

## 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              |
| The Wallace Barnes Company |  | 04/22/2013       | CORPORATION: CONNECTICUT |
| RECEIVING PARTY DATA       |  |                  |                          |
| Name:                      | Sid Tool Co., Inc.                           |                  |                          |
| Doing Business As:         | MSC Industrial Supply Co.                    |                  |                          |
| Street Address:            | 75 Maxess Road                               |                  |                          |
| City:                      | Melville                                     |                  |                          |
| State/Country:             | NEW YORK                                     |                  |                          |
| Postal Code:               | 11747  |                  |                          |
| Entity Type:               | CORPORATION: NEW YORK                        |                  |                          |
| PROPERTY NUMBERS Total: 19 |  |                  |                          |
| Property Type              | Number                                       | Word Mark        |                          |
| Registration Number:       | 2422864                                      | BD 7-77          |                          |
| Registration Number:       | 1662899                                      | BIODYNE          |                          |
| Registration Number:       | 0920688                                      | BOWMABRAZE       |                          |
| Registration Number:       | 1492035                                      | BOWMA-CRIMP      |                          |
| Registration Number:       | 1013390                                      | BOWMA-GRIP       |                          |
| Registration Number:       | 0674836                                      | BOWMALLOY        |                          |
| Registration Number:       | 2264707                                      | BOWMAN           |                          |
| Registration Number:       | 1798683                                      | BOWMA-SEAL       |                          |
| Registration Number:       | 0919686                                      | BOWMA-TORQ       |                          |
| Registration Number:       | 0941470                                      | BOWMAWELD        |                          |
| Registration Number:       | 2122787                                      | CURTIS           |                          |
| Registration Number:       | 2903648                                      | ENABLEDMRO       |                          |
| Registration Number:       | 1262075                                      | MECHANICS CHOICE |                          |

|                      |         |                              |
|----------------------|---------|------------------------------|
| Registration Number: | 2759719 | MRO PRO                      |
| Registration Number: | 1601963 | PLASTI-CRIMP                 |
| Registration Number: | 1383999 | QUAD-CUT                     |
| Registration Number: | 2363689 | QUAD CUT                     |
| Registration Number: | 1966338 | QUAD-CUT 4X4                 |
| Registration Number: | 2353832 | QUALITY PRODUCTS AND SERVICE |

#### CORRESPONDENCE DATA

Fax Number: 2126971559

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

Phone: (212) 696-6140

Email: trademark@curtis.com

Correspondent Name: Michael R. Graif

Address Line 1: 101 Park Avenue

Address Line 2: 35th Floor

Address Line 4: New York, NEW YORK 10178

|                    |                    |
|--------------------|--------------------|
| NAME OF SUBMITTER: | Michael R. Graif   |
| Signature:         | /Michael R. Graif/ |
| Date:              | 05/20/2013         |

#### Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”), dated this 22nd day of April, 2013, is being delivered by each of Barnes Group Inc., a Delaware corporation (“**Seller**”), and The Wallace Barnes Company, a Connecticut corporation and a subsidiary of Seller (“**Wallace**” and, together with Seller, “**Assignors**”), to Sid Tool Co., Inc., a New York corporation (“**Assignee**”). Any capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement (as defined below).

**WHEREAS**, Seller and MSC Industrial Direct Co., Inc. (“**Buyer**”) are parties to that certain Asset Purchase Agreement, dated February 22, 2013 (the “**Purchase Agreement**”), pursuant to which, among other things, Seller did agree (and did agree to cause each of its applicable subsidiaries) to sell, convey, assign (but only to the extent assignable) and transfer to Buyer or the applicable member of the Buyer Group all right, title and interest in and to the Transferred Assets (as defined in the Purchase Agreement), including, without limitation, all interest in the trademarks listed on Schedule A attached hereto (the “**Trademarks**”);

**WHEREAS**, Assignors are the current owners of the Trademarks as set forth on Schedule A attached hereto; and

**WHEREAS**, Assignee wishes to acquire all of Assignors’ right, title and interest in and to the Trademarks, and Assignors wish to assign the same to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of 12:01 a.m. on the Closing Date each Assignor hereby sells, conveys, assigns (but only to the extent assignable) and transfers to Assignee, all of its right, title and interest, including common law rights, in and to the Trademarks, together with the goodwill associated therewith, and the entire business and/or portion thereof to which the Trademarks pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by such Assignor had the assignment not been made.

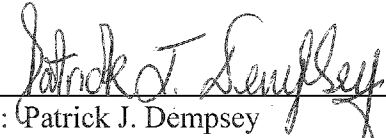
In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the Purchase Agreement, or the interpretation and application thereof, the terms and conditions set forth in the Purchase Agreement shall prevail, govern and control in all respects. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignors and Assignee.

