

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Northstar Aerospace, Inc.		08/23/2012	CORPORATION: ONTARIO
Northstar Aerospace (Canada) Inc.		08/23/2012	CORPORATION: ONTARIO
Northstar Aerospace (USA) Inc.		08/23/2012	CORPORATION: DELAWARE
Northstar Aerospace (Chicago), Inc.		08/23/2012	CORPORATION: DELAWARE
D-Velco Manufacturing of Arizona, Inc. d/b/a Northstar Aerospace - Phoenix		08/23/2012	CORPORATION: ARIZONA

**RECEIVING PARTY DATA**

<b>Name:</b>	Heligear Acquisition Co.
<b>Street Address:</b>	6250 North River Road
<b>City:</b>	Rosemont
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60018
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2856449	NORTHSTAR AEROSPACE
Registration Number:	2880021	NORTHSTAR AEROSPACE
Serial Number:	77966532	PRECISION DRIVEN
Serial Number:	77982786	PRECISION DRIVEN

**CORRESPONDENCE DATA**

Fax Number: 3126095005  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 312-609-7897

CH \$1115.00 2856449

Email: hmill@vedderprice.com  
Correspondent Name: Holly Miller  
Address Line 1: 222 North LaSalle Street - 24th Floor  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	41702.00.0005
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	08/24/2012

**Total Attachments: 8**  
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## ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND TRADEMARKS (this "Assignment") is dated as of August 23, 2012, is by and between **NORTHSTAR AEROSPACE, INC.**, an Ontario corporation ("Northstar"), **NORTHSTAR AEROSPACE (CANADA) INC.**, an Ontario corporation ("Northstar Canada"), **NORTHSTAR AEROSPACE (USA) INC.**, a Delaware corporation ("Northstar USA"), **NORTHSTAR AEROSPACE (CHICAGO), INC.**, a Delaware corporation ("Northstar Chicago"), and **D-VELCO MANUFACTURING OF ARIZONA, INC. d/b/a NORTHSTAR AEROSPACE - PHOENIX**, an Arizona corporation ("Northstar Phoenix"; Northstar, Northstar Canada, Northstar USA, Northstar Chicago and Northstar Phoenix, collectively, the "Assignors"), and **HELIGEAR ACQUISITION CO.**, a Delaware corporation (the "Assignee"). Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Asset Purchase Agreement (as defined below).

**WHEREAS**, the Assignors and the Assignee, among others, are parties to that certain Agreement of Purchase and Sale dated as of June 14, 2012, as amended, restated, modified or supplemented from time to time on or prior to the date hereof (the "Asset Purchase Agreement"), pursuant to which the Assignee has, among other things, agreed to acquire from the Assignors, and the Assignors have agreed to sell to the Assignee, all of the Assignors' rights, title and interest in (i) the patents and patent applications set forth on Attachment I hereto (the "Assigned Patents") and (ii) the trademarks and service marks set forth on Attachment II hereto, including all registrations and applications therefore, all common law rights pertaining thereto, all rights corresponding thereto throughout the world, and all goodwill associated with the foregoing (the "Assigned Marks"; and, together with the Assigned Patents, the "Assigned IP");

**WHEREAS**, the US Bankruptcy Court has approved the Asset Purchase Agreement and entered the US Bankruptcy Sale Order; and

**WHEREAS**, the Canadian Court has approved the Asset Purchase Agreement and entered the Canadian Approval and Vesting Order.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby assign to the Assignee, and the Assignee hereby accepts, the Assignors' entire right, title and interest in and to:

(a) the Assigned Patents and (i) all divisional, continuing, substitute, renewal, reissue and all other patents or applications for patents that are related by any priority claim to any Assigned Patent or relate to the invention of any Assigned Patent that has been or shall be filed by the Assignors and/or has been or shall be issued in the United States and all foreign countries, specifically including the rights to file and prosecute foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States and to have any issuing authority issue any and all United States and foreign patents granted in the future to the Assignee, (ii) all income, royalties, damages, and payments now or hereafter due or payable in respect to the Assigned Patents, and (iii) all causes of action and the right to sue, counterclaim, and recover for past, present, and future infringement of the Assignors' rights in the Assigned Patents, as well as all rights corresponding thereto throughout the world; and

(b) the Assigned Marks and (i) the goodwill of the business symbolized by the Assigned Marks, (ii) all right to apply for and maintain all applications, registrations, or renewals for the Assigned Marks, (iii) all income, royalties, damages, and payments now or hereafter due or payable in respect to the Assigned Marks, and (iv) all causes of action and the right to sue, counterclaim, and recover for past, present, and future infringement of Assignor's rights in the Assigned Marks, as well as all rights corresponding thereto throughout the world.

