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FORM PTO-1018
Expires 06/30/99
OMB 0651-0027



MRD
G-19-01

06-25-2001



101758672

Department of Commerce
Trademark Office
DEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name The Whitaker Corporation 11/28/2000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name John C. Edmonds

DBA/AKA/TA _____

Composed of _____

Address (line 1) 16223 Trainham Road

Address (line 2) _____

Address (line 3) Beaverdam Virginia 23015
City State/Country 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 United States

FOR OFFICE USE ONLY

06 25 2001 670N11 00000026 1742398
01 40481 40.00 0P

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. 20231

TRADEMARK
REEL: 002318 FRAME: 0350

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Morton J. Rosenberg

Address (line 1) Rosenberg, Klein & Lee

Address (line 2) 3458 Ellicott Center Drive, Suite 101

Address (line 3) Ellicott City, MD 21043

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 410-465-6678

Name Morton J. Rosenberg

Address (line 1) Rosenberg, Klein & Lee

Address (line 2) 3458 Ellicott Center Drive, Suite 101

Address (line 3) Ellicott City, MD 21043

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 13

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)

1,742,298		

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

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: # 18-2011

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.

Morton J. Rosenberg
Name of Person Signing

Morton J. Rosenberg 15 June 2001
Signature Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY



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

Edward H. Franz

DBA/AKA/TA

Composed of

Address (line 1)

1106 Emerald Drive

Address (line 2)

Address (line 3)

Bel Air

City

Maryland

State/Country

21014

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization United States

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)

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)

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BILL OF SALE

Tyco Electronics Corporation, a Pennsylvania corporation with its principal place of business at 2901 Fulling Mill Road, Middletown, Pennsylvania ("TEC"), The Whitaker Corporation, a Delaware corporation with a place of business at 4550 New Linden Hill Road, Suite 450, Wilmington, Delaware ("TWC") (TEC and TWC will collectively be referred to as "Seller") and John C. Edmonds, an individual with an address of 16223 Trainham Road, Beaverdam, Virginia and Edward H. Franz, an individual with an address of 1106 Emerald Drive, Bel Air, Maryland (Edmonds and Franz will collectively be referred to as "Buyer") have entered into an Asset Purchase Agreement dated as of November 28, 2000 (as the same from time to time may be amended, supplemented or modified, the "Agreement"), whereby Seller has agreed to sell, assign and deliver to Buyer, and Buyer has agreed to purchase and acquire, certain assets. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement.

NOW, THEREFORE, Seller, for good and valuable consideration, as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys, assigns, releases, transfers and delivers to Buyer, its successors and assigns, absolutely to have and to hold the same forever, all of Seller's right, title and interest in and to the Assets, excluding however, any assets of the Sellers of any type other than the Assets. This Bill of Sale is being executed and delivered as a condition to the Asset Purchase Agreement and is expressly hereby made subject to and shall have the benefits of the respective representations, warranties, covenants, terms, conditions, limitation and other provisions of the Asset Purchase Agreement.

Seller further covenants and agrees that it will, from time to time, make, execute and deliver or cause to be made, executed and delivered all such other instruments, documents and other assurances as Buyer may reasonably require to confirm or more effectively convey, transfer to and vest in Buyer title to the assets described above.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name by its duly authorized officer as of November 28, 2000

Tyco Electronics Corporation

The Whitaker Corporation

By: Larry E. Hancock
Name: Larry E. Hancock

By: Melissa K. Donnelly
Name: Melissa K. Donnelly

Title: Executive Vice President, Long Communications - Div. Tyco Electronics

Title: Assistant Secretary

Date: 11/28/00

Date: November 28, 2000

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement ("Agreement") is entered into on or about November 28, 2000 between Tyco Electronics Corporation, a Pennsylvania corporation with its principal place of business at 2901 Fulling Mill Road, Middletown, Pennsylvania ("TEC"), The Whitaker Corporation, a Delaware Corporation with a place of business at 4550 New Linden Hill Road, Suite 450, Wilmington, Delaware ("TWC") (TEC and TWC will collectively be referred to as "Seller") and John C. Edmonds, an individual with an address of 16223 Trainham Road, Beaverdam, Virginia and Edward H. Franz, an individual with an address of 1106 Emerald Drive, Bel Air, Maryland (Edmonds and Franz with collectively be referred to as "Buyer").

