MRR COLULAR	
FORM PTO-1594 (Rev. 6-93) REC(06 - 24	-1998 HEET US DEPARTMENT OF COMMERCE
OMB No. 0651 0011 (over 4/04)	Patent and Trademark Office
1 ab settings □ □ □ ▼	
To the Honorable Commissioner of Pate. 10074	hed original documents or copy thereof.
Name of conveying party(ies):	2. Name and address of receiving party(ies)
AWC 1997 Corporation	Name: Belden Wire & Cable Company
(formerly known as Alpha Wire Corporation)	Internal Address:
☐ Individual(s) ☐ Association	
☐ General Partnership ☐ Limited Partnership	Street Address: 2200 U.S. Highway 27 South Richmond, Indiana 47374
Additional name(s) of conveying party(ies) attached? ☐ Yes ☑ No	☐ Individual(s) citizenship
Nature of conveyance:	☐ Association☐ General Partnership
	☐ Limited Partnership ☐ Corporation-State
☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name	1 = =
☐ Other	If assignee is not domiciled in the United States, a domestic representative designation is attached:
Execution Date: April 6, 1998	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? ☐ Yes ☐ No
4 Application number(a) or registration number(a)	ATTORNEY DOCKET NO.: 506x653
4. Application number(s) or registration number(s):	I
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	6. Total number of applications and
concerning document should be mailed:	registrations involved:
LAFF, WHITESEL, CONTE & SARET, LTD. ATTORNEYS AT LAW	
401 NORTH MICHIGAN AVENUE CHICAGO, ILLINOIS 60611-4212	7. Total fee (37 CFR 3.41)\$_40.00
Direct Telephone Calls to: <u>James B. Conte</u>	☑ Enclosed
at telephone No. (312) 661-2100. Fax (312) 661-0029	☐ Authorized to be charged to deposit account
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,	8. Deposit account number: 12-0064
D.C. 20231 on	8
Date: 6/198 Cincy Chompson	8
DO NOT U	(Attach duplicate copy of this page if paying by posit account) SE THIS SPACE
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9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attaches copy is a true copy of	
To the best of my knowledge and belief, the foregoing information is true and correct and any attachescopy is a true copy of the original document.	
James B. Conte	
James B. Conte	e Conti = 4/1/10

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.

TRADEMARK REEL: 1744 FRAME: 0303 2. Effective Date of Assignment. The assignment provided for by this Agreement shall be deemed effective as of January 8, 1997, and Assignor shall as of such date be deemed to have given Assignee possession of the Subject Mark and any right, title and interest therein.

3. **Miscellaneous**.

- (a) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- (b) If any party commences an action against any of the parties arising out of or in connection with this Agreement, the prevailing party or parties shall be entitled to recover from the losing party or parties reasonable attorneys' fees and costs of suit.
- (c) This Agreement shall be binding on and inure to the benefit of the parties and their successors.
- (d) This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by Assignor and Assignee.

 Notwithstanding any contrary provision, with respect to any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.
- (e) This Agreement is governed by and will be construed in accordance with the laws of Illinois.
- (f) All capitalized terms not otherwise defined in this Agreement shall have the meaning given them in the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement on the date first set forth above.

AWC 1997 Corporation	Belden Wire & Cable Company
Assignor	Assignee
By: Chapman	By: Kenn bloan well Title: Sunsy
STATE OF MA) SS COUNTY OF MACESTY	
COUNTY OF 「Tipoにつる)	
On, 1998, before me, a notary public appeared Friend & Cowen, being by me of AWC 1997 Corporation	e first duly sworn, declared he is the on, and that the foregoing instrument is signed
on behalf of the corporation by authority of its boa	rd of directors as its free act and deed.

Notary Public

My Commission Expires:

 $S: \verb|\LEGAL\ACQ\ALPHA\DOCUMENT\TRADE.3AG| \\$

RECORDED: 06/04/1998