

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vesper Corporation		01/26/2006	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Industrial Manufacturing Company LLC		
Street Address:	8223 Brecksville Road		
Internal Address:	Suite 100		
City:	Brecksville		
State/Country:	OHIO		
Postal Code:	44141-1361		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3250137	SUREFIRE	
CORRESPONDENCE DATA			
Fax Number:	2157511142		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-567-2010		
Email:	rbradoff@crbcp.com		
Correspondent Name:	Martin L. Faigus, Caesar Rivise		
Address Line 1:	1635 Market Street		
Address Line 2:	12th Floor, Seven Penn Center		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2212		
ATTORNEY DOCKET NUMBER:	11085/30049		
NAME OF SUBMITTER:	Martin L. Faigus		
Signature:	/Martin L. Faigus/		

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Date:

02/11/2013

Total Attachments: 8

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**ASSIGNMENT AND ASSUMPTION AGREEMENT
(VESPER CORP / INDUSTRIAL)**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (VESPER CORP / INDUSTRIAL) (this "Agreement") is made and entered into this 26th day of January, 2006 (the "Effective Date"), by and between Vesper Corporation, a Pennsylvania corporation ("Assignor"), and Industrial Manufacturing Company LLC, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignee is (i) a direct, wholly-owned subsidiary of Assignor and (ii) a "disregarded entity" for U.S. federal income tax purposes and for state and local and other applicable tax purposes to the extent legally permitted;

WHEREAS, Assignor is a direct, wholly-owned subsidiary of Summa Holdings, Inc. (formerly known as Arrowhead Holdings Corporation), a Delaware corporation ("Summa");

WHEREAS, Summa and certain of its direct and indirect subsidiaries (the "Summa Group"), including the parties hereto, have adopted that certain Plan of Reorganization, dated the 24th day of January, 2006 (the "Plan"), which Plan contemplates a reorganization of the Summa Group;

WHEREAS, in accordance with the Plan, Assignor is to transfer and assign the Assets (as defined below) to Assignee on the terms and conditions set forth herein;

WHEREAS, Assignor and Assignee have entered into that certain Joinder, Assumption, Consent, Amendment and Release Agreement, dated the 26th day of January, 2006, a form of which is attached hereto as Exhibit A (the "Joinder Agreement"), with KeyBank National Association and Comerica Bank (together, the "Banks"), in connection with that certain Second Amended and Restated Credit Agreement, dated May 7, 2004, by and among Assignor and the Banks, as further amended by the First Amendment to Second Amended and Restated Credit Agreement, dated October 11, 2005, and as further confirmed and amended by a Confirmation of Extension and Second Amendment, dated as of November 30, 2005 (as so amended, the "Credit Agreement"), pursuant to which, among other things, the Banks have consented to the matters contemplated hereby; and

WHEREAS, Assignor intends to transfer and assign to Assignee all of its U.S. and foreign patents ("Patents"), and certain of its U.S. and foreign trademarks, trademark registrations, trademark applications and the goodwill pertaining to any of the foregoing ("Trademarks").

NOW, THEREFORE, in order to carry out the intent as expressed above and in consideration of the mutual agreements hereinafter contained, the parties hereby agree as follows:

1. Assignment. Assignor hereby transfers, assigns, conveys, and delivers to Assignee, and Assignee hereby accepts and acquires from Assignor, all of Assignor's right, title

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and interest in and to the Assets (as hereinafter defined). As used herein, the term "Assets" means, subject to Section 3 below, all of Assignor's assets and property, whether tangible or intangible, including, without limitation, Patents and Trademarks and all contracts, agreements and contractual rights (such contracts, agreements and contractual rights except insofar as excluded from this assignment by clauses (i) through (v) hereinafter, the "Assigned Contracts"), other than:

(i) the issued and outstanding capital stock of the subsidiaries of Assignor identified on Schedule A attached hereto (such subsidiaries, the "Unrestricted Subsidiaries");

(ii) any and all promissory notes and other intercompany indebtedness made in favor of Assignor by the Unrestricted Subsidiaries or any of their respective direct or indirect subsidiaries;

(iii) any and all contracts and agreements to which both the Assignor and one or more of the Unrestricted Subsidiaries or their respective direct or indirect subsidiaries, and no other members of the Summa Group, are parties;

(iv) cash in the aggregate amount of not more than one hundred fifty thousand U.S. dollars (\$150,000); and

(v) the Trademarks identified on Schedule B attached hereto.

