

TRADEMARK ASSIGNMENT COVER SHEET

01/20/2015



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Electronic Version v1.1
 Stylesheet Version v1.2

9/22 3/1/2015
 Regus: 1-20-2015

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Titan Technologies International, Inc.		12/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Chicago Pneumatic Tool Company LLC
Street Address:	1800 Overview Drive
City:	Rock Hill
State/Country:	SOUTH CAROLINA
Postal Code:	29730
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3865129	ETITE
Serial Number:	77918988	WINDMASTER
Registration Number:	3945679	TRI-HOLD
Registration Number:	3945678	SUPERTHIN
Registration Number:	3605064	AIRTITE
Registration Number:	3566158	SUPERIOR BOLTING SOLUTIONS
Registration Number:	3574257	SUPERIOR BOLTING SOLUTIONS
Registration Number:	4333193	TITAN TECHNOLOGIES
Registration Number:	3611064	T
Registration Number:	3691081	TITAN

CORRESPONDENCE DATA

Fax Number: 973.491.34
Phone: 973.491.3326
Email: iplaw@leclairryan.com

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.

Correspondent Name: Brian L. Petrequin, LeClairRyan
Address Line 1: One Riverfront Plaza
Address Line 2: 1037 Raymond Boulevard, Sixteenth Floor
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	37865.0038
NAME OF SUBMITTER:	Brian L. Petrequin
Signature:	/Brian L. Petrequin/
Date:	01/05/2015

Total Attachments: 7

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RECEIPT INFORMATION

ETAS ID: TM327991
Receipt Date: 01/05/2015
Fee Amount: \$265

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made effective as of the 31st day of December, 2014, by and between TITAN TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation, having a principal place of business at 222 Getty Avenue, Clifton, New Jersey 07011 ("Assignor"), and CHICAGO PNEUMATIC TOOL COMPANY LLC, a Delaware limited liability company with a principal place of business located at 1800 Overview Drive, Rock Hill, South Carolina 29730 ("Assignee"). Capitalized terms used herein and not otherwise defined in this Assignment of Trademarks shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor has adopted and used in its business the trademarks and trade names, if any, identified in the Asset Purchase Agreement, dated as of December 15, 2014, by and among Assignee, Assignor, TTI Holdings, L.L.C., a New Jersey limited liability company, Titan Technologies Europe S.L., a Spanish sociedad limitada, and Arlington Machine and Tool Company, a New Jersey corporation (the "Purchase Agreement"), and listed on Schedule A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, the Assignee is purchasing the Trademarks from Assignor pursuant to the Purchase Agreement,

NOW, THEREFORE, in consideration of and exchange for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Trademarks, together with the good will symbolized by and associated with the business in connection with which the Trademarks are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Trademarks.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquaintances and other documents that may be necessary to more fully grant, convey, transfer, assign and deliver to and vest in Assignee the Trademarks hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

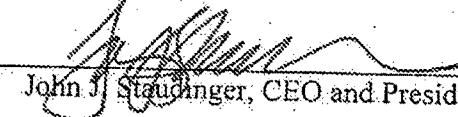
[Signatures appear on next page]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer on the date first above written.

ASSIGNOR:

TITAN TECHNOLOGIES INTERNATIONAL, INC.,
a Delaware corporation

By: _____


John J. Staudinger, CEO and President

ASSIGNEE:

CHICAGO PNEUMATIC TOOL COMPANY LLC,
a Delaware limited liability company

By: _____

Nigel Smith, General Manager

[Signature Page to Assignment of Trademarks -- Titan Technologies International, Inc.]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer on the date first above written.

ASSIGNOR:

TITAN TECHNOLOGIES INTERNATIONAL, INC.,
a Delaware corporation

By: _____
John J. Staudinger, CEO and President

ASSIGNEE:

CHICAGO PNEUMATIC TOOL COMPANY LLC,
a Delaware limited liability company

By: _____
Nigel Smith, General Manager

[Signature Page to Assignment of Trademarks – Titan Technologies International, Inc.]

STATE OF NEW JERSEY)
) SS:
COUNTY OF _____)

On this ____ day of _____, 2015, personally came before me John J. Staudinger, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the CEO and President of TITAN TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation; and

(b) This document was signed and delivered by TITAN TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation, as its voluntary act and deed by virtue of authority from its board of directors and shareholders.

Notary Public

STATE OF SOUTH CAROLINA)
) SS:
COUNTY OF YORK)

On this 19 day of December, 2015, personally came before me Nigel Smith, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the General Manager of CHICAGO PNEUMATIC TOOL COMPANY LLC, a Delaware limited liability company; and

(b) This document was signed and delivered by CHICAGO PNEUMATIC TOOL COMPANY LLC, a Delaware limited liability company, as its voluntary act and deed by virtue of authority from its directors.

JENNIFER L. LEBELLEN
Notary Public, State of South Carolina
My Commission Expires June 11, 2017



Notary Public

[Notary Page to Assignment of Trademarks—Titan Technologies International, Inc.]

STATE OF NEW JERSEY)
) SS:
COUNTY OF ESSEX)

On this 22nd day of December, 2015, personally came before me John J. Staudinger, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the CEO and President of TITAN TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation; and

(b) This document was signed and delivered by TITAN TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation, as its voluntary act and deed by virtue of authority from its board of directors and shareholders.

COSIMA VERGA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/9/2018

Cosima Verga
Notary Public

STATE OF SOUTH CAROLINA) Sworn to and subscribed
) before me this
) SS: 22 day of December
COUNTY OF YORK)

On this ___ day of _____, 2015, personally came before me Nigel Smith, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the General Manager of CHICAGO PNEUMATIC TOOL COMPANY LLC, a Delaware limited liability company; and

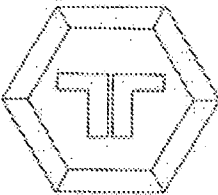
(b) This document was signed and delivered by CHICAGO PNEUMATIC TOOL COMPANY LLC, a Delaware limited liability company, as its voluntary act and deed by virtue of authority from its directors.



Notary Public

[Notary Page to Assignment of Trademarks—Titan Technologies International, Inc.]

Schedule A

Any and all U.S. and foreign pending, registered, unregistered, cancelled, and abandoned trademarks/service marks owned by TITAN TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation, and its predecessors in interest, including, but not limited to, the following:

<u>NAME/TITLE</u>	<u>JURISDICTION AND REGISTRATION NO. OR APPLICATION NO.</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>
ETITE	U.S. Registration # 3865129	October 19, 2010
WINDMASTER	U.S. Application # 77918988	March 25, 2010 (abandoned)
TRI-HOLD	U.S. Registration # 3945679	April 12, 2011
SUPERTHIN	U.S. Registration # 3945678	April 12, 2011
AIRTITE	U.S. Registration # 3605064	April 14, 2009
SUPERIOR BOLTING SOLUTIONS	U.S. Registration # 3566158	January 20, 2009
SUPERIOR BOLTING SOLUTIONS	U.S. Registration # 3574257	February 10, 2009
TITAN TECHNOLOGIES	U.S. Application # 4333193	May 14, 2013
	U.S. Registration # 3611064	April 28, 2009
TITAN	U.S. Registration # 3691081	October 6, 2009

	Common law rights in jurisdictions in which it is used	N/A
	Mexico Registration #1033221	March 28, 2008
T TITAN SUPERIOR BOLTING SOLUTIONS (and design)	Mexico Application #1561722	December 18, 2014

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