

MRP 6/1/98

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

JUN 4 1998

Tab settings



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To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

1. Name of conveying party(ies):

AWC 1997 Corporation (formerly known as Alpha Wire Corporation)

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Belden Wire & Cable Company

Internal Address:

Street Address: 2200 U.S. Highway 27 South Richmond, Indiana 47374

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: April 6, 1998

4. Application number(s) or registration number(s):

ATTORNEY DOCKET NO.: 506x653

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2058525

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

LAFF, WHITESEL, CONTE & SARET, LTD.

ATTORNEYS AT LAW

401 NORTH MICHIGAN AVENUE CHICAGO, ILLINOIS 60611-4212

Direct Telephone Calls to: James B. Conte at telephone No. (312) 661-2100. Fax (312) 661-0029

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first-class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231 on

Date: 6/1/98 Nancy K. Thompson TYPED NAME: Nancy K. Thompson

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 12-0064

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James B. Conte Name of Person Signing

James Conte Signature

6/1/98 Date

Total number of pages including cover sheet, attachments, and document: 4

**TRADEMARK
ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Agreement") is made on March , 1998 by and between AWC 1997 Corporation, a New Jersey corporation formerly known as Alpha Wire Corporation ("Assignor"), and Belden Wire & Cable Company ("Assignee"), a Delaware corporation.

WHEREAS, as of November 21, 1996, Assignor and Assignee entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") for Assignor's sale to Assignee of certain assets of Assignor's Business (as that term is defined in the Asset Purchase Agreement), including Assignor's Intellectual Property;

WHEREAS, in connection with the consummation of the Asset Purchase Agreement, the Assignor and Assignee entered into a Trademark and Copyright Assignment Agreement dated as of January 8, 1997 (the "Original Trademark Assignment"), for the transfer of Assignor to Assignee of the intellectual property of Assignor; and

WHEREAS, through inadvertence the Original Trademark Assignment omitted a mark containing the word "ALPHA" and a blue design, which application was assigned Serial No. 74/439,951 and was issued under Registration No. 2058525 (the "Subject Mark");and


WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Subject Mark;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property.

- (a) Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in and to the Subject Mark together with (a) the goodwill of the business symbolized by and associated with the Subject Mark, and (b) the right to sue and collect for, and the right to profit or damages due or accrued or arising out of or in connection with, any and all past, present or future infringements or dilutions or damages to the Subject Mark or such associated goodwill.
- (b) Assignor does hereby further covenant and agree that it will not execute any writing or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request without further consideration, but at the expense of the Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may reasonably determine as necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving the Subject Mark, except that Assignor shall bear such expenses when such acts are necessary to carry out its obligations under the provisions of the Asset Purchase Agreement.

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Notary Public
My Commission Expires: 4/5/02

RECORDED: 06/04/1998

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REEL: 1744 FRAME: 0305