2. Assumption. Assignee hereby assumes the Assumed Liabilities (as hereinafter defined). As used herein, the term "Assumed Liabilities" means, subject to Section 3 below, (i) all "Indebtedness" and other "Obligations" of Assignor under and pursuant to the Credit Agreement and each of the other "Loan Documents" (as defined in the Credit Agreement) and all other liabilities reflected on Assignor's most recent standalone balance sheet, including, without limitation, (A) obligations in respect of or in connection with the Industrial Revenue Development Bonds issued by, respectively, West Jordan, Utah, and Avon, Minnesota, and (B) Assignor's indebtedness in favor of Summa; (ii) all trade and other obligations of Assignor arising in the ordinary course of business since the date of such balance sheet; and (iii) all liabilities and obligations of Assignor associated with the Assigned Contracts. Assignee does not, by execution of this Agreement or otherwise, assume any duty, liability or obligation of Assignor except the Assumed Liabilities.

3. Certain Environmental Matters. Except as to any term or provision pertaining to environmental matters that is set forth in the Credit Agreement or any other "Loan Documents" (as defined in the Credit Agreement) to which Assignor is a party or by which Assignor is bound, notwithstanding any provision herein to the contrary, (a) Assignor shall retain (1) its ownership of all assets and property, whether tangible or intangible, including all contracts and agreements and contractual rights and interests, if any, directly or indirectly arising out of or related to any environmental matters, proceedings, circumstances or violations which arose prior to the date hereof, including any claims (whether fixed or contingent) relating thereto (collectively, "Environmental Matters"), and (2) any and all liabilities and obligations directly or indirectly arising out of or related to any such Environmental Matters, and (b) Assignor does not hereby assign to Assignee, and the Assets shall not include, any assets or property described in

clause (a)(1) above, and Assignee does not hereby assume, and the Assumed Liabilities shall not include, any liabilities or obligations described in clause (a)(2) above.

4. Further Assurances. If, at any time from and after the date hereof, the parties hereto shall consider or be advised that any further assignment or assurance in law is necessary, advisable or desirable to vest in Assignee the Assets or assure assumption by Assignee of the Assumed Liabilities, the parties hereto agree to execute and make all such proper assignments and assurances in law, and to do all other things necessary, advisable or proper to vest such Assets in the Assignee or assure assumption by Assignee of such Assumed Liabilities and otherwise carry out the purposes of this Agreement.

5. Third Party Consents. If, at any time from and after the date hereof, the parties hereto shall consider or be advised that the consent or approval of any third party is necessary, advisable or desirable to vest in Assignee the Assets or assure assumption by Assignee of the Assumed Liabilities, the parties hereto agree to seek and obtain the necessary consent or approval from any such third party, and, failing to obtain such consent or approval, to execute and make all such proper assignments and assurances in law, and to do all other things necessary, advisable or proper to assure Assignee the benefit of this Agreement to the maximum extent possible, provided that in no event shall this Agreement be construed as to conflict with, result in a breach or violation of or result in a default under any provision of any material contract, agreement, indenture, mortgage, lien, lease or other instrument to which Assignor is a party or by which any of Assignor's assets or properties are otherwise bound.

6. Entire Agreement. This Agreement and the Plan constitute the entire understanding of the parties hereto with respect to the matters provided for herein and supersede any previous agreements and understanding between the parties with respect to the subject matter hereof. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and executed by the parties hereto.

7. Successors and Assigns. All covenants and agreements in this Agreement made by or on behalf of either of the parties hereto shall bind and inure to the benefit of the successors and permitted assigns of such party; provided, however, that no party hereto may assign any of its rights or obligations under this Agreement without the written consent of the other party.

