

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barnes Group Inc.		04/22/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sid Tool Co., Inc.
Street Address:	75 Maxess Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4229271	BD LASER
Registration Number:	1702681	KAR
Registration Number:	2635603	KAR TITE
Registration Number:	2695370	KAR TITE A354-BD

CORRESPONDENCE DATA

Fax Number: 2126971559
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 696-6140
 Email: trademarks@curtis.com
 Correspondent Name: Michael R. Graif
 Address Line 1: 101 Park Avenue
 Address Line 2: 35th Floor
 Address Line 4: New York, NEW YORK 10178

NAME OF SUBMITTER:	Michael R. Graif
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OP \$115.00 4229271

Signature:	/Michael R. Graif/
Date:	05/20/2013
Total Attachments: 3 source=Trademark Assignment Agreement - Non-Canadian#page1.tif source=Trademark Assignment Agreement - Non-Canadian#page2.tif source=Trademark Assignment Agreement - Non-Canadian#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Agreement**"), dated this 22nd day of April, 2013, is being delivered by each of Barnes Group Inc., a Delaware corporation ("**Seller**"), and The Wallace Barnes Company, a Connecticut corporation and a subsidiary of Seller ("**Wallace**" and, together with Seller, "**Assignors**"), to Sid Tool Co., Inc., a New York corporation ("**Assignee**"). Any capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Seller and MSC Industrial Direct Co., Inc. ("**Buyer**") are parties to that certain Asset Purchase Agreement, dated February 22, 2013 (the "**Purchase Agreement**"), pursuant to which, among other things, Seller did agree (and did agree to cause each of its applicable subsidiaries) to sell, convey, assign (but only to the extent assignable) and transfer to Buyer or the applicable member of the Buyer Group all right, title and interest in and to the Transferred Assets (as defined in the Purchase Agreement), including, without limitation, all interest in the trademarks listed on Schedule A attached hereto (the "**Trademarks**");

WHEREAS, Assignors are the current owners of the Trademarks as set forth on Schedule A attached hereto; and

WHEREAS, Assignee wishes to acquire all of Assignors' right, title and interest in and to the Trademarks, and Assignors wish to assign the same to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of 12:01 a.m. on the Closing Date each Assignor hereby sells, conveys, assigns (but only to the extent assignable) and transfers to Assignee, all of its right, title and interest, including common law rights, in and to the Trademarks, together with the goodwill associated therewith, and the entire business and/or portion thereof to which the Trademarks pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by such Assignor had the assignment not been made.

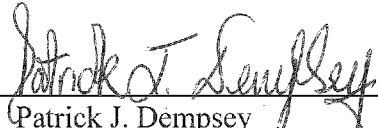
In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the Purchase Agreement, or the interpretation and application thereof, the terms and conditions set forth in the Purchase Agreement shall prevail, govern and control in all respects. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignors and Assignee.

[Signatures on following page]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ASSIGNORS:

BARNES GROUP INC.

By: 
Name: Patrick J. Dempsey
Title: President and Chief Executive Officer

THE WALLACE BARNES COMPANY

By: 
Name: Christopher J. Stephens, Jr.
Title: President

Schedule A: Trademark Registrations

Trademark	Country	Reg. No.	Reg. Date	Owner
BD LASER	USA	4229271	10/23/2012	Barnes Group Inc.
BD7-77	USA	2422864	1/23/2001	The Wallace Barnes Company
BIODYNE & Design	USA	1662899	10/29/1991	The Wallace Barnes Company
BOWMABRAZE	USA	920688	9/21/1971	The Wallace Barnes Company
BOWMA-CRIMP	USA	1492035	6/14/1988	The Wallace Barnes Company
BOWMA-GRIP	Mexico	416223	6/17/1992	The Wallace Barnes Company
BOWMA-GRIP	USA	1013390	6/17/1975	The Wallace Barnes Company
BOWMALLOY	Mexico	617797	8/11/1999	The Wallace Barnes Company
BOWMALLOY	USA	674836	3/3/1959	The Wallace Barnes Company
BOWMAN	EU/EC	185272	5/28/1998	The Wallace Barnes Company
BOWMAN	Mexico	357516	8/30/1988	The Wallace Barnes Company
BOWMAN	Mexico	212084	3/14/1978	The Wallace Barnes Company
BOWMAN	USA	2264707	7/27/1999	The Wallace Barnes Company
BOWMAN & Design (Hexagonal "O")	Mexico	852029	9/22/2004	The Wallace Barnes Company
BOWMA-SEAL	USA	1798683	10/12/1993	The Wallace Barnes Company
BOWMA-TORQ	Mexico	617798	8/11/1999	The Wallace Barnes Company
BOWMA-TORQ	USA	919686	9/7/1971	The Wallace Barnes Company
BOWMAWELD	USA	941470	8/22/1972	The Wallace Barnes Company
BOWMETRIC	Mexico	617800	8/11/1999	The Wallace Barnes Company
CURTIS	USA	2122787	12/23/1997	The Wallace Barnes Company
ENABLEDMRO	USA	2903648	11/16/2004	The Wallace Barnes Company
KAR	USA	1702681	7/28/1992	Barnes Group Inc.
KAR TITE	USA	2635603	10/15/2002	Barnes Group Inc.
KAR TITE A354-BD	USA	2695370	3/11/2003	Barnes Group Inc.
MECHANICS CHOICE	USA	1262075	12/27/1983	The Wallace Barnes Company
MRO PRO	USA	2759719	9/2/2003	The Wallace Barnes Company
PLASTI-CRIMP	USA	1601963	6/19/1990	The Wallace Barnes Company
QUAD-CUT	France	98730720	4/30/1998	Barnes Group Inc.
QUAD-CUT	UK	2197166	10/22/1999	The Wallace Barnes Company
QUAD-CUT	UK	1363416	11/11/1988	The Wallace Barnes Company
QUAD-CUT	USA	1383999	2/25/1986	The Wallace Barnes Company
QUAD-CUT	USA	2363689	7/4/2000	The Wallace Barnes Company
QUAD-CUT 4X4	USA	1966338	4/9/1996	The Wallace Barnes Company
QUALITY PRODUCTS & SERVICE	USA	2353832	5/30/2000	The Wallace Barnes Company
QUALITY PRODUCTS & SERVICE & Design	UK	2221120	8/25/2000	The Wallace Barnes Company