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01-03-2002

Docket No.: D

KOLC-014-001

12-21-2001



U.S. Patent & TMO/TM Mail Rpt Dt. #70

Office of Patents

101929546

attached original documents or copy thereof.

1. Name of conveying party(ies):  
**TransTechnology Corporation**

12-21-01

Individual(s)                       Association  
 General Partnership            Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)       Yes  No

2. Name and address of receiving party(ies):

Name: TransTechnology Engineered Components, LLC

Internal Address: \_\_\_\_\_

Street Address: 1060 W. 130th Street

City: Brunswick                      State: OH    ZIP: 44212

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is                       Yes     N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes     N

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement            Change of Name  
 Other \_\_\_\_\_

Execution Date: December 5, 2001

4. Application number(s) or registration numbers(s):

<p>A. Trademark Application No.(s)</p> <p style="text-align: right;">Additional numbers      <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s)</p> <table border="0" style="width: 100%;"> <tr><td style="border-bottom: 1px solid black;">882,005</td><td style="border-bottom: 1px solid black;">340,210</td></tr> <tr><td style="border-bottom: 1px solid black;">556,075</td><td style="border-bottom: 1px solid black;">617,710</td></tr> <tr><td style="border-bottom: 1px solid black;">2,073,414</td><td></td></tr> </table>	882,005	340,210	556,075	617,710	2,073,414	
882,005	340,210						
556,075	617,710						
2,073,414							

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul E. Lewkowicz

Internal Address: Ropes & Gray

Patent Group

Street Address: One International Place

City: Boston                      State: MA    ZIP: 02110

6. Total number of applications and registrations involved:..... 5

7. Total fee (37 CFR 3.41):.....\$ 540.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

18-1945

01/02/2002 GTOM11 00000125 181945 882005

01 FC:481 40.00 CH  
02 FC:482 100.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Paul E. Lewkowicz, Reg. No. 44,870                      December 18, 2001  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 2415 FRAME: 0792

DD

# ASSIGNMENT OF TRADEMARKS, PATENTS

## AND PATENT APPLICATIONS

5<sup>th</sup> This Assignment of Trademarks, Patents and Patent Applications, effective as of the day of December 2001, executed by **TransTechnology Corporation**, a Delaware corporation ("Assignor") in favor of **TransTechnology Engineered Components, LLC**, a Delaware limited liability company ("Assignee") is to evidence the following agreements and understandings.

### WITNESSETH:

WHEREAS, Assignor has adopted or acquired and has used in connection with its business the trademarks and patents issued, registered or applied for with the United States Patent and Trademark Office and other issuing authorities as listed on Exhibit A attached hereto (the "Intellectual Property"); and

WHEREAS, Assignee has agreed to transfer to Assignor certain assets, including the Intellectual Property, pursuant to the Bill of Sale, Assignment and Assumption Agreement (the "Agreement") dated as of December 5, 2001 between Assignee and Assignor; and

WHEREAS, Assignor desires to assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

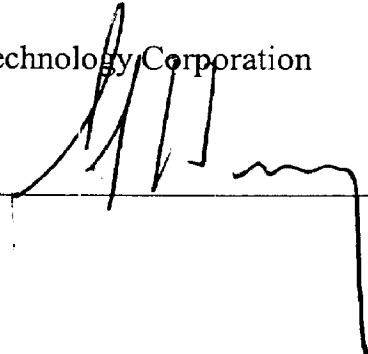
1. Assignor represents and warrants that it is the full and exclusive owner of the Intellectual Property and has the full right to convey its entire interest, both legal and equitable, in and to said intellectual property, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever, except for such liens and qualifications set forth in Section 2.2(e) or 2.2(k)(i) of the Disclosure Schedule to the Share and Limited Liability Company Membership Interest Purchase Agreement between KTIN Acquisition, LLC and Assignor, dated as of August 23, 2001.
2. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Intellectual Property and (a) any continuations, continuations-in-part, divisions, renewals, extensions and reissues thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof; (c) the right to sue and to collect damages for past, present and future infringements thereof; (d) the goodwill of the business associated with the use of, and symbolized by, the Intellectual Property and the ongoing and existing business, or portion thereof, associated with the Intellectual Property; and (e) all rights corresponding thereto throughout the world, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors,

assigns or other legal representatives, to the end of the term or terms for which the said Intellectual Property is or may be granted or reissued, as fully and entirely as the same would have been made.

