

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347732

<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>
Anixter Inc.		06/01/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Optimas OE Solutions, LLC		
<b>Street Address:</b>	c/o American Industrial Partners, 330 Madison Avenue		
<b>Internal Address:</b>	28th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1905290	Q	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124082501		
<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>	212-408-2500		
<b>Email:</b>	nytmdpt@bakerbotts.com		
<b>Correspondent Name:</b>	Suzanne M. Hengl		
<b>Address Line 1:</b>	Baker Botts L.L.P., 30 Rockefeller Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10112		
<b>ATTORNEY DOCKET NUMBER:</b>	081005.0235.03398.MWOODAL		
<b>NAME OF SUBMITTER:</b>	Suzanne M. Hengl		
<b>SIGNATURE:</b>	/Suzanne M. Hengl/		
<b>DATE SIGNED:</b>	07/13/2015		
<b>Total Attachments: 8</b>			
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (the "Assignment"), effective as of June 1, 2015, is by and between Anixter Inc., a Delaware corporation, with its principal place of business located at 2301 Patriot Boulevard, Glenview, Illinois 60026, ("Assignor") to Optimas OE Solutions, LLC (formerly known as AIP/Fasteners LLC), a Delaware limited liability company, with its principal place of business located at c/o American Industrial Partners, 330 Madison Avenue 28<sup>th</sup> Floor, New York, New York 10017, ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A, B and C (the "Assigned IP");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith ("APA") pursuant to which Assignor is selling certain assets to Assignee, including the Assigned IP; and

WHEREAS, pursuant to the APA, the Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices and Copyright Offices.

NOW, THEREFORE, in consideration set forth in the APA and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the APA, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").
2. Assignment of Patents. Effective as of the date hereof, and pursuant to the APA, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use

of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").

3. Assignment of Domain Names. Effective as of the date hereof, and pursuant to the APA, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the domain names and registrations therefore set forth in Schedule C hereto; (ii) all renewals and extensions of any such domain names and registrations; (iii) all licenses for the use of such domain names; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to bring a claim for past, present, and future infringements of the foregoing, including the right to settle suits and proceedings involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Domain Names").
4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
6. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
7. Miscellaneous. This Assignment is subject to all the terms and conditions of the APA. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the APA.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR

ANIXTER INC.

By: Ted Dosch

Name: Ted Dosch

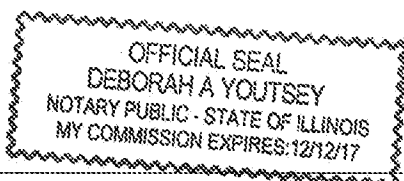
Its: Executive Vice President --  
Finance & Chief Financial Officer

STATE OF Illinois )  
 ) ss.  
COUNTY OF Will )

Before me, the undersigned authority, on this 1<sup>st</sup> day of June, 2015, personally appeared Ted Dosch known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Deborah A. Youtsey  
Notary Public

Deborah A. Youtsey  
(Signature of Notary)

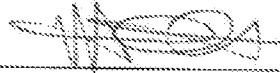


(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

OPTIMAS OE SOLUTIONS, LLC

By: \_\_\_\_\_



Name: Paul Bamatter

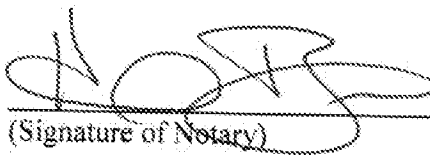
Its: Vice President and Treasurer

STATE OF Illinois )  
 ) ss.  
COUNTY OF COOK )

Before me, the undersigned authority, on this 25 day of May, 2015, personally appeared Paul Bamatter known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

Heather Beaupre

Notary Public



(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

*Signature Page to IP Assignment Agreement*

**TRADEMARK**  
**REEL: 005580 FRAME: 0140**

## Schedule A-Trademarks

### 1. Big On Small Components

	Service Mark (SM) or Trademark (TM)	Class I = Int'l	First Registration or Filing Date	Registration No.	Owner	Comments
Canada	SM	35	July 27, 2006	TMA 668,845	Amixer Inc.	Registered, not renewing; expires July 27, 2021
United States	SM	35	Nov. 29, 2005	3,022,099	Amixer-Real Estate, Inc.	Cancelled

