

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A & I Bolt and Nut, Inc.		08/31/2007	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	RL Industries, Inc.		
Street Address:	6195 Clermont Street		
City:	Commerce City		
State/Country:	COLORADO		
Postal Code:	80022		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2198964	AG-PACK	
Registration Number:	2112776	DECK-GARD	
Registration Number:	2166749	DECK-MAX	
Registration Number:	2598841	HANDIPAK	
Registration Number:	2175472	TIMBERLINE	
CORRESPONDENCE DATA			
Fax Number:	(303)863-0223		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-863-9700		
Email:	smiller@sheridanross.com		
Correspondent Name:	Sarah J. Miller		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	2664-10		

CH \$140.00 2198964

NAME OF SUBMITTER:	Sarah J. Miller
Signature:	/Sarah J. Miller/
Date:	09/05/2007
Total Attachments: 3 source=Executed TM Assignment#page1.tif source=Executed TM Assignment#page2.tif source=Executed TM Assignment#page3.tif	

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

This ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS is made and entered into on the 31st day of August, 2007, by A & I Bolt and Nut, Inc., a Colorado corporation ("Assignor"), to RL Industries, Inc., a Colorado corporation ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated August 31, 2007 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the service marks, trademarks, and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications, and trade names, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service marks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service marks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service marks and Trademarks shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the principles of conflicts of laws thereof.

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

A & I BOLT AND NUT, INC.

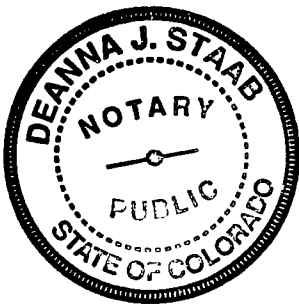
By: *Brian E. McCallin*
Brian E. McCallin, Treasurer

State of Colorado)
)
City and County of Denver) ss.:

On this 31st day of August, 2007, before me, *Deanna J. Staab*, personally appeared Brian E. McCallin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Deanna J. Staab
Notary Public
Commission exp: 10/28/11



SCHEDULE A

Registered Service marks and Trademarks

Trade or Service Mark	Registration #	Registered Owner	Registration Date	Renewal Date
AG-PACK	2,198,964	A & I Bolt and Nut, Inc.	10/20/98	10/20/08
DECK-GARD	2,112,776	A & I Bolt and Nut, Inc.	11/11/97	11/11/07
DECK-MAX	2,166,749	A & I Bolt and Nut, Inc.	6/23/98	6/23/08
HANDIPAK	2,598,841	A & I Bolt and Nut, Inc.	7/23/02	7/23/12 Sec. 8 Declaration of Use due: 7/23/08
TIMBERLINE	2,175,472	A & I Bolt and Nut, Inc.	7/21/98	7/21/08

Unregistered Service marks and Trademarks

TIMBERLINE FASTENERS.

Pending Service marks and Trademarks

Service mark or Trademark Application Number Application Date

None.

Trade Names

Midwest Precision Products, Inc., effective as of June 18, 1985.
McAtee Bolt Company, Inc., effective as of December 14, 1987.
Timberline Fasteners, Inc., effective as of May 5, 2000.