

MPD  
8.15.00

TRADE

10-03-2000

Docket No.:

CTC to TBI

Tab settings



To the Honorable Commissioner of Patents and Trade

101478037

ial documents or copy thereof.

1. Name of conveying party(ies):

COMMUNICATIONS TECHNOLOGY CORPORATION

- Individual(s)
- General Partnership
- Corporation-State CALIFORNIA
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: JULY 13, 2000

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

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

A. Trademark Application No.(s)

See Schedule  
B (attached  
hereto)

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:.....

17

7. Total fee (37 CFR 3.41):.....\$ 5440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0776

DO NOT USE THIS SPACE

10/02/2000 MTHA11 00000167 200776 2091835

01 FC:481 40.00 CH  
02 FC:482 400.00 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  
Name of Person Signing

Signature

AUGUST 15, 2000  
Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 002150 FRAME: 0941

Trademark	Reg. 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	1,893,014	May 9, 1995
POSTERM	1,937,827	Nov 28, 1995
POSTTERM SC	1,783,305	Jul 20, 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 CTC

08/15/2000

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

**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”) and/or **COMMUNICATIONS TECHNOLOGY CORPORATION**, a California corporation, having an office at 9028 Evergreen Way, Everett, Washington 98204 (“CTC”), 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 or CTC** 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, Joslyn and CTC** are both wholly-owned subsidiaries of Danaher Corporation;

**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 or CTC 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 or CTC’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.

**[This part intentionally left blank.]**

IN WITNESS WHEREOF, JOSLYN has executed this assignment as of this 13<sup>th</sup> day of July 2000, and CTC has executed this assignment as of this 13<sup>th</sup> day of July 2000.

JOSLYN MANUFACTURING COMPANY, LLC

*Chris Mc Mathon*

Name: CHRIS Mc MATHON  
Title: VP & SECRETARY

COMMUNICATIONS TECHNOLOGY CORPORATION

*Chris Mc Mathon*

Name: CHRIS Mc MATHON  
Title: V.P. & SECRETARY

STATE OF District of Columbia  
COUNTY OF \_\_\_\_\_

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

WITNESS my hand and seal this 13<sup>th</sup> day of July, 2000.

*Jarvis P. Hilling*

Notary Public

My Commission Expires October 31, 2003