

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
GLADU TOOLS G.P.		07/31/2012	PARTNERSHIP: CANADA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3451680	PROCENTRIX	
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 Streets		
Address Line 2:	Suite 5000		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	134896.15		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
Signature:	/Jody L. Burtner/		

OP \$40.00 3451680

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

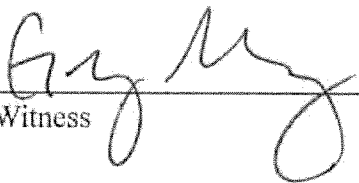
the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

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.

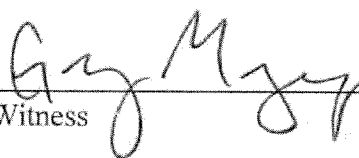
Executed at St. Louis, MO on July 31, 2012.




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: 0056

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.

Lupe Lynn Magala
Witness

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

NOTARIZATION REQUIRED

Signature Page to Trademark Assignment

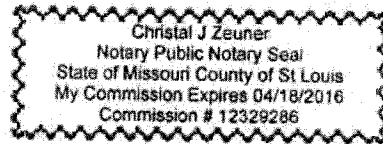
**TRADEMARK
REEL: 004837 FRAME: 0057**

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

On this 30th 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.

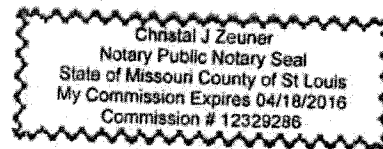
Christal J Zeuner
Notary Public

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



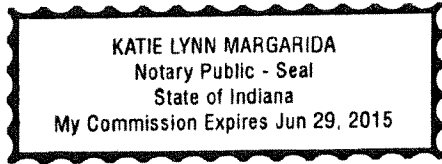
On this 30th day of July, 2012, before me, the undersigned officer, personally appeared, Donald C. Metzger who acknowledged himself/herself to be the President of NAP Tools ULC, the general manager of Gladu Tools G.P., a Quebec partnership, and that he/she as such President of the general manager, being 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 :
 : SS
COUNTY OF Dubois :

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

COUNTRY	MARK	REG. NO.	APP. NO.	OWNER
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.