### 2. Infast Trademarks

	Service Mark (SM) or Trademark (TM)	Class I = Int'l	First Registration or Filing Date	Registration No.	Owner	Comments
United States -- Infast	SM	39, 42	July 2005	2,965,904	Amixer Inc.	Cancelled
United States -- Fabricated Components, Inc.	SM	35	Mar. 2003	2,694,782	Amixer Inc.	Cancelled
United States -- Miscellaneous Design (expanded use)	SM	35	Dec. 2006	3,187,712	INFAST Group PLC	Cancelled
United States -- Miscellaneous Design	SM	35	Feb. 2002	2,540,350	Amixer Inc.	Cancelled
United States -- FAB-COM	SM	35	Feb. 2002	2,540,353	Amixer Inc.	Cancelled

### 3. QSN Trademarks

	Service Mark (SM) or Trademark (TM)	Class I = Int'l	First Registration or Filing Date	Registration No.	Owner	Comments
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	Trademark (TM)		Date				
United States -- What America Needs...Is a Quality Screw	TM	006	March 1997	11	2,043,396	Anixter Inc.	Registered
United States -- QSN Q.S.N. Manufacturing, Inc. Quality Screw & Nut & Design	TM	006	Nov. 1997	18	2,113,556	Anixter Inc.	Registered
United States -- Q (Stylized Form)	TM	006	July 1995	18	1,905,290	Anixter Inc.	Registered
Mexico-- Quality Screw & Nut	TM	006	Dec. 2001	13	733511	Anixter Inc.	Expired on Dec 13, 2011
Mexico --QSN & Design	TM	006	Dec. 2001	14	764189	Anixter Inc.	Expired on Dec 14, 2011
Mexico-- Quality Screw DE	TM	006	Aug. 1, 2003		805208	Anixter Inc.	Expired on Aug 1, 2013
Mexico --QSM & Design	TM	006	Aug. 1, 2003		811690	Anixter Inc.	Expired on Aug 1, 2013



## Schedule B-Patents

Title	Inventor	Applicant	Application Number	Priority Number	Priority Date	Registration No.
Dowel for connecting rigid elements	Francois Petit Jeanroy	Campenon Bernard Sge, Sofrasar	EP97040249.8 19971017	FR19960012709 19961018	18/10/1996	FR 0837255  This patent has lapsed
Dowel for connecting rigid elements	Francois Petit Jeanroy	Campenon Bernard Sge, Sofrasar	EP97040249.8 19971017	FR19960012709 19961018	18/10/1996	EP0837255  This patent has lapsed

## Schedule C-Domain Names

optimas.asia  
optimas.ca  
optimas.hk  
optimas.co.in  
optimas.in  
optimas.ie  
optimas.cn  
optimas.com.cn  
optimas.com.es  
optimas.es  
optimas.com.tw  
optimas.tw  
optimas.co.uk  
optimas.xxx  
optimasoe.info  
optimasoe.net  
optimasoe.us  
optimasoe.asia  
optimasoe.be  
optimasoe.com.br  
optimasoe.ca  
optimasoe.cz  
optimasoe.eu  
optimasoe.fr  
optimasoe.de  
optimasoe.hk  
optimasoe.co.in  
optimasoe.in  
optimasoe.ie  
optimasoe.it  
optimasoe.com.mx  
optimasoe.mx  
optimasoe.cn  
optimasoe.com.cn  
optimasoe.com.es  
optimasoe.es  
optimasoe.com.tw  
optimasoe.tw  
optimasoe.co.uk  
optimasoe.xxx  
optimasoesolutions.com  
optimasoesolutions.info  
optimasoesolutions.net  
optimasoesolutions.us  
optimasoesolutions.asia  
optimasoesolutions.be  
optimasoesolutions.com.br  
optimasoesolutions.ca  
optimasoesolutions.cz  
optimasoesolutions.eu  
optimasoesolutions.fr  
optimasoesolutions.de  
optimasoesolutions.hk  
optimasoesolutions.co.in  
optimasoesolutions.in  
optimasoesolutions.ie  
optimasoesolutions.it  
optimasoesolutions.com.m  
x  
optimasoesolutions.mx  
optimasoesolutions.cn  
optimasoesolutions.com.cn  
optimasoesolutions.com.es  
optimasoesolutions.es  
optimasoesolutions.com.tw  
optimasoesolutions.tw  
optimasoesolutions.co.uk  
optimasoesolutions.xxx  
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optimassolutions.net  
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optimas-components.com  
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componentlogistics.com  
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gergen.de  
heyco.co.uk  
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plasticscrews.co.uk  
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plasticseals.co.uk  
plastic-seals.co.uk  
qsn.com  
sofrasar.fr  
thevirtualengineer.co.uk  
thevirtualengineer.com  
waltershexasagon.com  
yourpentacon.com  
Infast.com