

## 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                        |
| NAP TOOLS LLC   |  | 07/31/2012     | LIMITED LIABILITY COMPANY: INDIANA |
| RECEIVING PARTY DATA  |  |                |                                    |
| Name:   | NAP ASSET HOLDINGS LTD.                      |                |                                    |
| Street Address:   | 1180 Wernsing Road                           |                |                                    |
| City:   | Jasper                                       |                |                                    |
| State/Country:  | INDIANA                                      |                |                                    |
| Postal Code:  | 47546  |                |                                    |
| Entity Type:  | CORPORATION: DELAWARE                        |                |                                    |
| PROPERTY NUMBERS Total: 6   |  |                |                                    |
| Property Type   | Number                                       | Word Mark      |                                    |
| Registration Number:  | 3361978                                      | NG NAP GLADU   |                                    |
| Registration Number:  | 3361975                                      | NAP GLADU      |                                    |
| Registration Number:  | 3361972                                      | NAP GLADU      |                                    |
| Registration Number:  | 3361970                                      | NG NAP GLADU   |                                    |
| Registration Number:  | 3023357                                      | NAPTOOLS       |                                    |
| Registration Number:  | 2361535                                      | SIDEWINDER     |                                    |
| CORRESPONDENCE DATA   |  |                |                                    |
| Fax Number:   | 4122810717                                   |                |                                    |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                |                                    |
| Phone:  | 412-454-5000                                 |                |                                    |
| Email:  | burtnerj@pepperlaw.com                       |                |                                    |
| Correspondent Name:   | Pepper Hamilton LLP                          |                |                                    |
| Address Line 1:   | 500 Grant Street                             |                |                                    |
| Address Line 2:   | Suite 5000                                   |                |                                    |

OP \$165.00 3361978

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 134896.15

NAME OF SUBMITTER: Jody L. Burtner, Senior Paralegal

Signature: /Jody L. Burtner/

Date: 08/06/2012

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

WHEREAS, NAP Tools LLC, a limited liability company organized under the laws of the Indiana, U.S., and having an address at 1180 Wernsing Road, Jasper, Indiana and Gladu Tools G.P., a Quebec partnership and having an address at 2115 St. Césaire Street, Marieville, Quebec J3M 1E5, hereafter referred to collectively as “Assignor”, owns certain Intellectual Property, as this term is defined in the Asset Purchase Agreement dated July 12, 2012, executed by the parties herein (hereinafter the “Asset Purchase Agreement”, including trademarks, service marks, trade names, service names, designs and slogans, and the goodwill of the business symbolized thereby, and applications and registrations therefor, (hereinafter collectively the “Trademarks”), including, but not limited to, those identified in Schedule “A” attached hereto;

AND WHEREAS, NAP Asset Holdings Ltd., a corporation incorporated under the laws of the State of Delaware, U.S., and having an address at 1180 Wernsing Road, Jasper, Indiana 47546, hereafter referred to as “Assignee”, is desirous of acquiring all right, title and interest in and to the Trademarks, and in any extensions thereof;

AND WHEREAS the Assignor, in accordance with the Asset Purchase Agreement, has agreed to sell, assign, transfer and convey such rights unto Assignee for the said Trademarks.

NOW THEREFORE in consideration of the payment to the Assignor by the Assignee of the sum of ONE DOLLAR (\$1.00) in the lawful money of the United States of America and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor does hereby sell, assign, transfer and convey unto the Assignee all of the right, title and interest in and to the Trademarks, including, but not limited to, those identified in Schedule “A” attached hereto, including the goodwill associated therewith, and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer and conveyance not been made.

The Assignor hereby further agrees, undertakes and covenants that they will sign or execute such further documents, assurances, applications, instruments or any other writing that may be requested by the Assignee or their legal representatives that are reasonably necessary to obtain or register any Trademarks therein in order that all of their right, title and interest in the same may be vested in the Assignee. Assignor consents and authorizes Assignee or Assignee’s designee to file and record Assignment as necessary to perfect title in Assignee.

This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.

This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and undertakings of every nature between the parties hereto relating to

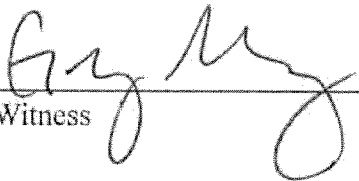
the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.


This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

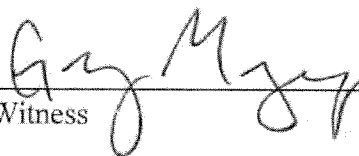
*[signatures appear on following page]*


Assignee hereby accepts this Assignment of Trademarks.

