

FORM PTO-1594  
Rev. 6-85)

MRD REC



INCC I

Patent and Trademark Office

IMB No. 0651-0011 (exp. 4/94)

3-5-99

100940728

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Premier Farnell Corp.

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

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

3. Nature of conveyance:

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

Execution Date: 1/29/99

2. Name and address of receiving party(ies)

Name: Premier Farnell, LLC

Internal Address:

Street Address: 4500 Euclid Ave.

City: Cleveland State: OH ZIP: 44103

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

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

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

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

Additional numbers attached?  Yes  No

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

Name: Timothy C. Leslie

Internal Address: Corporate Legal Dept.

Street Address: 4500 Euclid Ave.

Cleveland, OH 44103

City: State: ZIP:

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41).....\$ 490.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

03/19/1999 DCUATES 00000005 1117166

DO NOT USE THIS SPACE

01 FL:48. 40.00 UP  
02 FL:48? 450.00 UP

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.

Timothy C. Leslie  
Name of Person Signing

Signature

3/5/99

Date

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

EXHIBIT A

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AKROMATIC	1,117,166	May 1, 1979
AKRON	642,216	March 5, 1957
ENVIROPRO	1,717,308	September 22, 1992
ETP	1,748,071	January 26, 1993
EURO-BLACK	1,702,716	July 28, 1992
MISCELLANEOUS DESIGN	1,683,583	April 21, 1992
N-DIT	681,619	July 7, 1959
PLASTICON	680,267	June 16, 1959
PLEXALENE	1,120,341	June 19, 1979
PREMALLOY	1,080,780	January 3, 1978
PREMIER	1,721,978	October 6, 1992
PREMIER AND DESIGN	1,726,466	October 20, 1992
SUPERTANIUM	653,655	October 29, 1957
SUPERTANIUM AND DESIGN	1,685,052	May 5, 1992
TANIUM	671,398	December 23, 1958
TREX-ONICS	1,768,529	May 4, 1993

<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
HY-TREX	75/530,800	August 4, 1998
SUPER-TREX	75/530,598	August 4, 1998
YOUR CHOICE BEHIND THE LINE OF FIRE	75/428,117	February 3, 1998

## ASSIGNMENT OF UNITED STATES TRADEMARKS

This Assignment of United States Trademarks is made as of January 29, 1999 by PREMIER FARNELL CORP., a Delaware Corporation having a business address at 4500 Euclid Avenue, P.O. Box 94884, Cleveland, Ohio 44101-4884 (hereinafter "Assignor"), in favor of PREMIER FARNELL, LLC, a Delaware limited liability company having a business address at 4500 Euclid Avenue, P.O. Box 94884, Cleveland, Ohio 44101-4884 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of record of the trademarks listed on Exhibit A attached hereto (hereinafter "the Trademarks"), for which U.S. trademark registrations have issued or applications for registration have been filed in the U.S. Patent and Trademark Office;

WHEREAS, pursuant to a Contribution Agreement dated January 29, 1999 among Assignor and Assignee, Assignor has agreed to transfer to Assignee Assignor's entire right, title, and interest in, to, and under the Trademarks, together with certain assets held by Assignor for use in the business to which the Trademarks pertain; and

WHEREAS, by virtue of the terms of the Contribution Agreement and as required by 15 U.S.C. § 1060, Assignee is the successor to the entire portion of Assignor's business to which the Trademarks listed in Exhibit A pertain, including the mark STYLIZED D IN SHIELD, for which Assignor filed a pending intent-to-use application, now Serial No. 75/336,913, but for which Assignor has not yet filed a statement of use under 35 U.S.C. § 1051(c) or (d) and Serial Nos. 75/336,736 filed August 6, 1997 and 75/428,117 filed February 3, 1998 which are now pending in the U. S. Patent and Trademark Office.

NOW, THEREFORE, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred, and set over and hereby sells, assigns, transfers, and sets over unto Assignee, Assignor's entire right, title, and interest, whether statutory or common law, in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the

registration and applications for the Trademarks identified on Exhibit A, and any and all registrations, renewals, and extensions thereof, and any and all rights of recovery for infringement thereof, the same to be held and enjoyed by Assignee and Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed as of the day and year first set forth above.

PREMIER FARNELL CORP.,  
a Delaware corporation

By: William J. Emerson  
Name William J. Emerson  
Title Vice President

STATE OF OHIO            )  
  ) SS:  
COUNTY OF CUYAHOGA    )

On this day before me personally came William J. Emerson, to me known to be Vice President of Premier Farnell Corp., a Delaware Corporation and Assignor above-named, and acknowledged that he is empowered to execute this instrument on behalf of Premier Farnell Corp., that he executed the foregoing instrument as his free act and deed, both individually and as an official of said corporation, and that the same is the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my seal, this 29th day of January, 1999.

Timothy C. Leslie  
Notary Public

TIMOTHY C. LESLIE, Attorney At Law  
Notary Public - State of Ohio  
My commission has no expiration date.  
Section 147.03 R.C.

(SEAL)