

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
HI-SHEAR CORPORATION		03/27/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. INDUSTRIAL TOOL & SUPPLY COMPANY		
Street Address:	14083 South Normandie Avenue		
City:	Gardena		
State/Country:	CALIFORNIA		
Postal Code:	90249		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1845348	ULTRALITE	
CORRESPONDENCE DATA			
Fax Number:	(612)371-3207		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612/371-3211		
Email:	TMG@LINDQUIST.COM		
Correspondent Name:	LINDQUIST & VENNUM P.L.L.P.		
Address Line 1:	80 SOUTH EIGHTH STREET		
Address Line 2:	4200 IDS CENTER		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	452122.0009		
NAME OF SUBMITTER:	CONNIE HEIKKILA		
Signature:	/connieheikkila/		
Date:	03/30/2006		

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Total Attachments: 3
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TRADEMARK ASSIGNMENT

WHEREAS, Hi-Shear Corporation, a Delaware corporation and successor in interest by operation of law to HSAQ Corporation ("Assignor"), is the owner of the trademark listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Trademark");

AND WHEREAS, the Assignor has agreed to assign and does hereby assign to U.S. Industrial Tool and Supply Company, a Delaware corporation ("Assignee") all right, title, and interest, in and to, the Trademark, including all goodwill associated with the Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has assigned and transferred and does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademarks, including all goodwill associated with the Trademark, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor further assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Trademark, with the right to sue and collect the same.

3. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

4. Assignor agrees that it will, upon request, and without further consideration, do such things and execute such further documents as may be necessary or desirable to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

6. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

Dated: March 27, 2006

ASSIGNOR:

HI-SHEAR CORPORATION
a Delaware corporation

By: Mary L. Hanley
Name: Mary L. Hanley
Title: CFO, US Operations

STATE OF California)
COUNTY OF Los Angeles)ss:

On this 27th day of March 2006, personally appeared Mary L. Hanley,
the CFO of Hi-Shear corporation, a Delaware corporation, and acknowledged
that he executed the foregoing Assignment on behalf of said company pursuant to authority duly
received.

Susan E Cravens
Notary Public

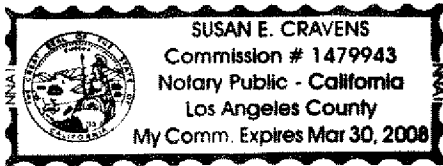


EXHIBIT A
Registered U.S. Trademark

MARK

Registration Number.

STATUS

ULTRALITE

1,845,348

Registered