Executed at St. Louis, MO on July 31, 2012.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Assignor: NAP Tools LLC  
Name: Donald C. Metzger  
Title: President

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Assignor: Gladu Tools G.P. by its general  
manager NAP Tools ULC  
Name: Donald C. Metzger  
Title: President

Executed at \_\_\_\_\_, \_\_\_\_\_ on July \_\_\_\_, 2012.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Assignee: NAP Asset Holdings Ltd.  
Name: Dan Cook  
Title: Chief Restructuring Officer

**NOTARIZATION REQUIRED**

*Signature Page to Trademark Assignment*

**TRADEMARK  
REEL: 004837 FRAME: 0035**

Assignee hereby accepts this Assignment of Trademarks.

Executed at \_\_\_\_\_, \_\_\_\_\_ on July \_\_\_\_, 2012.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Assignor: NAP Tools LLC  
Name: Donald C. Metzger  
Title: President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Assignor: Gladu Tools G.P., by its general  
manager NAP Tools ULC  
Name: Donald C. Metzger  
Title: President

Executed at Jasper, IN on July 26, 2012.

Lita Lynn Magala  
Witness

Dal  
Assignee: NAP Asset Holdings Ltd.  
Name: Dan Cook  
Title: Chief Restructuring Officer

**NOTARIZATION REQUIRED**

*Signature Page to Trademark Assignment*

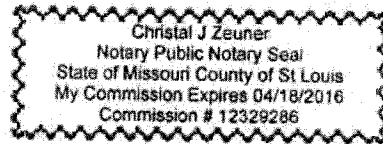
**TRADEMARK  
REEL: 004837 FRAME: 0036**

STATE OF Missouri :  
 : SS  
COUNTY OF St. Louis :

On this 30<sup>th</sup> day of July, 2012, before me, the undersigned officer, personally appeared, Donald C. Metzger who acknowledged himself/herself to be the President of NAP Tools LLC, an Indiana limited liability company, and that he/she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as President.

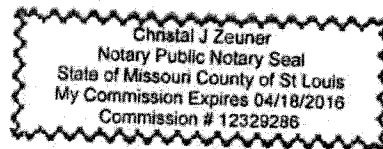
Christal J Zeuner  
Notary Public

STATE OF Missouri :  
 : SS  
COUNTY OF St. Louis :



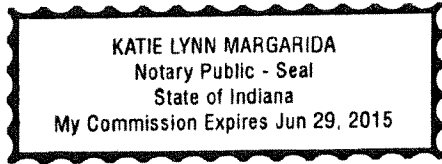
On this 30<sup>th</sup> day of July, 2012, before me, the undersigned officer, personally appeared, Donald C. Metzger who acknowledged himself/herself to be the President of NAP Tools ULC, the general manager of Gladu Tools G.P., a Quebec partnership, and that he/she as such President of the general manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as President of the general manager.

Christal J Zeuner  
Notary Public



STATE OF IN :  
 :  
COUNTY OF Dubois : SS

On this 26 day of July, 2012, before me, the undersigned officer, personally appeared, Dan Cook who acknowledged himself/herself to be the Chief Restructuring Officer of NAP Asset Holdings Ltd., a Delaware corporation, and that he/she as such Chief Restructuring Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Chief Restructuring Officer.



Katie Lynn Margarida  
Notary Public



**SCHEDULE "A"**

**TRADEMARKS**

**Registered Marks**

| <b>COUNTRY</b> | <b>MARK</b>  | <b>REG. NO.</b> | <b>APP. NO.</b> | <b>OWNER</b>      |
|----------------|--------------|-----------------|-----------------|-------------------|
| United States  | NG NAP GLADU | 3,361,978       | 77/160078       | Nap Tools, LLC    |
| United States  | NAP GLADU    | 3,361,975       | 77/160078       | Nap Tools, LLC    |
| United States  | NAP GLADU    | 3,361,972       | 77/160050       | Nap Tools, LLC    |
| United States  | NAP GLADU    | 3,361,970       | 77/160030       | Nap Tools, LLC    |
| Canada         | NAPTOOLS     | TMA643466       | 1233109         | Nap Tools, LLC    |
| United States  | NAPTOOLS     | 3,023,357       | 78/455,597      | Nap Tools, LLC    |
| United States  | SIDEWINDER   | 2,361,535       | 75/576,208      | Nap Tools, LLC    |
| United States  | PROCENTRIX   | 3,451,680       | 76/424,370      | Gladu Tools, G.P. |
| Canada         | PROCENTRIX   | TMA643,147      | 1142355         | Gladu Tools, G.P. |