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**RECORDATION FORM CO
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MRD 3.20.01

101667151

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

Submission Type

Conveyance Type

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

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

Effective Date
Month Day Year

18 MAR 2001

US PATENT & TRADEMARK OFFICE

RECEIVED

18

Conveying Party

Mark if additional names of conveying parties attached

Name **N.V. BEKAERT S.A.**

Execution Date
Month Day Year

06031999

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization **BELGIUM**

Receiving Party

Mark if additional names of receiving parties attached

Name **NEIHOFF OF AMERICA, INC.**

DBA/AKA/TA

Composed of

Address (line 1) **ONE MALLARD COURT**

Address (line 2)

Address (line 3) **SWEDESBORO**

City

NEW JERSEY

State/Country

08085

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization **DELAWARE**

FOR OFFICE USE ONLY

40E

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002258 FRAME: 0635

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1932813"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Name of Person Signing Signature Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of this 30th day of June, 1999, by and between N.V. BEKAERT S.A., a company organized under the laws of Belgium having its registered office at Bekaertstraat 2, 8550 Zwevegem, Belgium, ("Bekaert), and NIEHOFF OF AMERICA, INC., a corporation organized under the laws of the State of Delaware, USA, having its office and principal place of business at One Mallard Court, Swedesboro, New Jersey 08085 USA ("NOA").

RECITALS

WHEREAS, Bekaert has decided to withdraw from the business of developing, manufacturing and selling non-ferrous wire drawing and bunching machines, and Maschinenfabrik Niehoff GmbH & Co. KG ("Niehoff"), an Affiliate of NoA, wishes to acquire the right to use certain assets used by Bekaert in such business.

WHEREAS, Bekaert and Niehoff are entering into a Basic Agreement of even date herewith, in accordance with the terms of which Bekaert is selling to Niehoff its customer relations with respect to non-ferrous wire drawing and bunching machines (the "Basic Agreement"); and

WHEREAS, Bekaert is the owner of the trademark "ENDEX," Benelux Trademark Registration No. 537,439, Canada Trademark Registration No. 444,786, and U.S.A. Trademark Registration No. 1,932,813 (the "Mark"); and

WHEREAS, Bekaert wishes to assign to NOA the Mark and to grant to the NOA the ownership of all the rights derived from the Mark, and all goodwill of the business associated therewith; and

WHEREAS, NOA wishes to obtain the ownership of and all rights derived from the Mark, and all goodwill of the business associated therewith;

NOW, THEREFORE, in reliance upon and in consideration of the above Recitals, the terms and conditions set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Each term whose initial letter is capitalized in this Agreement and which is defined in the Basic Agreement shall have the same meaning in this Agreement.
2. **Assignment.** Effective as of the Closing Date, Bekaert hereby irrevocably and unconditionally assigns to NOA all right, title and interest to the Mark, and all goodwill of the business associated therewith, and grants to NOA all the rights, privileges and interests derived from the Mark, including any and all other registrations and/or applications owned by Bekaert related to any and all other trademarks, service marks, Internet domain names, or tradenames confusingly similar with the Mark within Belgium, the Netherlands, Luxembourg, Canada and the United States of America. In consideration of such assignment, NOA shall pay to Bekaert

on the Closing Date the amount of United States Dollars Three Hundred Thousand (US \$300,000), by wire transfer in accordance with the instructions set forth on the attached Schedule A.

3. **Right to License.** Bekaert acknowledges and agrees that, subject to the terms and conditions of this Agreement, only NOA has the right to license other entities or individuals to use the Mark in any manner whatsoever. Bekaert shall not grant to any entity or individual the right to use the Mark in any manner whatsoever and shall not assign this Agreement nor any of its rights hereunder, and shall not delegate any of its obligations or duties hereunder, without the prior written consent of NOA.

