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
LRG Fastener Corporation		105/31/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Tramec Continental-Aero, L.L.C.	
Street Address:	30 Davis Street	
City:	lola	
State/Country:	KANSAS	
Postal Code:	66749	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1969145	CONTINENTAL-AERO
Registration Number:	0838214	TORK LOK NUT T
Registration Number:	1058954	LOOK FOR THE ROYAL PURPLE INSERT

CORRESPONDENCE DATA

Fax Number: 9086547866

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 908-654-5000

Email: trademarkadmin@ldlkm.com
Correspondent Name: STEPHEN B. GOLDMAN
Address Line 1: 600 South Avenue West

Address Line 4: Westfield, NEW JERSEY 07090

ATTORNEY DOCKET NUMBER:	LRG 10.1-001 #8
NAME OF SUBMITTER:	STEPHEN B. GOLDMAN
	TRADEMARK

REEL: 005221 FRAME: 0868

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Signature:	/STEPHEN B. GOLDMAN/
Date:	02/21/2014
Total Attachments: 5 source=LRG ASSIGNMENT#page1.tif source=LRG ASSIGNMENT#page2.tif source=LRG ASSIGNMENT#page3.tif source=LRG ASSIGNMENT#page4.tif source=LRG ASSIGNMENT#page5.tif	

TRADEMARK REEL: 005221 FRAME: 0869

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of this 1st day of June, 2012 (the "<u>Assignment</u>"), by and between LRG Fastener Corporation (d/b/a Continental-Aero), a New Jersey corporation, having its principal place of business at 530 Bergen Street, Harrison, New Jersey 07029 (hereinafter "<u>Assignor</u>"), and Tramec Continental-Aero, L.L.C., a Delaware limited liability company, having its principal place of business at 30 Davis Street, Iola, Kansas 66749 (hereinafter "<u>Assignee</u>").

WHEREAS, Assignor owns the trademarks and trademark applications and registrations identified on the attached Schedule A; and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of June 1, 2012 by and among Assignor, Assignee and the other parties thereto (the "Purchase Agreement"), Assignor agrees to sell, assign, convey and transfer to Assignee all right, title and interest in each such trademark and trademark application and registration listed on Schedule A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

- Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- 2. <u>Authorization</u>. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

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- 3. <u>Further Assurances</u>. Assignor agrees that at any time and from time to time after the date hereof, at the reasonable request of Assignee and without further consideration, Assignor shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title and interest in and to the Marks and to assist Assignee in exercising all rights with respect thereto.
- 4. <u>No Conflicts</u>. Assignor hereby covenants and agrees that it has the full right to convey its entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.
- 5. <u>Miscellaneous</u>. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Illinois without regard to its conflicts of law principles.

[signature page follows]

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

LRG FASTENER CORPORATION

STATE OF NEW JERSEY

COUNTY OF

, 2012 before me, a Notary Public, personally appeared ne de to me known and known to me to be the person of that name, who, being duly sworn, did state and acknowledge on his oath that he is the most of LRG Fastener Corporation who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

[Signature page to Trademark Assignment]

TRADEMARK REEL: 005221 FRAME: 0872 Acknowledged and Agreed:

TRAMEC CONTINENTAL-AERO, L.L.C.

Name: Gary Sulfo Title: President

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SCHEDULE A

Trademarks registered with the United States Patent and Trademark Office:

- 1. "Continental-Aero" Serial #: 74461914, Filing Date: 1/30/1993; Registration #: 1969145, Registration Date: 4/23/1996
- "Tork Lok Nut T" Serial #: 72262479, Filing Date: 1/13/1967 Registration # 0838214, Registration Date: 11/7/1967
- 3. "Look For The Royal Purple Insert" Serial #: 73093650, Filing Date: 2/15/1977, Registration # 1058954, Registration Date: 2/15/1977

Trademarks registered with certain foreign jurisdictions:

- 1. "Miscellaneous Design" India, Registration #:1039686
- 2. "Continental-Aero" Canada, File #: 753459, Registration #: TMA442,210, Registration Date: 4/26/10
- 3. "Continental-Aero" Mexico, Registration #: 467912

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RECORDED: 02/21/2014