This Assignment is being delivered pursuant to, and is subject to all of the terms and conditions of, the Asset Purchase Agreement, which shall govern the respective rights of the Assignors, on the one hand, and the Assignee, on the other hand, with respect to the Assigned IP. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, expand, exceed, enlarge or affect the provisions set forth in, or any Person's rights, remedies or obligations under, the Asset Purchase Agreement, it being understood that this Assignment is solely to effect the transfers contemplated by the Asset Purchase Agreement and, if necessary, to provide evidence of such transfers to third parties. Notwithstanding anything contained herein to the contrary, to the extent that any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

Except to the extent otherwise provided for under the US Bankruptcy Sale Order or to the extent the mandatory provisions of federal patent or federal trademark law apply, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State Delaware applicable hereto.

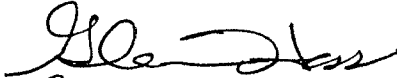
*(Signature page follows.)*

*Signature Page to Assignment of Patents and Trademarks*

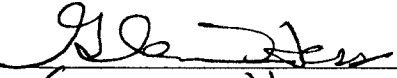
IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patents and Trademarks to be executed and delivered by its duly authorized representative as of the date above first written.

**ASSIGNORS:**

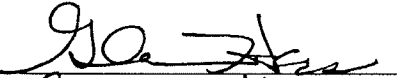
**NORTHSTAR AEROSPACE, INC.**

By:   
Name: GLENN HESS  
Title: PRESIDENT & CEO

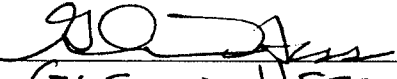
**NORTHSTAR AEROSPACE  
(CANADA) INC.**

By:   
Name: GLENN HESS  
Title: PRESIDENT & CEO

**NORTHSTAR AEROSPACE (USA)  
INC.**

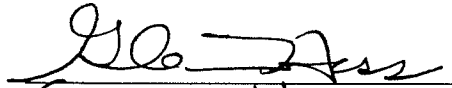
By:   
Name: GLENN HESS  
Title: PRESIDENT & CEO

**NORTHSTAR AEROSPACE  
(CHICAGO), INC.**

By:   
Name: GLENN HESS  
Title: PRESIDENT & CEO

*Signature Page to Assignment of Patents and Trademarks*

**D-VELCO MANUFACTURING OF  
ARIZONA, INC., d/b/a NORTHSTAR  
AEROSPACE (PHOENIX)**

By:   
Name: GLENN HESS  
Title: PRESIDENT & CEO

Acknowledged and Accepted:

**ASSIGNEE:**

**HELIGEAR ACQUISITION CO.**

By: \_\_\_\_\_  
Name: Ian M. Kirson  
Title: Vice President

*Signature Page to Assignment of Patents and Trademarks*

**D-VELCO MANUFACTURING OF  
ARIZONA, INC., d/b/a NORTHSTAR  
AEROSPACE (PHOENIX)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

**ASSIGNEE:**

**HELIGEAR ACQUISITION CO.**

By:   
Name: Ian M. Kirson  
Title: Vice President

CHICAGO/#2338203





**ATTACHMENT I TO  
ASSIGNMENT OF PATENTS AND TRADEMARKS**

Trademarks:

<b>Trademark</b>	<b>Appl. No.</b>	<b>Reg. No.</b>	<b>Country</b>	<b>Status</b>
WINDSOR GEAR & DRIVE INC. & Design	835057	TMA496065	Canada	Registered
RAZOR PERFORMANCE PRODUCTS & Design	835061	TMA496064	Canada	Registered
DERLAN & Design	541948	TMA313882	Canada	Registered
NORTHSTAR AEROSPACE	1473534	TMA789610	Canada	Registered
PRECISION DRIVEN	1476471	n/a	Canada	Pending
NORTHSTAR AEROSPACE	76417951	2856449	United States	Registered
NORTHSTAR AEROSPACE	76417952	2880021	United States	Registered
PRECISION DRIVEN	77966532	n/a	United States	Pending
PRECISION DRIVEN	77982786	n/a	United States	Pending

**ATTACHMENT II TO  
ASSIGNMENT OF PATENTS AND TRADEMARKS**

US Patents/Applications

<b>Patent/Publication Number</b>	<b>Title</b>	<b>Status</b>
US2008/0268750	Apparatus for Manufacturing a Face Gear	Pending
U.S. Patent No. 6,390,894	Face Gear Manufacturing Method and Apparatus	Issued

Canada Patents/Applications

<b>Patent/Publication Number</b>	<b>Title</b>	<b>Status</b>
CA 2,581,724	Method and Apparatus for manufacturing face gear	Issued
CA 2,292,857	Face gear manufacturing method and apparatus	Issued

European Patents/Applications

<b>Patent/Publication Number</b>	<b>Title</b>	<b>Status</b>
05718384.0 EP1843870	Apparatus for Manufacturing a Face Gear	Pending