1. Background.

- A. Seller desires to sell certain assets associated with its POWERFLOR Product Line.
- B. Buyer desires to purchase from Seller certain assets associated with Seller's POWERFLOR Product Line.
- C. Seller agrees to sell and Buyer agrees to purchase certain assets associated with Seller's POWERFLOR Product Line according to the terms and conditions of this Agreement.

2. Assets and Purchase Price.

- A. Seller agrees to transfer and deliver to Buyer, and Buyer agrees to accept the equipment described in Exhibit A ("Equipment"), patent, trademarks, other intellectual property and other materials used directly and exclusively in Seller's POWERFOR Business within the United States, including all products, product descriptions, product code numbers, documentation and know how regarding such products owned by Seller, as described in Exhibit B ("Materials") and the component inventory described in Exhibit C ("Components"). The Equipment, Materials and Components are collectively referred to as "Assets." Exhibits A, B and C are attached to and incorporated into this Agreement.
- B. The Assets shall be conveyed or delivered to Buyer on the Closing Date (as defined in Subsection 2.D) free and clear of any and all liabilities, obligations, liens, security interests and other encumbrances, except as otherwise expressly provided in this Agreement.
- C. The Assets shall be purchased by Buyer for one hundred fifty thousand dollars (\$150,000) ("Total Purchase Price"). Value of Assets per this purchasing agreement is as follows: Exhibit A - Equipment - \$5,000; Exhibit B - Name, Patents, Trademarks - \$600; Exhibit C - Inventory - \$ 144,400. Buyer previously paid fifty thousand dollars (\$50,000). The remaining one hundred thousand dollars (\$100,000) will be paid by certified check on the Closing Date.
- D. The closing of the transaction contemplated by this Agreement ("Closing") shall take place on November 28, 2000. The date on which the closing occurs is referred to as the Closing Date.
- E. Buyer will, at Buyer's expense, prepare the Assets for shipping and arrange and pay for any shipment of the Assets from TEC's facilities promptly after the Closing Date.

- F. Title to, possession of and risk of loss for the Assets will pass from Seller to Buyer on the Closing Date upon receipt by Seller of the Purchase Price.
- G. All sales, use, transfer or similar taxes levied upon this Agreement or the Assets or transactions covered by this Agreement will be solely borne by Buyer; provided, however, that Seller will have sole responsibility for its own net income, and similar taxes affected by the transactions contemplated by this Agreement.

3. Reservation of Rights

- A. TEC reserves a worldwide, nonexclusive, royalty-free license to the Patents listed in Exhibit B for use only for their own business purposes, provided, such use is outside of the field of use of being a competitive product with regards to the POWERFLOR Product Line.

4. Representations.

- A. Buyer makes the following representations and warranties:

- i. Edmonds is an individual residing in the Commonwealth of Virginia at the address listed in the introductory paragraph.
- ii. Franz is an individual residing in the State of Maryland at the address listed in the introductory paragraph.
- iii. Buyer has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated in this Agreement.
- iv. This Agreement is valid, binding and enforceable against Buyer and its successors and assigns in accordance with its terms (except to the extent that enforcement is effected by laws pertaining to bankruptcy, reorganization, insolvency and creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies).