[Signatures on following page]

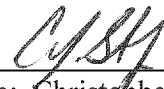
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ASSIGNORS:

BARNES GROUP INC.

By:   
Name: Patrick J. Dempsey  
Title: President and Chief Executive Officer

THE WALLACE BARNES COMPANY

By:   
Name: Christopher J. Stephens, Jr.  
Title: President

### Schedule A: Trademark Registrations

| Trademark                           | Country | Reg. No. | Reg. Date  | Owner                      |
|-------------------------------------|---------|----------|------------|----------------------------|
| BD LASER                            | USA     | 4229271  | 10/23/2012 | Barnes Group Inc.          |
| BD7-77                              | USA     | 2422864  | 1/23/2001  | The Wallace Barnes Company |
| BIODYNE & Design                    | USA     | 1662899  | 10/29/1991 | The Wallace Barnes Company |
| BOWMABRAZE                          | USA     | 920688   | 9/21/1971  | The Wallace Barnes Company |
| BOWMA-CRIMP                         | USA     | 1492035  | 6/14/1988  | The Wallace Barnes Company |
| BOWMA-GRIP                          | Mexico  | 416223   | 6/17/1992  | The Wallace Barnes Company |
| BOWMA-GRIP                          | USA     | 1013390  | 6/17/1975  | The Wallace Barnes Company |
| BOWMALLOY                           | Mexico  | 617797   | 8/11/1999  | The Wallace Barnes Company |
| BOWMALLOY                           | USA     | 674836   | 3/3/1959   | The Wallace Barnes Company |
| BOWMAN                              | EU/EC   | 185272   | 5/28/1998  | The Wallace Barnes Company |
| BOWMAN                              | Mexico  | 357516   | 8/30/1988  | The Wallace Barnes Company |
| BOWMAN                              | Mexico  | 212084   | 3/14/1978  | The Wallace Barnes Company |
| BOWMAN                              | USA     | 2264707  | 7/27/1999  | The Wallace Barnes Company |
| BOWMAN & Design (Hexagonal "O")     | Mexico  | 852029   | 9/22/2004  | The Wallace Barnes Company |
| BOWMA-SEAL                          | USA     | 1798683  | 10/12/1993 | The Wallace Barnes Company |
| BOWMA-TORQ                          | Mexico  | 617798   | 8/11/1999  | The Wallace Barnes Company |
| BOWMA-TORQ                          | USA     | 919686   | 9/7/1971   | The Wallace Barnes Company |
| BOWMAWELD                           | USA     | 941470   | 8/22/1972  | The Wallace Barnes Company |
| BOWMETRIC                           | Mexico  | 617800   | 8/11/1999  | The Wallace Barnes Company |
| CURTIS                              | USA     | 2122787  | 12/23/1997 | The Wallace Barnes Company |
| ENABLEDMRO                          | USA     | 2903648  | 11/16/2004 | The Wallace Barnes Company |
| KAR                                 | USA     | 1702681  | 7/28/1992  | Barnes Group Inc.          |
| KAR TITE                            | USA     | 2635603  | 10/15/2002 | Barnes Group Inc.          |
| KAR TITE A354-BD                    | USA     | 2695370  | 3/11/2003  | Barnes Group Inc.          |
| MECHANICS CHOICE                    | USA     | 1262075  | 12/27/1983 | The Wallace Barnes Company |
| MRO PRO                             | USA     | 2759719  | 9/2/2003   | The Wallace Barnes Company |
| PLASTI-CRIMP                        | USA     | 1601963  | 6/19/1990  | The Wallace Barnes Company |
| QUAD-CUT                            | France  | 98730720 | 4/30/1998  | Barnes Group Inc.          |
| QUAD-CUT                            | UK      | 2197166  | 10/22/1999 | The Wallace Barnes Company |
| QUAD-CUT                            | UK      | 1363416  | 11/11/1988 | The Wallace Barnes Company |
| QUAD-CUT                            | USA     | 1383999  | 2/25/1986  | The Wallace Barnes Company |
| QUAD-CUT                            | USA     | 2363689  | 7/4/2000   | The Wallace Barnes Company |
| QUAD-CUT 4X4                        | USA     | 1966338  | 4/9/1996   | The Wallace Barnes Company |
| QUALITY PRODUCTS & SERVICE          | USA     | 2353832  | 5/30/2000  | The Wallace Barnes Company |
| QUALITY PRODUCTS & SERVICE & Design | UK      | 2221120  | 8/25/2000  | The Wallace Barnes Company |