

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
International Staple and Machine Company		06/15/2010	CORPORATION: PENNSYLVANIA
Air Nail Company, Inc.		06/15/2010	CORPORATION: PENNSYLVANIA
ISM Acquisition Corporation		06/15/2010	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	ISM Enterprises, Inc.
Street Address:	629 East Butler Road
City:	Butler
State/Country:	PENNSYLVANIA
Postal Code:	16002
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2283074	PRO-TECT 2000
Registration Number:	2479508	ISM
Registration Number:	2347496	PROPOWER SYSTEM
Registration Number:	1672369	CARPENTERS' CHOICE ATRO
Registration Number:	1220587	AUTOMATIC SEALING EQUIPMENT
Registration Number:	0749062	FAS/NAILER
Registration Number:	0748653	SPACE SAVER
Registration Number:	0745668	CLINCHER
Registration Number:	0654745	CLINCHER
Registration Number:	0651373	GOLD CROWN
Registration Number:	0635412	ISM
Registration Number:	0599944	BOXER

OP \$365.00 2283074

Registration Number:	1805780	AIR NAIL
Registration Number:	1804103	AIR NAIL

CORRESPONDENCE DATA

Fax Number: (412)261-2760
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-281-0900
Email: richard@steelcitylawyers.com
Correspondent Name: Richard C. Thiele, Esq.
Address Line 1: 660 U.S. Steel Tower
Address Line 2: Suite 660
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

NAME OF SUBMITTER:	Richard C. Thiele
Signature:	/Richard C. Thiele/
Date:	11/11/2010

Total Attachments: 11
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ASSIGNMENT OF TRADEMARKS

This Assignment ("Assignment") is made effective as of the 15 day of ^{June} ~~May~~, 2010 by and between International Staple and Machine Company ("Assignor") and ISM Enterprises, Inc. ("Assignee").

WHEREAS, Assignor is the owner of the trademarks (the "Marks") as described in Exhibit A, attached hereto and incorporated by reference herein.

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks, together with: (1) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (2) all rights to sue for past, present and future infringements or misappropriations of the Marks.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

IN WITNESS WHEREOF, Assignor has duly executed under seal and delivered this Assignment, as of the day and year first above written.

International Staple and Machine Company

By: [Signature]
Its: CEO
Fahad G. Ghouse

ISM Enterprises, Inc.
By: [Signature]
Its: President

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF Allegheny SS.

This 6th day of June, 2010, before me came Fahad G. Ghouse personally known to me as the individual who executed the foregoing assignment on behalf of International Staple and Machine Company who has acknowledged, to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public:

[Signature]
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nicole E. Craig, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Sept. 27, 2013
Member, Pennsylvania Association of Notaries

[Handwritten mark]

ASSIGNMENT OF TRADEMARKS

EXHIBIT A

TRADEMARKS

Mark	Registration No.	Filing Date	Registration Date
ISM (with crown) and Design	635,412	10/9/1956	10/9/2006
ISM	2,479,508	8/21/2001	8/21/2011
ISM	2,479,597	8/21/2001	8/21/2011
Carpenters' Choice and Design	1,672,368	1/21/1982	1/21/2012
Automatic Sealing Equipment and Design	1,220,567	12/21/1982	12/21/2012
FAS' Nailer and Design	748,052	5/7/1983	5/7/2013
Clincher	745,666	2/26/1983	2/26/2013
Boxer	599,944	12/28/1954	12/28/2004
ProPower System	2,347,496	5/2/2000	5/2/2010



