

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316291

<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>
P.N.A. Construction Technologies, Inc.		08/20/2014	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Illinois Tool Works Inc.		
<b>Street Address:</b>	3600 West Lake Avenue		
<b>City:</b>	Glenview		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60026		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3288671	PD3 BASKET	
<b>Registration Number:</b>	3243657	LOAD PLATE BASKET	
<b>Registration Number:</b>	3105848	ARMOR-EDGE	
<b>Registration Number:</b>	2304771	DIAMOND DOWEL	
<b>Registration Number:</b>	3878959	COVEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125548015		
<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>	3125548000		
<b>Email:</b>	sxs@pattishall.com		
<b>Correspondent Name:</b>	Sharon Stolfa		
<b>Address Line 1:</b>	200 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 2900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	2457-43		
<b>NAME OF SUBMITTER:</b>	Sharon Stolfa		
<b>SIGNATURE:</b>	/Sharon Stolfa/		
<b>DATE SIGNED:</b>	09/08/2014		

CH \$140.00 3288671

**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT**

This **TRADEMARK ASSIGNMENT** is executed this 29<sup>th</sup> day of August 2014, by and among P.N.A. Construction Technologies, Inc. ("PNA"), a corporation duly organized and existing under the laws of North Carolina and having its principal office and place of business at 9 Dunwoody Park, Suite 111, Atlanta, Georgia 30338, and its registered address at 327 Hillsborough Street, Raleigh, North Carolina 27603, Nigel K. Parkes, an individual and resident of Georgia ("Parkes"), Russell Boxall, an individual and resident of North Carolina ("Boxall") (PNA, Boxall and Parkes each a "Seller" and, collectively, the "Sellers"), and Illinois Tool Works Inc., 3600 West Lake Avenue, Glenview, Illinois 60026 ("Buyer").

**WHEREAS**, pursuant to that certain Asset Purchase Agreement (the "Agreement"), dated as of June 30, 2014, by and among Buyer, James W. Smith, an individual and resident of New York, American Wire Tie, Inc., a New York corporation, the Sellers, and Russell Boxall, in the capacity of Sellers' Representative, effective as of date hereof (the "Closing Date"), Buyer has agreed to acquire from Sellers, and Sellers have agreed to transfer to Buyer, all right, title and interest in and to (a) the registered trademarks (shown in Exhibit A hereto) (the "Registered Trademarks") and (b) the common law trademarks, service marks, trade dress and trade names that constitute Business Intellectual Property as defined in the Agreement (such common law trademarks, service marks, trade dress and trade names and the Registered Trademarks are collectively referred to as the "Trademarks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers (individually and collectively) hereby sell, assign and transfer to Buyer and its successors and assigns all right, title and interest in and to, and the use of, the Trademarks, and all renewals thereof, including without limitation, all rights therein accruing under the applicable law of any jurisdiction, international treaties and conventions. Buyer shall have all benefits, privileges and remedies relating to the Trademarks, including but not limited to: (a) all claims and demands that Sellers (either each itself or through its predecessor(s)) may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past, present or future violations of any rights in the Trademarks, and all rights to rights to enforce, settle any disputes and recover all proceeds from such actions; and (b) all income, royalties or payments due and payable as of the Closing Date or thereafter with respect to the Trademarks. Such right, title and interest shall be held and enjoyed by Buyer and its successors and assigns as fully and entirely as the same would have been held and enjoyed by Sellers (individually and collectively) if this sale, assignment and transfer had not been made.

Subject to (a) with respect to Parkes, the terms and conditions set forth in that certain Employment Agreement dated as of August 29, 2014, by and between Buyer and Parkes, and (b) with respect to Boxall, the terms and conditions set forth in that certain Consultant Agreement dated as of August 29, 2014, by and between Buyer and Boxall, Sellers (individually and collectively) further covenant and agree to: (i) execute any papers, provide any information, testify in any legal proceeding, and take any other actions at the request of Buyer that may be reasonably necessary to Buyer's full enjoyment, protection, enforcement, and title in and to the Trademarks; and (ii) sign all lawful papers, execute and deliver all papers, and take any other actions at the request of Buyer that may be reasonably necessary to effectuate the transfer and recordal of title in the Trademarks to Buyer.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall prevail. This instrument shall be binding upon Sellers and their respective successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, Sellers and Buyer have caused their respective duly authorized officers to execute and deliver this instrument as of August 29, 2014.

