

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Enco Manufacturing, Inc.		05/24/2013	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
Name:	MSC Services Corp.		
Street Address:	75 Maxess Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3913594	ENCO	
Registration Number:	1163425	ENCO	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2126971559		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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:	05/24/2013		
Total Attachments: 3 source=Trademark Assignment Enco Manufacturing to MSC Services Corp#page1.tif source=Trademark Assignment Enco Manufacturing to MSC Services Corp#page2.tif source=Trademark Assignment Enco Manufacturing to MSC Services Corp#page3.tif			

OP \$65.00 3913594

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of the 24<sup>th</sup> day of May, 2013, is made by Enco Manufacturing, Inc. ("**Assignor**"), a New York Corporation, located at 75 Maxess Road, Melville, New York 11747 in favor of MSC Services Corp. ("**Assignee**"), a New York Corporation, located at 75 Maxess Road, Melville, New York 11747.

1. Assignment. In consideration for the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

ENCO MANUFACTURING., INC.

By: \_\_\_\_\_

Name:

Title:

  
Steve Armstrong  
General Counsel


AGREED TO AND ACCEPTED:

MSC SERVICES CORP.

By: \_\_\_\_\_

Name:

Title:

  
Steve Armstrong  
General Counsel

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATION**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ENCO	USA	3,913,594	02/01/2011
ENCO	USA	1,163,425	08/04/1981