

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
Litton Systems, Inc.		02/13/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KAC Holdings, Inc.
Street Address:	515 East Touhy Avenue
City:	Des Plaines
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1118068	44
Registration Number:	1809894	AQUABOND
Registration Number:	1092043	BIO-KLEEN
Registration Number:	1099935	COPPER-NU
Registration Number:	2343518	EASY PROFILE
Registration Number:	1307642	FLO-RITE
Registration Number:	1695166	FLUX-PEN
Registration Number:	1556536	KESTER
Registration Number:	1557479	KESTER
Registration Number:	502470	KESTER
Registration Number:	502628	KESTER
Registration Number:	991986	KWIK-DRAW
Registration Number:	513006	METAL MENDER
Registration Number:	1099118	NICKEL-NU
Registration Number:	1271511	POCKET-PAK

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Registration Number:	1282879	PROTECTO
Registration Number:	1286648	SCALE-OFF
Registration Number:	2173918	SE-CURE
Registration Number:	1271510	SIL-STRONG
Registration Number:	720235	SOLDERFORMS
Registration Number:	1099934	SOLDER-NU
Registration Number:	1286649	SOLDER-SAVER
Registration Number:	1590389	THE SOLDER CONNECTION
Registration Number:	1021955	ULTRAPURE
Registration Number:	1299263	ULTRAPURE
Registration Number:	2408453	ULTRA-SPHERES
Serial Number:	78221005	HYDROMARK
Serial Number:	78284602	LEAD FREE SOLUTIONS
Serial Number:	78221011	PUREMARK
Serial Number:	78238397	SAFALLOY
Serial Number:	78181667	THERMAPURE

CORRESPONDENCE DATA

Fax Number: (312)427-6663
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 427-1300
Email: CHIUSTM@LADAS.NET
Correspondent Name: Ladas & Parry
Address Line 1: 224 South Michigan Avenue
Address Line 2: Suite 1200
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER: John E. McKie

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 13, 2004 ("Effective Date") by and between LITTON SYSTEMS, INC., a Delaware corporation, with its principal office at 1840 Century Park East, Los Angeles, California 90067-2199 ("Assignor"), and KAC HOLDINGS, INC., a Delaware corporation, with its principal office at 515 East Touhy Avenue, Des Plaines, Illinois 60018 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Stock and Asset Purchase and Sale Agreement, dated January 28, 2004 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations and the foreign applications for trademark registration set forth on Schedule C attached hereto, and the unregistered trademarks set forth on Schedule D attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the

purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

LITTON SYSTEMS, INC.



Name: David Strode

Title: Assistant Secretary

KAC HOLDINGS, INC.

Name: Mark Holroyd

Title: Vice President and Secretary

purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

LITTON SYSTEMS, INC.

Name: John H. Mullan

Title: Secretary

KAC HOLDINGS, INC.

Name: Mark Holroyd

Title: Vice President and Secretary

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK NAME	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION FILING DATE
44	U.S.	1118068	5/15/79	73/159665	2/23/78
AQUABOND	U.S.	1809894	12/7/93	74/151985	3/28/91
BIO-KLEEN	U.S.	1092043	5/30/78	73/146209	10/26/77
COPPER-NU	U.S.	1099935	8/22/78	73/146243	10/27/77
EASY PROFILE	U.S.	2343518	4/18/00	75727662	6/14/99
FLO-RITE	U.S.	1307642	12/4/84	73/443528	9/12/83
FLUX-PEN	U.S.	1695166	6/16/92	74/155700	4/10/91
KESTART AND DESIGN	U.S.	1236897	5/10/83	73/307674	4/27/81
KESTER	U.S.	1556536	9/19/89	73/771509	12/27/88
KESTER	U.S.	1557479	9/26/89	73/771508	12/27/88
KESTER	U.S.	502470	9/28/48	71/529271	7/23/47
KESTER	U.S.	502628	10/5/48	71/529270	7/23/47
KWIK-DRAW	U.S.	991986	8/27/74	72/436468	9/22/72
METAL MENDER	U.S.	513006	8/2/49	71/529272	7/23/47
NICKEL-NU	U.S.	1099118	8/15/78	73/146276	10/27/77
POCKET-PAK	U.S.	1271511	3/27/84	73/388192	9/23/82
PROTECTO	U.S.	1282879	6/26/84	73/388294	9/23/82
SCALE-OFF	U.S.	1286648	7/24/84	73/388295	9/23/82
SE-CURE	U.S.	2173918	7/14/98	75/239216	2/10/97
SIL-STRONG	U.S.	1271510	3/27/84	73/388163	9/23/82
SOLDERFORMS	U.S.	720235	8/22/61	72/088326	12/31/59
SOLDER-NU	U.S.	1099934	8/22/78	73/146242	10/27/77
SOLDER-SAVER	U.S.	1286649	7/24/84	73/388296	9/23/82
THE SOLDER CONNECTION	U.S.	1590389	4/10/90	73/796064	4/27/89
ULTRAPURE	U.S.	1021955	10/7/75	73/039668	12/16/74
ULTRAPURE	U.S.	1299263	10/9/84	73/393760	9/29/82
ULTRA-SPHERES	U.S.	2408453	11/28/00	75/838442	11/2/99

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

TRADEMARK NAME	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION FILING DATE
HYDROMARK	U.S.	Pending		78/221005	3/3/03
LEAD FREE SOLUTIONS	U.S.	Pending		78/284,602	8/7/03
PUREMARK	U.S.	Pending		78/221011	3/3/03
SAFALLOY	U.S.	Pending		78/238397	4/16/03
THERMAPURE	U.S.	Pending		78/181667	11/5/02