4. **Rights Vested in NOA.** Bekaert acknowledges NOA's exclusive right, title and interest in and to said Mark and further acknowledges that nothing herein shall give it any right, title or interest in the Mark. Bekaert shall not, and warrants and represents that it will not, at any time, in any jurisdiction, challenge NOA's ownership of the Mark, challenge the validity of the Mark, or do or cause to be done or omit to do any act or thing, the doing or omission of which would contest or in any way impair or tend to impair any right, title or interest of NOA in the Mark or the value thereof. Bekaert shall not, and warrants that it will not, in any manner whatsoever, represent in any jurisdiction that it has any ownership in or right, title or interest to the Mark, or any registrations thereof, and acknowledges that its use of the Mark shall not create in it any right, title or interest in or to said Mark, but that all uses by it of the Mark shall inure to the benefit of NOA.

5. **Further Assurances.** Bekaert shall execute and deliver to NOA any and all other documents and instruments that may be reasonably necessary to record, implement and consummate the terms hereof and shall take that action reasonably necessary to have this agreement filed with the appropriate governmental offices in Benelux, Canada and the United States of America.

6. **Representations and Warranties.** Bekaert represents and warrants to NOA that:

(i) Bekaert is a company duly organized, validly existing and in good standing under the laws of Belgium.

(ii) Bekaert has full corporate authority to execute this Agreement, and this agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Bekaert's corporate charter, bylaws or any agreement to which Bekaert may be a party.

(iii) Bekaert is the owner of the Marks, and all goodwill of the business associated therewith, no other person or entity has any security interest in the Marks or any registration thereof, there have been no prior assignments of the Marks or any registration thereof, and the complete name and address of any and all entities licensed to use the Marks are set forth in the attached "Exhibit A."

(iv) Any and all licenses granted by Bekaert have been terminated before the execution hereof. Moreover, no person or entity is using the Marks with Bekaert's permission or pursuant to any agreement with Bekaert.

(v) The Marks have been used by Bekaert without the receipt of any claims of infringement or demands for cessation of use from third parties, and Bekaert has not abandoned its use of the Marks. There are no actions, suits, claims or proceedings pending or, to Bekaert's knowledge, threatened against Bekaert in any court or before any governmental agency which might have an adverse effect on the Marks or the Product identified by the Marks. Bekaert is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Mark, or which has created or would create a lien thereon, or would affect or interfere with Bekaert's use thereof, or NOA's rights therein. Bekaert shall reimburse NOA for any and all expenses incurred by NOA in defending any judicial or extrajudicial action by any individual or corporation that as of today contends that it had rights in the Marks or the Trademark Registration Numbers within Benelux, Canada or U.S.A. superior to those of Bekaert.

(vi) The Trademark Registration Numbers represent the only applications to register the Marks filed by Bekaert anywhere in the world.

7. **Filings.** The parties hereby expressly authorize Helmut Berthold to file this Agreement with the appropriate governmental offices in Benelux, Canada and the United States of America, and to take other reasonable and necessary action to effect the transfer of the Mark and the rights granted hereby.

8. **Amendments.** No amendment, waiver or modification of any terms of this Agreement shall be effective unless made in writing and signed by or on behalf of the Party against which the same is being asserted.



9. **Invalid Provisions.** If, at any time, any provision of this Agreement shall be illegal, invalid or unenforceable in any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision in any other jurisdiction shall in any way be affected or impaired thereby. The Parties will make an earnest attempt to negotiate a legal, valid and enforceable provision that will reflect the legal and economic substance of the illegal, invalid or unenforceable provision as closely as possible.

10. **Arbitration.** All disputes, controversies or differences that may arise between the Parties under or in relation to this Agreement shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by 3 (three) arbitrators appointed in accordance with such Rules. The arbitration proceedings shall be conducted in Nuremberg, Germany. The language of the arbitration will be English. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

11. **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of Germany.

12. **Authentic Text.** The Parties agree that the present English version of this Agreement is the only authentic one.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

BEKAERT: N.V. BEKAERT S.A.  By: <i>Jozef Eneman</i> Name: Title: <i>Man. Intern. operations</i>	NOA: NIEHOFF OF AMERICA, INC.  By: <i>Helmut Berthold</i> Name: <i>HELMUT BERTHOLD</i> Title: <i>PRESIDENT</i>
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