

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank One NA		05/01/2003	National Banking Association:
RECEIVING PARTY DATA			
Name:	Nelson Stud Welding, Inc.		
Street Address:	7900 West Ridge Road		
City:	Elyria		
State/Country:	OHIO		
Postal Code:	44036-2019		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	72105975	NELSON	
Serial Number:	72105977	NELSON	
Serial Number:	72198351	TRANQUIL-ARC	
CORRESPONDENCE DATA			
Fax Number:	(215)655-2617		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jay.johnston@dechert.com		
Correspondent Name:	James J. Johnston		
Address Line 1:	Cira Centre, 2929 Arch Street		
Address Line 2:	Dechert LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
NAME OF SUBMITTER:	Kristina M. Case		
Signature:	/Kristina Case/		
Date:	04/25/2007		

CH \$90.00 72105975

Total Attachments: 5

source=Bank_One#page1.tif

source=Bank_One#page2.tif

source=Bank_One#page3.tif

source=Bank_One#page4.tif

source=Bank_One#page5.tif



May 1, 2003

Nelson Stud Welding, Inc.
Progressive Stamping Co. (DE), Inc.
TRW Nelson Bolzenschweiss-Technik GMBH & Co. KG
c/o FastenTech, Inc.
8500 Normandale Lake Boulevard
Suite 1230
Bloomington, MN 55437

Attn: David Harbert

Re: Repayment of Existing Credit Facility

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of March 16, 2000, as amended, among Nelson Stud Welding, Inc. (the "**Company**"), Progressive Stamping Co. (DE), Inc., the Subsidiary Borrowers, the Institutions from time to time parties thereto as lenders, Bank One, NA, as Administrative Agent (the "**Agent**"), Wachovia Bank, N.A., as Syndication Agent, Banc One Capital Markets, Inc., as Co-Arranger and Sole Book Runner and Wachovia Securities, Inc., as Co-Arranger, pursuant to which the Lenders have made secured loans to, and issued letters of credit for the account of, the Borrowers (together with the Alternate Currency Addendum for German Borrowers, the "**Existing Credit Agreement**"). All capitalized terms used and not otherwise defined in this letter shall have the meanings attributed to them in the Existing Credit Agreement.

We understand that you intend to repay all amounts owed to the Lenders and any other party under or in connection with the Loan Documents, to provide cash or other collateral reasonably acceptable to the Agent (the "**Letter of Credit Collateral**") in an amount equal to \$50,000 to Bank One, NA as Issuing Lender under the Credit Agreement ("**Bank One**") to support the reimbursement obligations with respect to an outstanding Letter of Credit (the "**Existing Letter of Credit**"), and to terminate the Loan Documents, on or around May 1, 2003. The Company agrees that, until the date of return of the Existing Letter of Credit, or, if earlier, the final expiration date thereof, and thereafter as long as any amount is payable to Bank One in respect of such Existing Letter of Credit, the Company shall maintain a special collateral account pursuant to arrangements reasonably satisfactory to the Agent (the "**Collateral Account**") at the Agent's office in Chicago, in the name of the Company but under the sole dominion and control of the Agent, for the benefit of Bank One, and in which the Company shall have no interest except as set forth in the last sentence of this paragraph. The Company hereby pledges, assigns and grants to the Agent, on behalf of and for the benefit of Bank One, a security interest in all of the Company's right, title and interest in and to all funds which may from time to time be on deposit in the Collateral Account to secure the prompt and complete payment and performance of the Company's reimbursement and other obligations in respect of the Existing Letter of

TRADEMARK

REEL: 003528 FRAME: 0895

Credit. After all of the reimbursement and other obligations in respect of the Existing Letter of Credit have been paid in full in cash, any funds remaining in the Collateral Account shall be returned by the Agent to the Company or paid to whomever may be legally entitled thereto at such time.

The term "Payoff Amount" as used herein means the amount of \$34,124,258.70, representing \$15,159,871.62 of outstanding Tranche A Term Loans and interest accrued thereon, \$15,908,249.47 of outstanding Tranche B Term Loans and interest accrued thereon, \$3,015,981.36 of outstanding Tranche C Term Loans and interest accrued thereon (the "**Estimated Tranche C Amount**"; it being understood and agreed that such amount is an estimate of the dollar equivalent of the Tranche C Term Loans as of the date hereof; the Company shall promptly pay to the Agent on or before May 5, 2003 an amount equal to the excess, if any, of the actual amount in Dollars of the Tranche C Term Loans (calculated on the basis of the arithmetic mean of the buy and sell spot rates of exchange of the Agent in the London interbank market as of May 2, 2003 as determined by the Agent and notified to the Company) (the "**Actual Tranche C Amount**") over the Estimated Tranche C Amount; and the Agent shall promptly remit to the Company on or before May 5, 2003 an amount equal to the excess, if any, of the Estimated Tranche C Amount over the Actual Tranche C Amount), \$0 of outstanding Revolving Loans (assuming that no additional Revolving Loans shall be made on or after the date of this letter) and interest accrued thereon, \$656.25 in accrued commitment fees, \$4,500.00 in breakfunding charges, and \$35,000.00 for unpaid administrative fees.