SECURED PARTY
GENERAL CONVEYANCE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Valens Offshore SPV I, Ltd. ("VOF") and Valens U.S. SPV I, LLC ("VUS" and together with VOF, the "Lenders" and each a "Lender"), each an assignee for Laurus Master Fund, Ltd. (in Liquidation), acting through their agent, LV Administrative Services, Inc. ("Agent" and together with VUS and VOF, the "Grantors" and each, a "Grantor") pursuant to their rights as secured parties under that certain Security Agreement dated as of September 8, 2006 (as amended, modified, supplemented and/or restated from time to time, the "Security Agreement") among Air Nail Company, ISM Acquisition Corporation ("ISM Acquisition") and International Staple and Machine Company ("ISM" and together with ISM Acquisition, the "Debtors" and each, a "Debtor") and pursuant to and in exercise of its rights as a secured party under the Uniform Commercial Code, for and in consideration of the sum of \$500,000 in immediately available funds, the receipt of which is hereby acknowledged, subject to collection (the "Purchase Price"), and for other good and valuable consideration, each Grantor hereby grants, assigns and sets over to ISM Enterprises, Inc., a Pennsylvania corporation ("Grantee") all of each Debtor's right, title and interest in and to the property described in Schedule A annexed hereto and made a part hereof (the "Conveyed Property"). Grantor hereby acknowledges and agrees that the Purchase Price shall be applied as a partial payment against amounts outstanding under that certain Secured Term Note, issued by Air Nail Company and the Debtors on September 8, 2006 to Laurus Master Fund, Ltd. (in Liquidation) ("Laurus"), as subsequently assigned by Laurus to Valens Offshore SPV I, Ltd. on July 1, 2008.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns; and each Grantor represents, warrants and covenants that, subject to the provisions herein, (I) Grantors provided timely and proper notice of the private sale of the Conveyed Property to all persons and entities legally required to be notified of the sale and (II) Grantee shall be vested with all of the Debtors' rights in the Conveyed Property to the full extent permitted by UCC § 9-617 free and clear of (a) Grantors' security interests, (b) subordinate security interests and (c) other subordinate liens, other than liens created under the laws of New York or Pennsylvania that are not to be discharged; provided that if a claim is made against Grantee with respect to the rights and property transferred to Grantee hereby, upon Grantee promptly advising Agent of any such claim and providing each Grantor with the right to defend same at such Grantor's sole cost and expense and by counsel of such Grantor's choosing, then with respect to such representation and warranty, Lenders shall be liable to Grantee to the extent of damages (and in no event shall Grantors be liable for consequential, special or punitive damages), if any, actually suffered by Grantee, but limited nevertheless to the Purchase Price. Grantee shall cooperate in the defense of any such third party claim. **EXCEPT AS HEREIN SPECIFICALLY SET FORTH, NO GRANTOR MAKES ANY WARRANTY, REPRESENTATION OR COVENANT, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO (A) TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION AND (B) MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY OF ANY OR ALL OF THE**

CONVEYED PROPERTY; AND GRANTEE ACKNOWLEDGES BY ITS ACCEPTANCE HEREOF THAT IT IS ACCEPTING ALL OF DEBTORS' RIGHTS IN AND TO SUCH PROPERTY, "AS IS," "WHERE IS" AND WITHOUT IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR COVENANT.

The Grantee shall have the sole responsibility of obtaining physical or electronic delivery and confirming receipt of the Conveyed Property and the failure to receive and obtain any such Conveyed Property shall in no way constitute a breach by any Grantor of this Bill of Sale.

The Grantee, by accepting this Secured Party General Conveyance and Bill of Sale, agrees to comply with all federal, state and local laws and regulations having force of law which apply to the Grantee's removal of and use of the property sold hereunder.

The Grantee hereby indemnifies and holds each Grantor harmless from and against any and all liability, loss, cost and expense incurred by any Grantor arising in any manner whatsoever out of sales and/or other taxes which are required to be paid by Grantee in connection with the transfer of the assets contemplated hereby.


This Secured Party General Conveyance and Bill of Sale and any claim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Secured Party General Conveyance and Bill of Sale, directly or indirectly, shall be governed by and construed in accordance with the laws of the STATE of NEW YORK without regard to any choice-of-law principle that would dictate the application of the laws of another jurisdiction.

This Secured Party General Conveyance and Bill of Sale (a) shall bind and inure to the parties hereto and their respective successors and assigns and (b) may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall be deemed a single instrument.

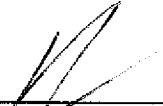
[SIGNATURE LINES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each Grantor has caused this instrument to be duly executed as of this 15th day of June, 2010.


VALENS OFFSHORE SPV I, LTD.
By: Valens Capital Management, LLC, its
investment manager

By: 
Name: David Grin
Title: Authorized Signatory

VALENS U.S. SPV I, LLC
By: Valens Capital Management, LLC, its
investment manager

By: 
Name: David Grin
Title: Authorized Signatory

LV ADMINISTRATIVE SERVICES, INC., as
agent

By: 
Name: David Grin
Title: Authorized Signatory

ACCEPTED AND AGREED TO:

ISM ENTERPRISES, INC.

By: _____
Its: _____

SCHEDULE A

Conveyed Property

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the UCC. The term “Intellectual Property” means any and all of the following, throughout the United States of America, patents, trademarks, tradenames, corporate names, fictitious business names, Internet domain names, trade styles, service marks, logos, and other source of business identifiers and the goodwill symbolized by and connected with the use thereof; copyrights (but excluding registered trademarks if any), mask works, designs, inventions, trade secrets, information, databases, rights of publicity, software, and any other proprietary rights and processes; any licenses to use any of the foregoing owned by a third party; registrations, applications and recordings pertaining to any of the foregoing; and rights to sue for past, present and future infringement, dilution, misappropriation, or other violation of any of the foregoing.

The Conveyed Property includes the following:

- (a) All Equipment of Debtors as defined in the Security Agreement (“Equipment”), which Equipment is mostly (but not completely) listed on Annex A hereto, and including but not limited to, all racking and all other Equipment found in Debtors’ premises at 617 E. Butler Road, Butler PA 16001;
- (b) All Intellectual Property of Debtors, including but not limited to the registered trademarks described on Annex B; and
- (c) The following categories of Books and Records of Debtors: customer lists, supplier lists, engineering drawings, insurance policies, files, computer files, purchase orders, computer discs and other data and software storage and media devices.

