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3800/11e3

FORM PTO-1584

RECORDA

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-31-92



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Tab settings ---v

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

1. Name of conveying party(ies):

ABB Network Partner AB

- Individual(s)
- General Partnership
- Corporation
- Other: Sweden Corporation
- Additional name(s) of conveying parties attached? Yes No

- Association
- Limited Partnership

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

Name: ABB Automation Products AB
Address: Lugna gatan, S-721 59
Vasteras
Sweden

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: Sweden Corporation

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(s) attached: Yes No

3. Nature of conveyance:

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

Effective Date: December 20, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
893,601 for COMBIFLEX

Additional Numbers attached? Yes No

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

Name: Joseph F. Nicholson, Esq.
Address: KENYON & KENYON
One Broadway
New York, New York 10004

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. 3.41) \$ 25.00
 Enclosed
 Authorized to be charged to deposit account **WDE**

8. Deposit account number: 11-0600

07/26/2000 ASCOTT 00000146 110600 893601
01 FC:481 40.00 CH

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.

Jennifer C. Dross

Name of Person Signing

Signature

June 29, 2000

Date

Total number of pages comprising cover sheet:

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

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Attorney Ref.: 3800/163

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee : ABB Automation Products AB
Mark : COMBIFLEX
Reg. No. : 893,601

Assistant Commissioner for Trademarks
2900 Crystal Drive
BOX NO FEE
Arlington, Virginia 22202-3513

DESIGNATION OF DOMESTIC REPRESENTATIVE

SIR:

KENYON & KENYON, whose postal address is One Broadway, New York, New York 10004, is hereby designated domestic representative upon whom notices or process in proceedings affecting the above-identified registration may be served.

ABB Automation Products AB

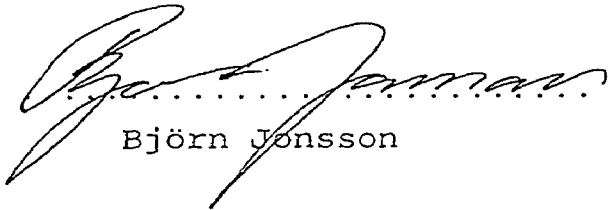
Date: Västerås, June 26, 2000

By:


Karl-Gustav Ramström
Name: Karl-Gustav Ramström
Title: President

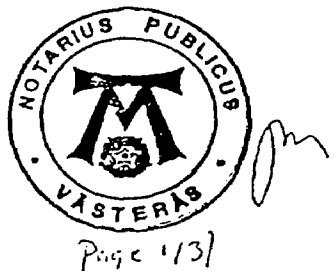
DECLARATION

I, Björn Jonsson, of Härnevigatan 3 B, S-723 41 Västerås, Sweden, do hereby declare that I am conversant with the Swedish and English languages and am a competent translator thereof. I certify that to the best of my knowledge and belief the following is a true and correct translation made by me of the document in the Swedish language attached hereto


Björn Jonsson

Declared at Västerås,
in the Kingdom of Sweden,
this 20th day of December 1999

Before me

Advokat Per-Oskar Ladhölm
Notary Public



A G R E E M E N T

Made on this day between ABB Network Partner AB, org. reg. No. 556310-1178 ("Seller"), and ABB Cables Holding AB (under proposed change of name to ABB Automation Products AB), org. reg. No. 556004-3548, ("Buyer").

1. Seller hereby transfers to Buyer, with effect as from 1 January 1999, the business, consisting of manufacture, sale and marketing of automation products, hitherto carried on by Seller. The transfer thus includes all the rights and obligations, pertaining to the business hitherto carried on by Seller, in the above-mentioned respect, including all personnel and the right to the trademarks COMBIFLEX, PYRAMID and ASEA, as well as other intellectual property rights, including monetary assets and liabilities, pertaining to the business hitherto carried on by Seller, as described above.
2. The business is transferred at book values. The purchase-sum shall be paid in cash according to a separately drawn-up contract note.
3. The parties shall jointly actively contribute to the transfer of Seller's business pursuant to paragraph 1 being duly carried out with effect also in relation to a third party.
4. In the event that a third party makes demands in relation to Seller which are connected with the transferred business pursuant to paragraph 1 above, Buyer undertakes to indemnify Seller, all on condition that Buyer is given an opportunity - at his own expense - to take the necessary measures to contest the demand.
5. A condition for this transfer is that any obligation to negotiate with trade unions concerned be carried out in accordance with existing law.
6. Any dispute concerning this agreement shall be finally settled by arbitrators in accordance with the Swedish Arbitration Act applicable when claiming the arbitration procedure. The arbitrators shall apply the rules of the Code of Judicial Procedure concerning court costs and voting.

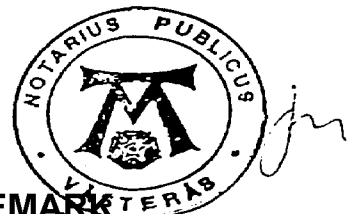
Västerås this 20th day of December 1998

ABB Network Partner AB

ABB Cables Holding AB

Erik Ödmansson

Karl Gustav Ramström



TRADEMARK
REEL: 002111 FRAME: 0205

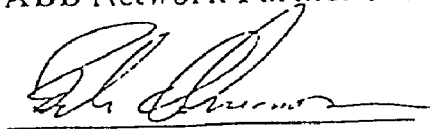
AVTAL

Träffat denna dag mellan ABB Network Partner AB, org nr 556310-1178, ("Säljaren"), och ABB Cables Holding AB (under förlagen namnändring till ABB Automation Products AB), org nr 556004-3548, ("Köparen").

1. Säljaren överlåter härmed till Köparen, med verkan från och med den 1 januari 1999, den rörelse bestående av tillverkning, försäljning och marknadsföring av automationsprodukter som hittills bedrivits av Säljaren. I överlåtelsen ingår således samtliga till Säljarens hittills bedrivna rörelse, i nämnt avseende, hänförliga rättigheter och förpliktelser, inklusive all personal och rätten till varumärkena COMBIFLEX, PYRAMID och ASEA jämte övriga immateriella rättigheter, ävensom monetära tillgångar och skulder, hänförliga till Säljarens hittills bedrivna rörelse såsom den angivits ovan.
2. Rörelsen överlåtes till bokförda värden. Köpeskillingen skall erläggas kontant vid anfordran enligt separat upprättad avräkningsnota.
3. Parterna skall gemesamt aktivt medverka till att överföringen av Säljarens rörelse enligt punkt 1 vederbörligen genomförs med verkan även gentemot tredje man.
4. För det fall tredje man gentemot Säljaren framställer krav som har samband med den överlåtna rörelsen enligt punkt 1 ovan, åtar sig Köparen att hålla Säljaren skadeslös, allt under förutsättning att Köparen bereds tillfälle att - på egen bekostnad - vidta nödvändiga åtgärder för att bestrida kravet.
5. Som villkor för denna överlåtelse gäller att eventuell skyldighet att förhandla med berörda fackföreningar genomförs enligt gällande lag.
6. Varje tvist rörande detta avtal skall slutligt avgöras av skiljemän enligt den vid skiljeförandet påkallande gällande svenska lagen om skiljemän. Skiljemännen skall tillämpa rättegångsbalkens regler om rättegångskostnad och omröstning.

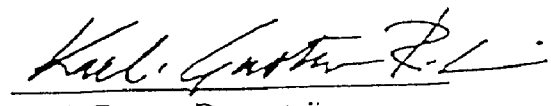
Västerås den 20 december 1998

ABB Network Partner AB



Erik Ödmansson

ABB Cables Holding AB



Karl Gustav Ramström