8. Third Party Beneficiaries. This Agreement shall not, and shall not be deemed to, confer any right or remedy upon any person other than the parties hereto and their respective successors and permitted assigns.

9. Governing Law. This Agreement shall be governed by the laws in effect in the State of Ohio without regard to the conflict of law principles thereof.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

VESPER CORPORATION

By: 

Name: John V. Curci

Title: Vice President

**INDUSTRIAL MANUFACTURING
COMPANY LLC**

By: 

Name: John V. Curci

Title: Vice President

SCHEDULE A

**SUBSIDIARIES OF ASSIGNOR
TO BE EXCLUDED FROM THE ASSIGNMENT**

<u>Entity</u>	<u>Form of Organization</u>
Bijur Lubricating Corporation	Delaware corporation
Bijur Lubricating Ireland Limited	Ireland corporation
Farval Lubrication Systems, Inc.	Delaware corporation
LubeSite Systems, Inc.	New Jersey corporation
Nieuwburgh B.V.	Netherlands corporation

SCHEDULE B**TRADEMARKS OF ASSIGNOR
TO BE EXCLUDED FROM THE ASSIGNMENT****TRADEMARKS**

<u>Mark</u>	<u>Country</u>	<u>Reg No.</u> <u>(Appl. No.)</u>	<u>Reg. Date</u> <u>(Appl. Date)</u>
Dualine	Canada	TMA281144	7/8/1983
Dualine	USA	0837321	8/10/1966
Dualine	Canada	TMA281144	7/8/1983
Farval	USA	1,156,138	6/2/1981
Farval	Austria	121,918	10/13/1988
Farval	Benelux	451,712	5/31/1988
Farval	Brazil	3,700,526	4/23/1988
Farval	Brazil	3,721,132	6/19/1988
Farval	Canada	29,049	1/2/1988
Farval	Chile	393,348	9/28/1992
Farval	China	176,311	4/29/1993
Farval	Columbia	109,023	4/25/1990
Farval	Columbia	112,586	5/29/1990
Farval	Denmark	1990-02620	4/27/1990
Farval	Egypt	60,292	3/8/1992
Farval	Finland	108,071	7/20/1990
Farval	France	1,443,802	1/7/1988
Farval	Germany	1,035,940	11/30/1991
Farval	Great Britain	667,567	3/8/1987

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<u>Mark</u>	<u>Country</u>	<u>Reg No.</u> <u>(Appl. No.)</u>	<u>Reg. Date</u> <u>(Appl. Date)</u>
Farval	Greece	89,977	8/1/1988
Farval	India	341,372	10/4/1989
Farval	Italy	443,513	12/4/1991
Farval	South Korea	83,791	9/9/1992
Farval	Mexico	280,410	4/12/1992
Farval	Norway	138,840	10/5/1989
Farval	Peru	44,738	6/14/1992
Farval	South Africa	81/8794	11/18/1991
Farval	Spain	992,349	12/16/1991
Farval	Sweden	243,044	12/4/1992
Farval	Switzerland	363,867	6/21/1998
Farval	Taiwan	185,944	7/31/1992
Farval	Venezuela	113,046	8/19/1990
Farval	Canada	UCA029049	1/2/1948
Farval Dualine	Great Britain	920,038	1/22/1993
LubeSite	China	(3,475,563)	(3/5/2003)
LubeSite	Mexico	264,404	8/7/1991
LubeSite	USA	1,012,806	6/10/1975
LubeSite	USA	2,844,310	5/25/2004
LubeSite (design)	China	(3,475,562)	(3/5/2003)
SureFire	European Community	(4,770,046)	(7/12/2005)
The Saver (& design)	Canada	TMA416656	9/10/1993

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EXHIBIT A

**FORM OF
JOINDER, ASSUMPTION, CONSENT, AMENDMENT AND RELEASE AGREEMENT**

SEE ATTACHED

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