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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
Arlon LLC		103/25/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FLEXcon Industrial LLC
Street Address:	1 FLEXcon Park
City:	Spencer
State/Country:	MASSACHUSETTS
Postal Code:	01562
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	3851870	CAST FLEX	

CORRESPONDENCE DATA

Fax Number: (617)426-2275

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-426-9180

Email: whilton@gc-law.com

Correspondent Name: Gauthier & Connors LLP

Address Line 1: 225 Franklin Street

Address Line 2: Suite 2300

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	FLEX.9336
NAME OF SUBMITTER:	William E. Hilton
Signature:	/William E. Hilton/
I	

TRADEMARK REEL: 004544 FRAME: 0599

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Date:	05/19/2011
Total Attachments: 4 source=Assignment-9336#page1.tif source=Assignment-9336#page2.tif source=Assignment-9336#page3.tif source=Assignment-9336#page4.tif	

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Arlon LLC, a limited liability company organized and existing under the laws of the State of Delaware, located and doing business at 2811 S. Harbor Blvd., Santa Ana, CA 92704, U.S.A. (hereinafter referred to as "Assignor"), is the owner of certain right, title and interest in and to the Trademarks (as such term is defined in that certain Asset Purchase Agreement, dated as of March 25, 2011 (the "APA"), to which each of the Assignor and Assignee are parties), including but not limited to those set forth on Schedule A hereto as well as the registrations and pending applications in the United States Patent and Trademark Office and of certain foreign counterparts and all goodwill associated therewith ("Marks");

WHEREAS, Assignor desires to sell, assign and transfer to FLEXcon Industrial LLC, a limited liability company organized and existing under the laws of the State of Delaware, located and doing business at 1 FLEXcon Park, Spencer, MA 01562, U.S.A. (hereinafter referred to as "Assignee"), and Assignee desires to acquire, its right, title and interest in and to the Marks; and

WHEREAS, Assignor and Assignee are parties to the APA, pursuant to which Assignor has agreed to sell, and/or cause its applicable affiliates to sell, to Assignee, and Assignee has agreed to purchase from Assignor, certain purchased assets, including, without limitation, the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire and exclusive right, title and interest, whether statutory or at common law, in and to the Marks together with the right to sue and recover for all past, present or future causes of action for infringement, dilution of or damage or injury to the Marks, and the right to receive and retain the proceeds, profits or damages relating to such causes of action. Assignor further agrees, and to cause its affiliates and their respective employees, consultants, legal representatives, and its and their successors and/or assigns, to execute and have executed all documents, instruments and papers and to perform all acts, without any further consideration but at the cost and expense of Assignee, as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title and interests, including the execution of any related domestic or foreign application documents. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue all registrations resulting from all the applications in the Marks to Assignee, its successors and assigns.

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TRADEMARK REEL: 004544 FRAME: 0601 IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this Trademark Assignment, as an instrument under seal on this __th day of March, 2011.

Arlon L

By:

Name: Glen M. Kassan

Title: Manager

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Glen Kassan

Mar 25 11 06:27a

03/25/2011 8:55 AM FAX 2034836158 **FLEXCON** Mar. 25. 2011 8:50AM

No. 5422 P. 3

FLEXcon Industrial LLC

By FLEXcon Holdings (Americas) LLC.

Jelra Oz. Snow

Its Managing Member

Dated: March 25, 2011

By:

Title: Manager

STATE OF Massachusetts

On this 35 day of March 2011, before me appeared Nell D. McDonough, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and decd.

DEBRA A. SNOW Notary Public Massachusetts

ommi≇sion Expires May 13, 2016

[Signature Page to Trademark Assignment (TX)]

Schedule A

Trademärk & Owner	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
CAST FLEX	3,851,870	09/21/2010	09/21/2020		77/930,760	02/08/2010
US						
Arlon, Inc.	:					

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RECORDED: 05/19/2011

TRADEMARK REEL: 004544 FRAME: 0604