- 3. Assignor represents and warrants that it has the unqualified right to enter into and perform this Assignment and has not entered into any agreement inconsistent with its obligations described hereunder.
- 4. Assignor covenants and agrees to execute and deliver to Assignee, upon demand, without payment of additional compensation, all such further documents, instruments and other writings which Assignee reasonably requests to effectuate the assignments set forth herein.
- 5. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, or foreign issuing authority, as the case may be, to issue in the name of Assignee any and all letters patent on the inventions included above or any continuation, continuation-in-part, division or reissue thereof.
- 6. Assignor hereby authorizes Assignee to insert hereon any further identification information necessary or desirable for the proper recordation of this document.

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

TransTechnology Corporation

By:   
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF Massachusetts )  
 ) ss.  
 COUNTY OF Suffolk )

BEFORE ME, a Notary Public in and for said State and County, personally appeared the above-named TransTechnology Corporation, by Gerald C. Resurf, its VP and Secretary, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, \_\_\_\_\_, this 4<sup>th</sup> day of December, 2001.

  
 Notary Public

**BETH A. GOOD, Notary Public**  
 My Commission Expires April 22, 2005

**EXHIBIT A****INTELLECTUAL PROPERTY**

## 1. List of U.S. Patents

<u>Title</u>	<u>Patent/ Application #</u>	<u>Patent Date</u>
FASTENER CLIP	4,610,588	9/9/86
PUSH NUT	6,095,734	8/1/00
MULTI-THREADED NUT ASSEMBLY	5,961,264	10/5/99
PUSH-IN FASTENER CLIP	4,925,351	5/15/90
PUSH-NUT TYPE FASTENER	4,911,594	3/27/90
TWIST-OFF PUSHNUT FASTENER	5,110,246	5/5/92
PUSHNUT FOR USE IN CONJUNCTION WITH A CYLINDRICAL SHAFT HAVING A PAIR OF OPPOSED FLAT SURFACES	5,803,692	9/8/98

## 2. List of Foreign Patents

<u>Title</u>	<u>Patent/ App. #</u>	<u>Patent Date</u>	<u>Country</u>
PUSHNUT	App 2,316,609	8/24/00	Canada
PUSH-ON TYPE FASTENER FOR ...	App 00420181.0	8/29/00	European
FASTENER CLIP	8,511,233	9/8/89	France
FASTENER CLIP	3,524,651	8/4/88	Germany
PUSH-NUT TYPE FASTENER	2,846,416	10/30/98	Japan
PUSHNUT	App 009018	9/14/00	Mexico
FASTENER CLIP	0,296,080	3/29/88	Spain
PUSH-NUT TYPE FASTENER	9002190-8	1/26/98	Sweden
FASTENER CLIP	2,162,272	7/24/85	UK
PUSH-NUT TYPE FASTENER	2,234,547	4/21/93	UK
FASTENER CLIP	1,250,163	2/21/89	Canada

## 3. List of U.S. Trademark Registrations

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ON-SERT	882,005	12/9/69
PAL	340,210	11/3/36
PALNUT	556,075	3/11/52
PUSHNUT	617,710	12/20/55
SPOON NUT	2,073,414	6/24/97

## 4. List of Foreign Trademarks

Trademark or Service Mark	Registration No.	Registration Date	Country
PALNUT	A32136	12/6/63	Australia
PALNUT	006049	2/16/71	Benelux
PALNUT	002553287	1/22/81	Brazil
PAL	156,512	4/26/68	Canada
PUSHNUT	125,904	3/30/62	Canada
PAL	96653369	5/16/97	France
ON-SERT	1,396,393	3/8/70	France
PALNUT	1,337,160	1/13/61	France
PALNUT	1,364,519	5/11/76	France
PALNUT	1,020,657	7/24/81	Germany
PALNUT	114499	10/23/45	India
PALNUT	413,224	8/18/61	Italy
PALNUT	816,908	7/19/68	Italy
PALNUT	2,706,401	4/28/95	Japan
ON-SERT W/KATAKANA	1,520,146	6/29/82	Japan
ON-SERT W/KATAKANA	1,597,356	6/30/83	Japan
PALNUT/KATAKANA	2,706,400	4/28/95	Japan
PALNUT	2,706,401	4/28/95	Japan
PALNUT	283,205	1/4/83	Mexico
ON-SERT	1,064,188	6/10/76	UK
PAL	1,056,305	12/12/75	UK
PALNUT	371,521	2/11/16	UK
PALNUT	2,157,554	7/17/98	UK