss.:

COUNTY OF Westmoreland

Before me, a Notary Public in and for said County and State personally appeared the above named Kennametal, Inc. by Bernie McManis, its \_\_\_\_\_ who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereinto set my hand and official seal at Latrobe, Pennsylvania, this 11 day of February, 2010

Cindy S. Stein  
Notary Public

Appendix A

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>
ATRAX	United States	2555436
HERTEL	United States	1328015
HERTEL	United States	1090105