ILLINOIS TOOL WORKS INC.

P.N.A. CONSTRUCTION TECHNOLOGIES, INC.

By: [Signature]  
Print Name & Title: Jim Fields, VP/EM

By: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_

Subscribed and sworn to before me this 22 day of August, 2014.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

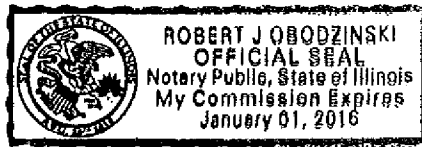
Notary Public  
My Commission Expires: 1-1-16

Notary Public  
My Commission Expires: \_\_\_\_\_

[Signature]

NIGEL K. PARKES

Signature: \_\_\_\_\_



Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public  
My Commission Expires: \_\_\_\_\_

RUSSELL BOXALL

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public  
My Commission Expires: \_\_\_\_\_

[Signature Page to the Trademark Assignment]

IN WITNESS WHEREOF, Sellers and Buyer have caused their respective duly authorized officers to execute and deliver this instrument as of August \_\_, 2014.

ILLINOIS TOOL WORKS INC.

P.N.A. CONSTRUCTION TECHNOLOGIES, INC.

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

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

Print Name & Title

Print Name & Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public  
My Commission Expires: \_\_\_\_\_

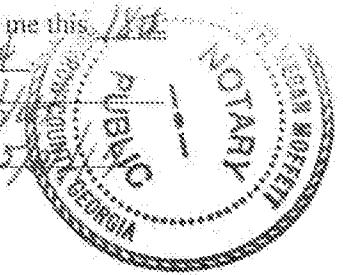
Notary Public  
My Commission Expires: \_\_\_\_\_

NIGEL K. PARKES

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public  
My Commission Expires: \_\_\_\_\_



RUSSELL BOXALL

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public  
My Commission Expires: \_\_\_\_\_

[Signature Page to the Trademark Assignment]

IN WITNESS WHEREOF, Sellers and Buyer have caused their respective duly authorized officers to execute and deliver this instrument as of August \_\_\_\_, 2014.

ILLINOIS TOOL WORKS INC.

P.N.A. CONSTRUCTION TECHNOLOGIES, INC.

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

By: Russell Boxall

Print Name & Title

Print Name & Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Subscribed and sworn to before me this 2014 day of August, 2014.

Notary Public

Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Expires: 7-17-2017

NIGEL K. PARKES

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My Commission Expires: \_\_\_\_\_

RUSSELL BOXALL

Signature: \_\_\_\_\_

Subscribed and sworn to before me this 2014 day of August, 2014.

Notary Public

My Commission Expires: 7-17-2017

*(Signature Page to the Trademark Assignment)*

**EXHIBIT A**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>
Canada	COVEX	TMA814793
Canada	ARMOR-EDGE	TMA695472
Canada	PD <sup>3</sup> BASKET	TMA736310
Canada	HYDRACURE	TMA736311
Canada	LOAD PLATE BASKET	TMA692298
Canada	DIAMOND DOWEL	TMA642467
CTM	DIAMOND DOWEL	4045407
Mexico	PD <sup>3</sup> BASKET	927512
Mexico	HYDRACURE	949077
Mexico	DIAMOND DOWEL	841076
New Zealand	DIAMOND DOWEL	708323
South Africa	DIAMOND DOWEL	2004/02773
US	PD <sup>3</sup> BASKET	3288671
US	LOAD PLATE BASKET	3243657
US	ARMOR-EDGE	3105848
US	DIAMOND DOWEL	2304771
US	COVEX	3878959