

## 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
General Hardware Manufacturing Co., Inc.		02/03/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	General Tools & Instruments Company LLC		
Street Address:	80 White Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3262382	ULTRATECH TOOL SYSTEM	
Registration Number:	3370221	ULTRATECH	
Registration Number:	2170638	GENERAL TOOLS	
Registration Number:	1190500	ULTRATEST	
Registration Number:	1653464	GENERAL	
Registration Number:	1222273	GENERAL	
CORRESPONDENCE DATA			
Fax Number:	6314745374		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(631)474-5373		
Email:	EDSchindler@att.net, EdwinSchindler@gmail.com, EdwinSchindler@yahoo.com, c.edwards@generaltools.com, c.williams@generaltools.com		
Correspondent Name:	Edwin D. Schindler		

OP \$165.00 3262382

Address Line 1: 4 High Oaks Court, P. O. Box 4259  
Address Line 4: Huntington, NEW YORK 11743-0777

NAME OF SUBMITTER:	Edwin D. Schindler
Signature:	/Edwin D. Schindler/
Date:	02/03/2014

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made on 2/3, 2014 between General Hardware Manufacturing Co., Inc. a New York corporation ("*Assignor*"), and General Tools & Instruments Company LLC, a New York limited liability company ("*Assignee*"), pursuant to a Membership Interest Purchase and Sale Agreement, to be entered into (the "*Purchase Agreement*"), by and among Assignor, Assignee, GTH Corp., a New York corporation, Tools & Instruments Acquisition Corporation, a New York corporation, and the Shareholders (as defined in the Purchase Agreement). Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

located at 80 White Street,  
New York, New York 10013

### RECITALS:

WHEREAS, the Assignor is the owner of the entire right, title and interest in and to the United States trademark registrations identified and set forth on Schedule A hereto (the "*Marks*") and the goodwill associated with the Marks;

WHEREAS, the Assignor was previously named "General Tools Manufacturing Co, Inc." and "General Tools Mfg. Co. Inc." and held said Marks under those corporate names;

WHEREAS, pursuant to the Purchase Agreement, the Marks and their associated goodwill are to be assigned to the Assignee; and

WHEREAS, the Assignor desires to assign and convey, and the Assignee desires to acquire, all of the Assignor's right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

NOW THEREFORE, for good and sufficient consideration (including the premises and covenants contemplated in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. The Assignor hereby assigns, sets over and transfers to the Assignee all of the Assignor's right, title and interest in, to and with respect to the following:
  - a) The Marks;
  - b) All common law rights and goodwill associated with the Marks; and
  - c) The right to recover damages for any and all past infringement.
3. The Assignor agrees, upon reasonable request and without further compensation, that the Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of the Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. The Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record the Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to the Assignee, as assignee of the entire right, title and interest in, to and under the same, for

the sole use and enjoyment of the Assignee and its successors, assigns or other legal representatives.

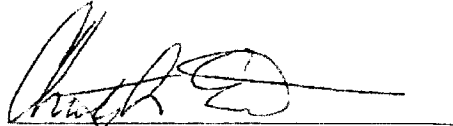
5. The Assignee hereby accepts the assignment and conveyance of the Marks.
6. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

**[Signature on the Following Page.]**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

**GENERAL HARDWARE MANUFACTURING  
CO., INC., a New York corporation, as Assignor**



By:



Name: Christopher Edwards

Title: Chief Procurement officer

SCHEDULE A

MARK	APPLN NO.	FILED	REGISTRATION NO.	REGISTRATION DATE
ULTRATECH TOOL SYSTEM 	78582524	03/08/05	3262382	07/10/07
ULTRATECH	78547103	01/13/05	3370221	01/15/08
GENERAL	74684311	06/05/95	2170638	07/07/98
UNTRATEST GENERAL	73247697	01/25/80	1190500	02/23/82
	74033463	02/28/90	1653464	08/13/91
GENERAL	73219516	06/13/79	1222273	01/04/83

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