

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309278

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hi-Performance Fastening Systems, Inc.		06/30/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Matthew Warren, Inc.		
<b>Street Address:</b>	101 Godfrey Street		
<b>City:</b>	Logansport		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46947		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4255289		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	207170-438		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		
<b>SIGNATURE:</b>	/Oscar Ruiz/		
<b>DATE SIGNED:</b>	07/01/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment"), dated as of this 30<sup>th</sup> day of June, 2014 (the "Effective Date"), is by and between Matthew Warren, Inc., a Delaware corporation ("Assignee"), and Hi-Performance Fastening Systems, Inc., an Illinois corporation ("Assignor").

### WITNESSETH:

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignor, Ronald L. Yonkee, Edward P. Kasprzycki and Laura Zima Stueve (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to certain trademarks, and Assignee desires to acquire such trademarks, together with the goodwill symbolized thereby;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and subject to the conditions of the Purchase Agreement, Assignor and Assignee hereby agree as follows:

### ARTICLE I AGREEMENT

**Section 1.01. Assignment of Trademark Application.** Effective as of the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the trademark set forth on Exhibit A attached hereto, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor together with the goodwill of the business associated therewith or symbolized thereby (the "Assigned Trademarks"), including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Trademarks. Subject to Section 2, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein.

**Section 1.02. Filing and Recording of Instruments of Transfer.** Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks.

**Section 1.03. Appointment.** Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and

all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

**Section 1.04. Governing Agreement.** This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. This Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

**Section 1.05. Successors and Assigns.** The provisions of this Assignment shall bind Assignor and its successors and permitted assigns and inure to the benefit of Assignee and its successors and permitted assigns.

**Section 1.06. Interpretation.** Titles and headings to articles and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment. This Assignment shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

**Section 1.07. Execution in Counterparts.** This Assignment may be executed and delivered in two (2) original, PDF or facsimile counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same document.

**Section 1.08. Governing Law.** This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Illinois without regard to conflict of laws principles of any jurisdiction.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

"ASSIGNOR"

Hi-Performance Fastening Systems, Inc.

By: Ronald L. Yonkee  
Ronald L. Yonkee, President

"ASSIGNEE"

Matthew Warren, Inc.

By: \_\_\_\_\_  
William Marcum, President and CEO

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF Illinois )  
COUNTY OF DePage ) ss:

On this 30<sup>th</sup> day of June, 2014, there appeared before me Ronald L. Yonkee, personally known to me or who proved to me his identity, who stated that he executed this Assignment in his official capacity on behalf of Assignor as his voluntary act and deed for the purposes stated therein.

David R Stallter  
Signed  
David R Stallter  
Printed

My Commission Expires: 4/9/14

County of Residence: DePage

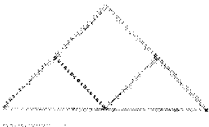
[Signature Page to Trademark Assignment]





Schedule A

TRADEMARK APPLICATION

Mark	Serial Number	Reg. Number	Live/Dead
	85535474	4255289	Live