- B. Seller makes the following representations and warranties:

- i. TEC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.
- ii. TWC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.
- iii. Seller has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated in this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly and validly authorized and approved by all necessary corporate action. When executed, this Agreement constitutes the legal and binding obligation of Seller enforceable against Seller in accordance with its terms.
- iv. Except as specifically noted in the applicable Exhibit, Seller has as of the date of this Agreement, and will have as of the Closing, good, valid and marketable title to each of the Assets, and the power and right to sell, assign, transfer and deliver the Assets to Buyer without the requirement of notice to or consent or approval of any third party, free and clear of any mortgage, pledge, lien, conditional sale agreement, security title, encumbrance or other charge. All equipment and similar assets included in the Assets or listed on Exhibit A & B are, as of the date of this Agreement, in working order and conform with applicable laws, regulations and

ordinances and will be, on the Closing Date, in at least as good condition as they now are, ordinary wear and tear excepted. As used in the preceding sentence, the term "working order" shall mean repaired and maintained in accordance with reasonable prevailing industry standards. Buyer and Seller agree that the Assets and all exhibits hereto shall not include the trademark for the name "AMP", "Tyco Electronics", "Tyco" or any other trademark not being sold, licensed or transferred to Buyer under the terms of this Agreement.

- v. Exhibit B to this Agreement contains a complete and accurate description of all patents, trademarks (including service marks), trademark registrations and trade names owned by Seller or licensed to Seller by others and that are used in connection with its POWERFLOR Business. No proceedings have been instituted or threatened, nor has any claim been made, against Seller alleging any violation of the rights of any third party with respect to, any trademark, service mark, trade name, copyright or patent. With regard to patents and other intellectual property licensed to Seller, Buyer is responsible for obtaining its own rights to those items.
- C. Buyer represents and warrants to Seller that no broker, finder or other financial consultant has acted on its behalf in connection with this Agreement or the transactions contemplated by this Agreement. Seller represents and warrants to Buyer that no broker, finder or other financial consultant has acted on its behalf in connection with this Agreement or the transactions contemplated by this Agreement. Each party to this Agreement agrees to indemnify and save the other harmless from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party in connection with this Agreement and to bear the cost of legal expenses incurred in defending against any such claim.

5. Closing Conditions.

- A. The obligation of Buyer to consummate the transactions provided for in this Agreement is subject to the satisfaction on the Closing Date of each of the following conditions precedent:
- i. All representations and warranties of Seller contained in this Agreement or in any document delivered pursuant to this Agreement will be true, complete and correct in all material respects as of the Closing Date.
 - ii. All covenants, agreements and obligations required by the terms of this Agreement to be performed by Seller at or before the Closing will have been duly and properly performed in all material respects.
 - iii. On the Closing Date, Buyer will have received all documents, certificates and agreements necessary to transfer to Buyer good and marketable title to the Assets, free and clear of all liens and encumbrances.
- B. The obligation of Seller to consummate the transactions provided for in this Agreement is subject to the satisfaction of each of the following conditions precedent:
- i. All representations and warranties of Buyer contained in this Agreement or in any document delivered pursuant to this Agreement will be true, complete and correct in all material respects as of the Closing Date.
 - ii. All covenants, agreements and obligations required by the terms of this Agreement

to be performed by Buyer at or before the Closing will have been duly and properly performed in all material respects.

6. Traceability.

- A. Buyer shall establish an identification system which is sufficient to differentiate POWERFLOR Products which Buyer may manufacture based on the Assets from the POWERFLOR Products which Seller has manufactured using the Assets.
- B. Buyer agrees to remove the name of "Tyco Electronics Corporation," "Tyco Electronics," "AMP Incorporated," "AMP" and any other direct or indirect reference to Seller, including, but not limited to, Seller specification and part numbers from wherever they may appear on the Assets. Buyer further agrees that such references will be removed prior to tendering the Assets or any portion thereof to a third party.
- C. Buyer further agrees not to use the names or trademarks, tradenames or brand names owned by Seller or any of Seller's subsidiaries and affiliates, or Seller's specification and part numbers, to in any way designate, describe or refer to the Assets or any other products manufactured or sold by Buyer.

