

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/25/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fastener Distribution and Marketing Company, Inc.		05/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Precision Aerospace Components, Inc.
Street Address:	2200 Arthur Kill Road
City:	Staten Island
State/Country:	NEW YORK
Postal Code:	10309
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2623416	GFI
Registration Number:	2630265	GATEWAY FASTENERS, INC.
Registration Number:	2584027	FASTENER DISTRIBUTION AND MARKETING COMPANY, INC.
Registration Number:	2638418	FDMC
Registration Number:	2630266	CREATIVE ASSEMBLY SYSTEMS, INC.
Registration Number:	2634198	CAS
Registration Number:	2641820	AMC
Registration Number:	2630267	AERO-MISSILE COMPONENTS, INC.

CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**TRADEMARK**

*via US Mail.*

Email: lindsay.rodman@leclairryan.com  
Correspondent Name: Jeffrey A. Sherry, Esq.  
Address Line 1: c/o LeClairRyan  
Address Line 2: 1037 Raymond Blvd. 16th Fl.  
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	23448.0004
NAME OF SUBMITTER:	Jeffrey A. Sherry, Esq.
Signature:	/Jeffrey A. Sherry/
Date:	06/04/2012

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of May 25, 2012, is between **FASTENER DISTRIBUTION AND MARKETING COMPANY, INC.** (f/k/a **FDMC HOLDINGS, INC.**), a Delaware corporation, ("Assignor") and **PRECISION AEROSPACE COMPONENTS, INC.**, a Delaware corporation ("Assignee"), and is delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement by and among Fastener Distribution and Marketing Company, Inc., a Delaware corporation, Aero-Missile Components, Inc., a Pennsylvania corporation, Creative Assembly Systems, Inc., an Ohio corporation, Apace Acquisition I, Inc., a Delaware corporation, Apace Acquisition II, Inc., a Delaware corporation and the Assignee dated as of May 25, 2012 (the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

## BACKGROUND STATEMENT

Assignor is the owner of the trademark registrations set forth on **Appendix A** attached hereto (the "Marks"). Assignor desires to assign, and Assignee is purchasing, all rights that Assignor has in and to the Marks, together with the goodwill of the business represented by the Marks, pursuant to the Purchase Agreement, for the consideration and on the terms set forth herein.

## STATEMENT OF AGREEMENT

For good and valuable consideration more specifically described in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's right, title and interest in and to the Marks in the United States and throughout the world, together with any common law rights relating to the Marks and the goodwill of the business symbolized by and associated the Marks, along with (a) all income, royalties and payments now or hereafter due or payable in respect thereto, and (b) the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present or future claims of infringement or dilution of, or damage or injury to, the Marks or such goodwill symbolized by and associated therewith.

2. No Modification. This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in the Purchase Agreement, including the representations and warranties relating to the Marks.

[Signatures continued on following page]



IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

**FASTENER DISTRIBUTION AND  
MARKETING COMPANY, INC. f/k/a FDMC  
HOLDINGS, INC.**

By: \_\_\_\_\_  
Richard McVaugh, President, Treasurer &  
Secretary

STATE OF )  
 )  
COUNTY OF )

This \_\_\_ day of \_\_\_\_\_, 2012 before me personally came the above-named \_\_\_\_\_, to me personally known as the individual who executed the foregoing assignment on behalf of Fastener Distribution and Marketing Company, Inc. who has acknowledged to me that he, as \_\_\_\_\_ of Fastener Distribution and Marketing Company, Inc. being authorized to do so, signed and sealed the same on behalf of Fastener Distribution and Marketing Company, Inc., for the purposes therein set forth.

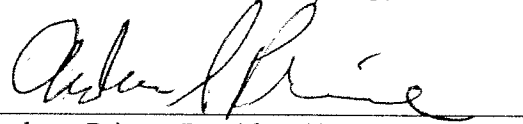
(SEAL)

\_\_\_\_\_  
Notary Public

**ACCEPTANCE**

Assignee hereby declares that it has accepted the foregoing assignment as of the date first written above.

**PRECISION  
AEROSPACE COMPONENTS, INC.**

By:   
Andrew Prince, President/CEO

STATE OF )  
 )  
COUNTY OF Essex )

This 24th day of May, 2012 before me personally came the above-named Andrew Prince, to me personally known as the individual who executed the foregoing assignment on behalf of Aerospace Components, Inc. who has acknowledged to me that he, as President and Chief Executive Officer of Precision Aerospace Components, Inc., being authorized to do so, signed and

sealed the same on behalf of Precision Aerospace Components, Inc., for the purposes therein set forth.  
(SEAL)

*Jeffrey A. Flory*  
~~Notary Public~~ Attorney at Law, State of NJ

## APPENDIX A

U.S. Trademarks			
Trademark / Logo	Status/Status Date	Serial/Reg. No.	Registration Date
1. GFI (and Design) 	CANCELLED – Section 8 - May 16, 2009	76-159767 2,623,416	September 24, 2002
2. GATEWAY FASTENERS, INC. <small>GATEWAY FASTENERS, INC.</small>	CANCELLED – Section 8 - May 16, 2009	76-159768 2,630,265	October 8, 2002
3. FASTENER DISTRIBUTION AND MARKETING COMPANY, INC. <small>FASTENER DISTRIBUTION AND MARKETING COMPANY, INC.</small>	CANCELLED – Section 8 - March 21, 2009	76-159769 2,584,027	June 18, 2002
4. FDMC(and Design) 	CANCELLED – Section 8 - May 30, 2009	76-159770 2,638,418	October 22, 2002
5. CREATIVE ASSEMBLY SYSTEMS, INC. <small>CREATIVE ASSEMBLY SYSTEMS, INC.</small>	CANCELLED – Section 8 - May 16, 2009	76-159771 2,630,266	October 8, 2002
6. CAS (and Design) 	CANCELLED – Section 8 - May 23, 2009	76-159772 2,634,198	October 15, 2002
7. AMC (and Design) 	CANCELLED – Section 8 - June 6, 2009	76-159773 2,641,820	October 29, 2002
8. AERO-MISSILE COMPONENTS, INC. <small>AERO-MISSILE COMPONENTS, INC.</small>	CANCELLED – Section 8 - May 16, 2009	76-159774 2,630,267	October 8, 2002