Notwithstanding the foregoing, to the extent the Conveyed Property consists of any contracts, contract rights, general intangibles or other assets which as a matter of law or contract are not assignable, then such contracts, contract rights, general intangibles and/or other assets shall automatically constitute Conveyed Property at the option of the Grantee, without further action on the part of any Grantor or Debtors, only at such time as the prohibition on assignment is lifted, terminated or otherwise no longer effective as a matter of law or is waived or the consent of the necessary party is obtained.

ANNEX A

EQUIPMENT

See Attached.

International Staple and Machine Company Equipment Detail

Location		Count	
ISM	NAW		
x		Bridgeport Milling Machine	5
x		Southbend Lathe	1
	x	Pallet wrapping Machine	1
x		ELB surface Grinder	1
x		Hydraulic H Frame Press	1
x		Nugier Shop Press	1
x		Prvomajska Promaster Lathe	1
	x	ALMCO Abrasive Cleaner	1
	x	Powermatic Verticle Band Saw	1
	x	Electronic Platform Scale	1
	x	Rockwell Horizontal Band Saw	1
x		Powermatic Floor Type Drill Press	1
x		Clausing Floor Type Drill Press	1
x		Surface Grinder Harig	1
x		Scissor Lift	1
x		Emmerson/Wells Metal Cutting Band Saw	1
x		Greenly Portable Band Saw	1
x		Lincoln/Miller welders	3
x		Falstrom Portable Arc Welder	1
x		Hobart Welder	0
x		Punch Press	1
x		Bench Top Drill Press	1
x		Rockwell Belt Sander Floor Type	1
x		Dayton Bench Top double end Grinder	2
x		Dayton Bench Top double end Grinder/ Belt	1
x		Belt sander	2
x		Safety Kleen Parts Washer	1
x		Custom MachineCell Milling Drilling etc	0
x		Precision Model 3 Bench Top Manual Sheer	0
x		Copair Rotary Screw Air Compressor	1
x		Gardner Denver Rotary Compressor	1
x		Ingersoll Rand Rorary Air Compressor	1
x		Air Filter Unit	0
x		Pioneer Chiller	1
x		Bench Top Double End Grinder	1
x		YUASA EXIDE Battery Charger for lift truck	2
x		Electric Lift Truck Walk behind	2
x		Electronic Lift Truck	2
	x	Circulating Fans	1
x		Pallet Lift Truck	0
	x	Jones and Lamson Optical Machine	1
x		Custom Carton Stick Line Complete	1
x		Custom Carton Stick Line W/O Flattner	1
x		Power Flattner 2 roll	1
x		Wire Flattner Stations 4 roll	2
x		Wire Take up units	2
x		Single Wire Staple Machines	7
x		Portable Wire welders	3
x		Custome Staple Roll Feed Machines - not running	7
x		Custome Staple Roll Feed Machines	16
x		Trash Compactor	1
x	x	Electronic Floor Sweeper	1
		Assorted Pallet and Storage Racks	0
x		Electric Personal Cart	0
x		Miscellaneous Tooling and Equipment	0
x		Rockwell Model 10A Horizontal Band Saw	1
x		Spools for Band Production	Lot
	x	Wire	Attachment A
	x	Miscellaneous Furniiture and Fixtures	Lot

Attachement A

27. ISM has several items of personal property remaining on the Leased Premises, including, but not limited to, the following (the "ISM Assets"):

a. Wire inventory by spool type as follows:

- i. Ten (10) large spools with bright and galvanized wire, including some spools on carriers for stacking, 10,000 lbs.;
- ii. Six (6) wooden spools with bright and galvanized wire, 3,000 lbs.;
- iii. Two (2) RP spools with bright and galvanized wire, 2,000 lbs.;
- iv. Twelve (12) yellow large spools with bright and galvanized wire, 20,000 lbs.;
- v. Eighteen (18) pins with copper wire, 18,000 lbs.;
- vi. Twelve (12) pins with galvanized wire, 15,000 lbs.;
- vii. Seven (7) RP spools, 4,500 lbs.

c. Office furniture and fixtures;

d. Floor scale;

e. Floor band saw;

f. Horizontal floor mounted band saw; and a

g. Green floor cleaner

ANNEX B

REGISTERED TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION OR FILING DATE	EXPIRATION DATE
ISM (with crown) and Design	635,412	10/9/1956	10/9/2006
ISM	2,479,508	8/21/2001	8/21/2011
ISM	2,479,507	8/21/2001	8/21/2011
Carpenters' Choice and Design	1,672,369	1/21/1992	1/21/2012
Automatic Sealing Equipment and Design	1,220,587	12/21/1982	12/21/2012
FAS' Nailer and Design	749,062	5/7/1963	5/7/2013
Clincher	745,668	2/26/1963	2/26/2013
Boxer	599,944	12/28/1954	12/28/2004
ProPower System	2,347,496	5/2/2000	5/2/2010