We further agree that upon (i) the Agent's receipt of the Payoff Amount in immediately available funds, (ii) the Agent's receipt of the Letter of Credit Collateral for the benefit of Bank One, NA as Issuing Lender, and (iii) the Agent's counsel's (Sidley Austin Brown & Wood) receipt of \$5,000.00 in connection with fees and expenses incurred in connection with the Existing Credit Agreement and the Loan Documents (collectively, the "**Payoff Deliveries**"):

1. Any and all liens and mortgages upon, and security interests and pledges in, any Collateral (collectively, the "**Liens**") shall automatically be terminated and released, and further confirm that: (i) we claim no lien, security interest, mortgage or pledge on or in any of the Borrowers' or Guarantors' assets or property to secure the Loans or other amounts owing under the Loan Documents, and (ii) all outstanding principal of, premium, if any, and accrued interest on, all Loans and any and all other indebtedness, liabilities and obligations owed to the Lenders, Issuing Lender or any other party under the Loan Documents have been paid and satisfied in full (other than in respect of the Existing Letter of Credit and contingent indemnity claims that by their express terms survive the termination of the Loan Documents).
2. The Loan Documents are terminated and are of no further force or effect (other than in respect of contingent indemnity claims that by their express terms survive the termination of the Loan Documents).
3. In order to evidence the termination of public filings of the Liens we hereby authorize you to file and record (i) UCC-3 termination statements in appropriate

form on our behalf, and (ii) mortgage terminations executed by the Agent, to evidence the matters in number 1 above.

4. We release and deliver to you, and you hereby acknowledge receipt of, all stock certificates and other instruments pledged to the Agent as Collateral.
5. We hereby confirm and agree that, from time to time after the delivery of the Payoff Deliveries, we will, upon your reasonable request, and at your expense, execute and deliver such additional lien releases and/or other documents, including mortgage terminations, Patent and Trademark Office filings and other filings, as may be necessary to effectively terminate notice of any and all of the Liens on any public record or otherwise effectuate the purposes of this letter.

Payments to the Agent should be made as follows:

Bank One, NA
ABA No. 071000013
Attn: Loan Processing DP
Account No. 481152860000
Bank to Bank Info: Nelson Stud Welding
Reference: Attn: Martin Cattan

Payments to Sidley Austin Brown & Wood should be made as follows:

Sidley Austin Brown & Wood
Bank One, NA
ABA No. 071000013
Account No. 5519624
Reference: 36084/33290 (Nelson Stud Welding)

This letter shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

BANK ONE, NA, in its capacity as
administrative agent under the Existing Credit
Agreement

By: *Mike Kelly*
Name: *Mike Kelly*
Title: *Associate Director*

Each of the undersigned hereby
acknowledges its receipt and
acceptance of and agreement to
the terms and conditions of
this letter:

NELSON STUD WELDING, INC.

By: _____
Name:
Title:

PROGRESSIVE STAMPING CO. (DE), INC.

By: _____
Name:
Title:

TRW NELSON BOLZENSCHWEISS
TECHNIK GMBH & CO. KG

By: _____
Name:
Title:

Signature Page to Payoff Letter (Nelson Stud Welding)

Very truly yours,

BANK ONE, NA, in its capacity as
administrative agent under the Existing Credit
Agreement

By: _____
Name:
Title:

Each of the undersigned hereby
acknowledges its receipt and
acceptance of and agreement to
the terms and conditions of
this letter:

NELSON STUD WELDING, INC.

By: Ronald B. Katch
Name: *Ronald B. Katch*
Title: *Chairman, Vice President and Assistant Secretary*

PROGRESSIVE STAMPING CO. (DE), INC.

By: Ronald B. Katch
Name: *Ronald B. Katch*
Title: *Chairman, Vice President and Assistant Secretary*

TRW NELSON BOLZENSCHWEISS
TECHNIK GMBH & CO. KG

D... *D. J. B. L. O. A*