7. Defective Product and Warranty Claims.

- A. As a major inducement and consideration for this Agreement, Buyer will handle and resolve all defective product or warranty claims arising from the Products that are manufactured after the Closing Date at Buyer's sole expense; and will assume defective product and warranty claims for all POWERFLOR product sold by AMP Incorporated or TEC since December 13, 1995.
- B. Seller shall disclose to Buyer in Exhibit D any and all pending warranty claims known to TEC.
- C. TEC would retain at Closing all current cash, investments, accounts receivable, and prepaid expenses. TEC would have the right to retain the originals of sales records and reports regarding the POWERFLOR Business prior to the Closing Date.

8. Indemnity.

- A. From and after the Closing, the parties shall indemnify each other as provided in this Section 7. For the purposes of this Section 7, each party shall be deemed to have remade all of its representations and warranties contained in this Agreement at the Closing with the same effect as if originally made at that time.
- B. Seller shall indemnify, save and keep Buyer, its successors and assigns, harmless against and from all liability, demands, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including, without limitation, those asserted by any federal, state or local governmental entity, third party, or former or present employee, including reasonable attorneys' fees, sustained or incurred by Buyer, its respective successors or assigns, as a result of or arising out of:
 - i. any material inaccuracy in a representation or warranty made by Seller to Buyer in this Agreement or in any closing document delivered to Buyer in connection with this Agreement;

- ii. the failure of Seller to comply with, or the breach by Seller of, any covenant of this Agreement to be performed by Seller (including, without limitation, this Section 7); and
 - iii. the failure of Seller to discharge when due any material obligation of Seller not expressly assumed hereunder by Buyer, or any claim against Buyer with respect to any such obligation or alleged obligation, including, without limitation, liability on account of taxes payable by Seller or for which Seller is liable, either by operation of law or pursuant to the provisions of this Agreement.
- C. Buyer shall indemnify, save and keep Seller, its successors and assigns, forever harmless against and from all liability, demands, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including reasonable attorneys' and expert witness fees, sustained or incurred by Seller, its successors and assigns, as a result of or arising out of:
- i. any material inaccuracy in a representation or warranty made by Buyer to Seller in this Agreement or in any closing document delivered to Seller in connection with this Agreement;
 - ii. the failure of Buyer to comply with, or the breach by Buyer of, any covenant of this Agreement to be performed by Buyer (including without limitation this Section 7; and
 - iii. as a result of or arising out of or by virtue of Buyer's failure to honor, discharge, pay or fulfill any responsibility, liability or obligation assumed by Buyer pursuant to this Agreement.
- D. Subject to the provisions of Subsection 7.E, a party against whom a claim for indemnification has been asserted ("Indemnifying Party") shall have the right, at its own expense, to participate in the defense of any claim, action or proceeding brought by a third party ("Third Party Claim") which resulted in said claim for indemnification, and if said right is exercised, the parties shall cooperate in the defense of said action or proceeding.
- E. Following the receipt of notice of a Third Party Claim, the party receiving the notice of the Third Party Claim shall notify the other party in writing of its existence. The failure of a party to give such written notice shall not impair that party's rights under this Section 7, except to the extent the party entitled to received such a notice has been materially and adversely prejudiced by such failure. The Indemnified Party shall tender the defense of a Third Party Claim to the Indemnifying Party. The Indemnified Party shall have the right to be represented by counsel at its own expense in any such contest, defense, litigation or settlement conducted by the Indemnifying Party provided that the Indemnified Party shall be entitled to reimbursement therefor if the Indemnifying Party shall lose its right to defend and settle as herein provided. Notwithstanding the foregoing, the Indemnifying Party shall lose its right to defend and settle the Third Party Claim if it shall fail to diligently contest the Third Party Claim. So long as the Indemnifying Party has not lost its right and/or obligation to defend and settle as herein provided, the Indemnifying Party shall have the exclusive right, in its discretion exercised in good faith, and upon the advice of counsel, to settle any such matter, either before or after the initiation of litigation, at such time and upon such terms as it deems fair and reasonable, provided that at least ten (10) business days prior to any such settlement, written notice of its intention to settle shall be given to the

Indemnified Party. No failure by an Indemnifying Party to acknowledge in writing its indemnification obligations under this Section 7 shall relieve it of such obligations to the extent they exist.

