

4/16/01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

04-25-2001



101685442

Tab settings

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

1. Name of conveying party(ies):

High Voltage Engineering Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (Massachusetts), Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: IDEAL Industries, Inc.

Internal Address:

Street Address: Becker Place

City: Sycamore State: IL ZIP: 60178

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

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(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date:

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

A. Trademark Application No.(s) 75-898144 76-086304

B. Trademark Registration No.(s) 2061052; 2064882; 2035939; 1007743; 2110647; 1906880; 1904930; 1713201; 1704617; 1243472; 1150915; 1150914; 1089627; 1015691; 826804; 809428; 600519; 52653

Additional numbers attached? Yes No

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

Name: John G. Bisbikis McDermott, Will & Emery

Internal Address:

04/26/2001 GTDN11 00000081 130206 75898144

01 FC:481 40.00 CH 02 FC:482 475.00 CH

Street Address: 227 West Monroe Street

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41) \$ 800.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

13-0206

(Attach duplicate copy of this page if paying by deposit account)

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.

Patrick D. Richards

Name of Person Signing

Patrick D. Richards

Signature

4/12/01

Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK ASSIGNMENT

WHEREAS, High Voltage Engineering Corporation (the "Seller"), a Massachusetts corporation has adopted and used the trademarks listed in the attached Schedule A, and is the owner of the United States and foreign trademark applications and registrations listed in the attached Schedule A, and is the owner of the goodwill of the business appurtenant thereto; and

WHEREAS, Seller has intended and intends to use in commerce in the United States certain of the trademarks also identified on Schedule A hereto which are the subject of pending applications for registration indicating that intention, but for which Seller has not yet filed allegation of use under Section 1(c) or 1(d) of the Trademark Act; Seller is assigning to the Buyer pursuant to the Purchase Agreement and Bill of Sale (as such terms are defined below) such intent to use applications as part of the entire business or portion thereof to which such marks and applications pertain as required by 15 U.S.C. § 1060 (all trademarks identified on the attached Schedule A, hereinafter collectively referred to as the "Trademarks"); and

WHEREAS, IDEAL Industries, Inc., (the "Buyer"), a Delaware corporation, is acquiring the Trademarks, together with all of the goodwill of the business connected to the Trademarks, from Seller pursuant to the Asset Purchase Agreement dated February 2, 2001 (the "Purchase Agreement"), and the related Bill of Sale dated the date hereof (the "Bill of Sale"), to both of which the Buyer and Seller are parties; and

WHEREAS, Seller wishes to memorialize said assignment, transfer and sale of Trademarks to Buyer,

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Purchase Agreement and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby acknowledged pursuant to the Purchase Agreement and Bill of Sale, the Seller has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Buyer, all of the Seller's right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims of the Seller for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Seller hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this Trademark Assignment. The Seller hereby further requests the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to Buyer as assignee of the entire interest.

This Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Seller and the Buyer. This Agreement shall not confer

any rights or remedies upon any person other than the parties hereto, and their respective successors and permitted assigns.

This Assignment shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law.

IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized officer on this 5th day of March, 2001.

HIGH VOLTAGE ENGINEERING CORPORATION

By: [Signature]
Name: Joseph W. McHugh, Jr.
Title: Vice President and CFO

ACKNOWLEDGED by Buyer:

IDEAL Industries, Inc.

By: _____
Name: _____
Title: _____

NOTARIAL ACKNOWLEDGEMENT

I, BARBARA DIDDA, a Notary Public in and for Massachusetts do hereby certify that Joseph McHugh, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, High Voltage Engineering Corporation, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 5th day of March, 2001.

BARBARA A DIDDA
Notary Public

Commission Expires: 3/5/01

any rights or remedies upon any person other than the parties hereto, and their respective successors and permitted assigns.

This Assignment shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law.

IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized officer on this ____ day of _____, 2001.

HIGH VOLTAGE ENGINEERING CORPORATION

By: _____
Name:
Title:

ACKNOWLEDGED by Buyer:

IDEAL Industries, Inc.

By: James M. Pfotenbauer
Name: JAMES M. PFOTENBAUER
Title: VICE PRESIDENT OF FINANCE

NOTARIAL ACKNOWLEDGEMENT

I, _____, a Notary Public in and for _____ do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, High Voltage Engineering Corporation, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this ____ day of _____, 2001.

Notary Public

Commission Expires: _____

SCHEDULE A**UNITED STATES TRADEMARKS**

MARK	REGIS. NO./ SERIAL NO.	STATUS
EC	2061052	Registered
YC	2064882	Registered
A+ (and Design)	2035939	Registered
ATTACHABLE	1007743	Renewed - Supplemental Register
SBO	2110647	Registered
THE POWER CONNECTOR COMPANY	1906880	Registered - Supplemental Register
BDR	1904930	Registered
SB	1713201	Registered
SBE	1704617	Registered
A (Block Letters)	1243472	Registered
POW-R-VUE	1150915	Registered
POW-R-CHEK	1150914	Registered
POW-R-GARD	1089627	Renewed
SBX	1015691	Renewed
POWERPOLE	826804	Renewed
ANDERSON POWER PRODUCTS	809428	Renewed - Supplemental Register
POW-R-GARD	600519	Renewed - Supplemental Register
* A (and Design)	52653	Renewed
FUSELOK	76-086304	Pending
SPINLOK	75-898144	Published

FOREIGN TRADEMARKS

COUNTRY	MARK	REGISTRATION NO. OR SERIAL NO.
Benelux	ANDERSON POWER PRODUCTS	314,308
	POWERPOLE	314,309
	SB	315,011
Bulgaria	POWERPOLE	8767
Canada	"A" WITHIN CIRCLE	166,346
Denmark	MODULAR ELECTRICAL CONN.	1943
France	QD	867,401
	SB	867,427
	EC	867,428
	POWERPOLE	867,429
	SB	1,220,629
	POWERPOLE	1,220,630
	EC	1,220,631
	QD	1,220,632
	ANDERSON POWER PRODUCTS	1,220,634
Germany	ANDERSON POWER PRODUCTS	910,819
	POWERPOLE	917,380
Italy	POWERPOLE	288,513
	SB	288,841
Japan	ANDERSON	1,155,625
	POWERPOLE	1,183,917
	ANDERSON POWER PRODUCTS	1,183,918
Sweden	MODULAR ELECTRICAL CONNECTOR	142,072
Switzerland	SB	263,618
	POWERPOLE	263,619
EU	POWERPOLE	001008630
	SBO	001009422
	SBX	001009455
	SBE	001010040
	SB (2/7/01 filed)	001009448
	Anderson (1/25/01 filed)	001014125
	Anderson Power Products	001008622

CHI99 3668807-1.001939.0010