

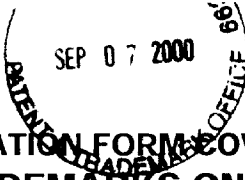
09-25-2000



FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

101467333

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

9-7-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
7 -31-00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Anixter-Real Estate, Inc.

7-31-00

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Illinois

Receiving Party

Mark if additional names of receiving parties attached

Name Anixter Inc.

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 4711 Golf Road

Address (line 2) \_\_\_\_\_

Address (line 3) Skokie Illinois, USA 60076

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is: an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002146 FRAME: 0042

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="76/016,598"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/488,667"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,327,814"/>	<input type="text" value="2,080,695"/>	<input type="text" value="2,035,109"/>
<input type="text" value="1,936,504"/>	<input type="text" value="1,104,530"/>	<input type="text" value="1,668,066"/>
<input type="text" value="1,653,507"/>	<input type="text" value="1,348,762"/>	<input type="text" value="1,348,760"/>

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Holly M. Ford  
Name of Person Signing

Holly M. Ford 7-7-00  
Signature Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

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**Trademark Application Number(s)**

**Registration Number(s)**

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## **LICENSE AGREEMENT**

THIS AGREEMENT, effective as of July 31, 2000, is by and between Anixter-Real Estate, Inc. , a corporation of Illinois, having an address of 2201 Main Street, Evanston, IL 60202 (hereinafter "Licensor") and Anixter Inc. , a Delaware Corporation, having an address of 4711 Golf Road, Skokie, IL 60076 (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensor adopted and is the owner of the U.S. marks listed on the attached schedule (hereinafter "marks"), and the goodwill symbolized thereby; and

WHEREAS, it is the mutual desire and intention of the parties hereto that Licensee be authorized and permitted by Licensor to use the marks in the manner and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises of the parties and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

### **I. GRANT**

A. Licensor hereby grants to Licensee an exclusive license to use the marks listed in the attached schedule. The financial details pertaining to royalty fees are set forth in a separate agreement entitled ADDENDUM TO LICENSE AGREEMENT.

B. Said right to use the marks may not be assigned or otherwise transferred by Licensee without the prior express written consent of Licensor.

II. USE OF MARKS

A. Licensee will use the marks in accordance with the specifications furnished to Licensee by Licensor from time to time.

III. QUALITY CONTROL

A. Licensee shall provide Licensor from time to time representative examples of the goods/services in connection with which Licensee proposes to use the marks for approval by Licensor, which approval shall not be unreasonably withheld.

B. Such approval shall be assumed granted if written advice to the contrary is not received by Licensee within thirty (30) days from the date such materials are received by Licensor.

IV. OWNERSHIP

A. Licensee hereby acknowledges Licensor's exclusive right, title and interest in and to the marks, and agrees that it will not at any time do, or cause to be done, any act or thing contesting or in any way impairing or intending to impair the validity of and/or Licensor's exclusive right, title and interest in and to the marks.

V. INFRINGEMENT

A. In the event that an unauthorized third-party use of the licensed marks is brought to the attention of either the Licensor or the Licensee, the Licensor shall have the right to direct Licensee to take reasonable steps to abate such uses at Licensor's expense if Licensor agrees, after investigation and evaluation of such unauthorized uses, that such uses constitute an infringement and that there is a reasonable probability of success in an action.

B. In the event that it is determined that some action against unauthorized third party uses of the licensed marks is necessary, Licensor shall have the right to direct that Licensee, at Licensor's expense, bring and /or participate in such action. Licensor shall cooperate with Licensee by providing information, documents, testimony and/or other materials necessary to assist in any action taken with respect to the unauthorized users including, but not limited to, providing information, documents and testimony regarding Licensee's use of the licensed marks.

## VI. TERMINATION

A. Unless sooner terminated under the provisions of this Article, or by agreement of the parties in writing, the license shall be granted for an initial term of ten years and shall be automatically renewed for successive ten (10) year terms.

B. In the event Licensee violates or fails to comply with any of the provisions of this License Agreement, Licensor may terminate this License Agreement by written notice to Licensee, provided, however, that if Licensee within sixty (60) days' notice by Licensor cures or otherwise corrects such violation or non-compliance to Licensor's satisfaction, said termination notice shall be of no further force or effect and this Agreement shall be reinstated under all the terms and conditions as existed prior to said notice of termination.

## VII. INDEMNITY

Licensee will indemnify Licensor against any loss or losses incurred through claims, actions, or lawsuits by third parties against Licensor involving or arising from the use of goods/services by Licensee under the marks, and will hold Licensor harmless for any damages, attorneys' fees or otherwise which Licensor may be required to pay as a result of such claims, actions, or lawsuits being asserted against Licensor.

VIII. GENERAL PROVISIONS

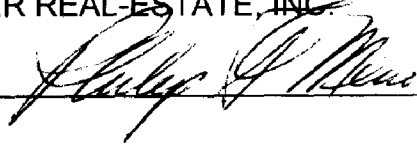
A. Any notice required or permitted under the terms of this Agreement must be given by first class mail, postage prepaid, addressed to Licensor or Licensee at the address stated at the beginning of this Agreement.


B. This Agreement shall be deemed separable and if any portion hereof shall be held invalid for any reason, the remainder shall not be invalidated but shall remain in full force and effect.

C. This Agreement contains the entire Agreement between the parties hereto with respect to the subject matters hereof and may not be amended or modified, in whole or in part, except by an instrument in writing duly executed by each of the parties hereto.

D. This Agreement shall be effective as of the date first above written and shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first above written.

ANIXTER REAL-ESTATE, INC.  
By:   
Title: VICE PRESIDENT  
Date: JULY 31, 2000

ANIXTER INC.  
By:   
Title: SECRETARY  
Date: JULY 31, 2000

SCHEDULE

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>
LEVELS	76/016598	
PERFORMANCE, NOT PROMISES	75/488667	
ANIXTER LEVELS	75/450914	2327814
ANIXTER	74/735467	2080695
ANIXTER	74/728390	2035109
ANIXTER	74/509615	1936504
ANIXTER	73/133106	1104530
FTTD	74/062447	1668066
SPEEDPULL	74/041300	1653507
SERVICE IS OUR TECHNOLOGY	73/513734	1348762
WE'RE SERIOUS ABOUT SERVICE	73/513595	1348760
WIREXPRESS	74/078218	1652696