

07-14-2000



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Docket No.:

JOSLYN to TBI

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To the Honorable Commissioner of Pat.

101403574

Attached original documents or copy thereof.

1. Name of conveying party(ies): 6-7-00
JOSLYN MANUFACTURING COMPANY, LLC

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: THOMAS & BETTS INTERNATIONAL, INC.
Internal Address: 250 LILLARD DRIVE
Street Address: _____
City: SPARKS State: NV ZIP: 89434

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **DELAWARE**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

A. Trademark Application No.(s)
See Schedule B (attached hereto)

Additional numbers Yes No

B. Trademark Registration No.(s)
See Schedule A (attached hereto)

Additional numbers Yes No

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

Name: MICHAEL L. HOELTER
Internal Address: THOMAS & BETTS CORPORATION
LEGAL DEPARTMENT 4B-36
Street Address: 8155 T&B BOULEVARD
City: MEMPHIS State: TN ZIP: 38125

6. Total number of applications and registrations involved:..... **18**

7. Total fee (37 CFR 3.41):.....\$ \$465.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0776

07/13/2000 JSHABAZZ 00000061 200776 2091835

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 425.00 CH

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.

MICHAEL L. HOELTER [Signature] JUNE 7, 2000
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

4

Schedule A - US Registered Trademark Transfer of Joslyn

Trademark	Serial No.	Reg. Date
CAB-TERM	2,091,835	Aug 26, 1997
HAWK	1,701,494	Jul 21, 1992
HOLEY	1,265,645	Jan 31, 1984
KLIK-IT	1,376,647	Dec 31, 1985
PEDTERM	1,937,828	Nov 28, 1995
PEDTERM SCS	1,816,361	Jan 11, 1994
PEE WEE	1,027,968	Dec 23, 1975
POLECAT	1,647,352	Jun 11, 1991
POLETERM	1,893,041	May 9, 1995
POSTERM	1,937,827	Nov 28, 1995
POSTTERM	1,783,305	Jul 20, 1993
RESQ	1,745,115	Jan 5, 1993
SEAL-TRAY	2,095,982	Sep 9, 1997
SEALCON	1,790,957	Aug 31, 1993
UNIPLUG	1,719,742	Sep 29, 1992
WINGSPAN	1,831,998	Apr 19, 1994

Schedule B - US Pending Trademark Transfer of Joslyn

Trademark	Serial No.	Reg. Date
FBR-TERM	74/067,820	Mar 5, 1996
HAWK LITE	74/690,658	Jun 19, 1995

TRADEMARK ASSIGNMENT

WHEREAS, JOSLYN MANUFACTURING COMPANY, LLC, a Delaware limited liability company, having an office at 9200 West Fullerton Ave., Franklin Park, Illinois, 60131 ("JOSLYN"), has adopted, owns and is using throughout the world the Marks set forth on attached Schedule A (the "Marks") in connection with various goods and/or services, and the goodwill of the business symbolized by the Marks. Schedule A shall include no trademarks other than those set forth in Schedule 1.4 of the Asset Purchase Agreement, dated of even date herewith, between Joslyn and THOMAS & BETTS INTERNATIONAL, INC., a Delaware corporation, having an office at 250 Lillard Drive, Sparks, Nevada, 89431 ("TBI") (the "Asset Purchase Agreement");

WHEREAS, JOSLYN owns the trademark registrations and applications for the Marks throughout the world listed on the attached Schedule A for the goods and/or services identified therein:

WHEREAS, TBI is desirous of acquiring the Marks, the goodwill of the business symbolized by the Marks, and the above-referenced registrations and applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JOSLYN hereby assigns to TBI all right, title and interest throughout the world in and to the Marks, together with the goodwill of the business symbolized by the Marks, the above-referenced trademark registrations and applications, all claims for profits and damages by reason of past infringement of said trademark registrations and applications with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns or other legal representatives, and all of JOSLYN's rights therein.

In the event of any conflict or inconsistency between the terms, provisions or conditions of this Trademark Assignment and the Asset Purchase Agreement, the terms, provisions and conditions of the Asset Purchase Agreement shall govern.

IN WITNESS WHEREOF, JOSLYN has executed this assignment as of this 25th day of May 2000.

Chris McMahon

Name: *Chrisopher C. McMahon*

Title: *K.P.*

Joslyn Manufacturing Company, LLC

STATE OF District of Columbia
COUNTY OF _____

Before me personally appeared Chris McMahon, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of Joslyn Manufacturing Company, LLC, and that he as such Vice President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal this 25th day of May, 2000.

Jamie K. Schelling

Notary Public

My Commission Expires October 31, 2003