

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
PEM Management, Inc.		11/13/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	3-V Fastener Co., Inc.		
Street Address:	320 Reed Circle		
City:	Corona		
State/Country:	CALIFORNIA		
Postal Code:	92879		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3757456		
Registration Number:	3721284	3V	
CORRESPONDENCE DATA			
Fax Number:	2153487643		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2153481442		
Email:	ccavella@ipworkslaw.com		
Correspondent Name:	Catherine A. Cavella		
Address Line 1:	P.O. Box 818		
Address Line 4:	Doylestown, PENNSYLVANIA 18901		
ATTORNEY DOCKET NUMBER:	3V		
NAME OF SUBMITTER:	Catherine A. Cavella		
Signature:	/Catherine A. Cavella/		

OP \$65.00 3757456

Date:

11/14/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made and entered into as of this 13th day of November, 2013, between PEM Management, Inc., a corporation organized under the laws of Delaware with an address of 103 Foulk Road, Suite 108, Wilmington, Delaware 19803, ("Transferor"), and 3-V Fastener Co., Inc., a corporation organized under the laws of California located and doing business at 320 Reed Circle, Corona, CA 92879, ("Transferee").

WHEREAS on the following dates, Transferor was issued the following U.S. trademark registrations:

U.S. Trademark Registration No. 3,757,456 issued March 9, 2010;

U.S. Trademark Registration No. 3,721,284 issued December 8, 2009;

International Trademark Registration No. 1,004,093 issued May 4, 2009; (hereinafter collectively the "Trademarks").

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- (A) Transferor hereby assigns, transfers and conveys to Transferee all right, title and interest in and to the Trademarks, including without limitation all common law trademark rights, together with all goodwill of the business symbolized by and associated with the Trademarks.
- (B) Transferee hereby assumes all liabilities and obligations, and acknowledges existing encumbrances, if applicable, existing or arising in connection with the assignment described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.

- (C) Without limiting the foregoing provisions, Transferor agrees to take whatever further action is deemed necessary or appropriate by Transferee to properly and completely effect the transfer to Transferee of the Trademarks and to establish full custody and ownership of such Trademarks by Transferee.
- (D) This Trademark Assignment Agreement shall be governed by the internal laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws principles.

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Trademark Assignment Agreement as of this 13th day of November, 2013, and affixed their respective corporate seals hereto.

Attest:

PEM Management, Inc.

By: [Signature]

By: [Signature]
Name: Richard F. Davis
Title: V.P.



Attest:

3-V Fastener Co., Inc.

By: [Signature]

By: [Signature]
Name: Joseph P. Colucci
Title: V.P.

[SEAL]