- F. In accepting the Assets from Seller, Buyer agrees to be solely responsible for all the risks associated with their use.
- G. As a major inducement and consideration for this Agreement, Buyer agrees to release, indemnify and hold Seller harmless from all present and future claims, demands, losses, damages, obligations, expenses, lawsuits or liability of any nature or any kind whatsoever, including the costs of settlement and reasonable attorney's fees, arising from or in any way:
 - i. connected with the Assets and any products manufactured using or relying on the Assets or otherwise derived from the transfer of the Assets by Seller to Buyer; or
 - ii. resulting from injuries, including death, personal injury or property damage, caused or alleged to have been caused by the Assets as accepted and used in its present form and design or as may be modified and used by Buyer.
- H. As a major inducement and consideration for this Agreement, Seller disclaims any responsibility for the designs, or Assets and for products produced in reliance on the Assets when used in combination with other parts, regardless of who manufactured such parts (including Seller), and Buyer agrees to assume total responsibility for the performance and reliability of such assemblies and systems and expressly releases, indemnifies and holds Seller harmless from all claims, demands, losses, damages, expenses, lawsuits or liability, including the costs of settlement and reasonable attorney's fees, arising from or connected with such combinations with products produced in reliance on the Assets.

9. Warranty Regarding Assets.

- A. Buyer accepts the Assets 'AS IS, WHERE IS". Seller MAKES NO WARRANTIES WHATSOEVER, EITHER EXPRESS, IMPLIED (WHETHER ARISING UNDER LAW OR EQUITY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUPOSE) OR STATUTORY AS TO THE COMPONENTS OR PRINTS.
- B. While the Assets are those which Seller used to manufacture certain POWERFLOR products, Seller MAKES NO WARRANTY THAT BUYER OR ANY OTHER ENTITY CAN DUPLICATE THIS PRODUCTION.
- C. Seller makes no warranty that either the Components or Prints shall be delivered free from any claim of any third party by way of infringement. There is no understanding or agreement by Seller or between the parties with respect to patent or trademark infringement.

10. Termination. This Agreement and the transaction contemplated under this Agreement may be terminated by either party prior to closing if:

- A. A condition precedent to the terminating party's performance as set forth in Section 4 of this Agreement is not fulfilled;
- B. A material default or material breach has been committed by the non-terminating party;
or

- C. Any representation or warranty provided by the non-terminating parity is materially false or misleading.

11. Notice.

- A. Any notices required or permitted to be given must be in writing and delivered in person, sent by first class mail or express courier, or via facsimile to the addresses set forth below. Such notices will be effective upon Receipt.

If to TEC:	Long Communications Group, a Divisions of Tyco Electronics Corporation 961 Burke Street Winston-Salem, NC 27101 Attn: Joseph Zamzes Phone: (336) 725-2306 Fax: (336) 714-0516	With a copy to: Tyco Electronics Corporation PO Box 3608 Harrisburg, PA 17105-3608 Attn: General Counsel MS 140-42 Fax: (717) 592-3043
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If to TWC:	The Whitaker Corporation 4550 New Linden Hill Road, Suite 450 Wilmington, DE 19808 Attn: President Fax: (302) 633-2776
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If to Buyer:	John C. Edmonds 16223 Trainham Road Beaverdam, VA 23015 Phone: Fax:	Edward H. Franz 1106 Emerald Drive Bel Air, MD 21014 Phone: Fax:
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- B. For purpose of this Agreement, "Receipt" is defined as follows:

- i. For hand delivery, the date of the sending party delivers notice to the receiving party or its agent;
- ii. For facsimile, the date the sending party faxes the notice to the receiving party;
- iii. For United States Mail, the third day after the sending party sends the notice by certified or registered mail to the receiving party; and
- iv. For express courier, the date the express courier company delivers the notice to the receiving party or its agent.

