

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QSN Industries, Inc.		08/01/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	QSN ACQUISITION CORPORATION		
Street Address:	2301 Patriot Boulevard		
City:	Glenview		
State/Country:	ILLINOIS		
Postal Code:	60026		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2043396	WHAT AMERICA NEEDS... IS A QUALITY SCRE	
Registration Number:	2113556	QSN Q.S.N. MANUFACTURING, INC. QUALITY S	
Registration Number:	1905290	Q	
CORRESPONDENCE DATA			
Fax Number:	3124740448		
<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>			
Phone:	3124746300		
Email:	docket@marshallip.com		
Correspondent Name:	MARSHALL GERSTEIN & BORUN LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	29365/G1000 US KKM		
NAME OF SUBMITTER:	Gregory J. Chinlund		
SIGNATURE:	/gjc/		
DATE SIGNED:	03/23/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY
ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") is made as of the 1st day of August, 2008, by and among QSN Industries, Inc., an Illinois corporation with offices at 1441 N. Wood Dale Road, Wood Dale, Illinois 60191 ("*QSN*"); QSN Manufacturing, Inc. ("*QSNMI*"); Quality Screw & Nut Company of Arizona ("*QSNAZ*"); Quality Screw & Nut Company ("*QSNIL*"); QSN Enterprises ("*QSNE*"; and QSNE together with QSNMI, QSNAZ and QSNIL are collectively referred to as the "*Subsidiary Sellers*"; and the Subsidiary Sellers together with QSN, are collectively referred to as the "*Transferor*") and QSN Acquisition Corporation, a newly formed Delaware corporation and wholly-owned subsidiary of Anixter, Inc. with offices at 2301 Patriot Boulevard, Glenview, Illinois 60026 (the "*Transferee*").

RECITALS:

WHEREAS, this Agreement is made pursuant to the condition to closing under Section 9(b)(vii)(C) of that certain Asset Purchase Agreement dated August 1, 2008 by and among Sellers, Purchaser and certain other parties thereto (the "*Asset Purchase Agreement*") (capitalized terms used and not defined herein shall have the respective meanings given to them in the Asset Purchase Agreement), pursuant to which Sellers are concurrently herewith selling, transferring, conveying, assigning and delivering to Purchaser the Purchased Assets.

WHEREAS, Transferor wishes to assign its entire right, title and interest in, and to its registered and unregistered domestic and foreign trademarks, trade names, service marks, trade dress, trademark applications, service mark applications, trademark and service mark registrations, registered and unregistered domestic and foreign patents, all foreign and domestic patent applications, registered and unregistered copyrights, copyright applications, domestic and foreign domain names, URLs, Websites and email addresses and other intellectual property (with the exception of registered patents and patent applications) used by or in connection with its business included within QSN's intellectual property listed and described on Schedule A attached hereto (the "*Intellectual Property*") to Transferee, together with the goodwill of the business associated therewith, and Transferee is desirous of acquiring the Transferor's entire right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment. The Transferor hereby sells, transfers, assigns, conveys and delivers to the Transferee for its own use and enjoyment and for the use and enjoyment of its successors and assigns forever as follows:

EXECUTION COPY

3. Nothing contained herein shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Asset Purchase Agreement and this Agreement, the provisions of the Asset Purchase Agreement shall control.
4. Nothing contained herein shall confer any rights on any third party or in any way enhance or expand the rights of any third party with respect to any of the Assumed Liabilities, and Purchaser reserves any and all defenses, rights of offset, claims and counterclaims that either the Sellers (on the one hand) or Purchaser (on the other hand) may have with respect to any of the Assumed Liabilities.
5. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Illinois applicable to agreements to be performed entirely within that state, without giving effect to the principles of conflicts of law thereof.
6. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that no party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

QSN INDUSTRIES, INC., AS SELLER

By: [Signature]
Name: Arthur W. Wondrasek
Title: President

QSN MANUFACTURING, INC., AS SELLER

By: [Signature]
Name: Arthur W. Wondrasek
Title: President

QUALITY SCREW & NUT COMPANY OF ARIZONA, AS SELLER

By: [Signature]
Name: Arthur W. Wondrasek
Title: President

QUALITY SCREW & NUT COMPANY, AS SELLER

By: [Signature]
Name: Arthur W. Wondrasek
Title: President

QSN ENTERPRISES, INC., AS SELLER

By: [Signature]
Name: Arthur W. Wondrasek
Title: President

QSN ACQUISITION CORPORATION, AS PURCHASER

By: [Signature]
Name: John A. Dui
Title: VP, GC & Sec'y

SCHEDULE A

The common law trademarks and trade names "QSN", "Quality Screw & Nut" and any and all other trademarks, trade names, service marks and trade dress utilized by Transferor in its business.

The registered trademarks, trade names, service marks and trade dress, including the registration number(s) and registration date(s) utilized by Transferor in its business.

The pending trademark applications utilized by Transferor in its business.

The domain name www.qsn.com and each of the other domain name owned by a Transferor.

All "@QSN.com" email addresses and any other email addresses utilized by Transferor in its business (other than personal email addresses of Transferor's employees).

All registered patents.

All pending patent applications.

All registered and unregistered copyrights and copyright applications.

All other of Transferor's Intellectual Property utilized in the Business of the Transferor.

Any and all goodwill of the Transferor relating to the foregoing.

DISCLOSURE SCHEDULE 4(z)-1A

QSN Registered IP

U.S. Intellectual Property

1. Domain name: www.qsn.com registered to Quality Screw & Nut Co., Inc.
2. Domain name: www.qsn_mexico.com registered to Quality Screw & Nut Co., Inc.
3. "WHAT AMERICA NEEDS...IS A QUALITY SCREW", U.S. Reg. No. 2,043,396.
4. "QSN Q.S.N. MANUFACTURING, INC. QUALITY SCREW & NUT" & Design, U.S. Reg. No. 2,113,556.
5. "Q" (Stylized Form), U.S. Reg. No. 1,905,290.
6. In addition to the names of the entities listed on Schedule 4(e)-3A, the following trade names are or have been used by QSN:
 - a. Logistics Supply Company
 - b. QSN, Inc.
 - c. QSN
 - d. Quality Screw and Nut Co.
 - e. Quality Screw & Nut Co., Inc.
 - f. Quality Screw and Nut Company
 - g. Quality Screw & Nut Company, Inc.
 - h. Quality Screw & Nut, Inc.
 - i. Quality Screw Company
 - j. J.P. Sorting, LLC
 - k. QSN Manufacturing
 - l. Quality Screw & Nut Company of Alabama
 - m. Quality Screw & Nut Company of Alabama, Inc.
 - n. Quality Screw & Nut Company of South Carolina
 - o. Quality Screw Products, LLC
 - p. Quality Screw & Nut Manufacturing
 - q. High Torque Fastener Systems USA, Inc.
 - r. High Torque USA

Mexican Intellectual Property

<u>Registration No.</u>	<u>Date:</u>	<u>Trademark:</u>	<u>Class:</u>
733511	12/13/01	QUALITY SCREW &NUT	6

764189	12/14/01	QSN and DESIGN	6
805208	8/1/03	QUALITY SCREW DE	6
811690	8/1/03	QSM and DESIGN	6