12. Other Provisions.

- A. Between the date of this Agreement and the Closing Date, Seller and Buyer shall hold in confidence (except for disclosure to its attorneys, accountants and other advisors, as may be required by law, or to persons whose consent are necessary for consummation of the transactions contemplated hereby) the existence of this Agreement and all information and documents concerning this Agreement and the transactions

contemplated hereby except where a specific disclosure is agreed to in advance by the other party.

- B. All representations, warranties and covenants of any of the parties to this Agreement made in this Agreement shall survive the execution and delivery of this Agreement and the Closing.
- C. This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws provisions.
- D. The relationship between Seller and Buyer is that of seller and purchaser. Neither party shall be nor hold themselves out to be the agent, successor, predecessor or representative of the other, nor shall either party have any right to enter into any respect whatsoever.
- E. Each of the parties to this Agreement shall pay its own expenses and costs incurred by it in negotiating, closing and carrying out this Agreement, including without limitation expenses and fees of its outside experts and advisors.
- F. Neither this Agreement nor any rights or obligations hereunder shall be assignable, subject to an encumbrance or otherwise transferable directly or indirectly, in whole or in part, by Buyer without the prior written consent of Seller.
- G. This Agreement and each and every covenant, obligation, right, term and condition shall be binding upon and inured to the benefit of the parties and their respective successors and permitted assigns.
- H. The parties agree to execute all documents and take other action as necessary or desirable to carry out the terms of this Agreement.
- I. In the event any of the provisions, or portions thereof, contained in this Agreement shall for any reason be invalid, illegal or unenforceable, such circumstances shall not affect any other provision and this Agreement shall continue in full force and effect and be construed as if such provision, to the extent that it is invalid, illegal or unenforceable, had never been contained herein.
- J. The failure of either party to enforce the provisions of this Agreement or to exercise the rights granted hereunder or the agreement of the parties to waive enforcement thereof, at any time or for any period of time shall not constitute or be construed to be a waiver of any other failure or breach of such provisions or rights, or any other provision of this Agreement, or the right of such party subsequently to enforce each and every such provision or right, nor shall such failure or agreement be deemed to be an amendment to this Agreement.
- K. This Agreement represents the entire understanding between the parties and supersedes all prior correspondence, communication and negotiations between the parties with respect to its subject matter, except for the Confidentiality Agreement between the parties effective September, 2000.
- L. This Agreement may be modified or amended only by an instrument in writing duly executed by appropriate representatives of both parties. Both parties understand and agree that any purchase orders or acknowledgments issued by either party are for administrative purposes only, and shall not create additional terms to this Agreement.
- M. This Agreement may be executed in duplicate, each of which shall be considered an original.

November 28, 2000

The parties sign this Agreement intending to be legally bound by the Agreement. This Agreement will become effective as of the date set forth in the introductory paragraph.

Tyco Electronics Corporation

The Whitaker Corporation

By: Larry E. Hancock
Name: Larry E. Hancock

By: M. McDonnelly
Name: MEISSA K. DONNELLY

Title: Executive Vice President, Long Communications - Div. Tyco Electronics
Date: 11/28/00

Title: Assistant Secretary
Date: Nov. 28, 2000

John C. Edmonds

Edward H. Franz

By: John C. Edmonds
Date: 11/28/00

By: E. H. Franz
Date: 11/28/00

**EXHIBIT A
EQUIPMENT**

Description	Asset No.
Powerport Base Mold	
Pedestal Mold – 2 cavity solid/ported mold	
Pedestal Mold – 2 cavity solid mold	
Perimeter Mold	
Tamperproof Lid and Grommet Lid Molds	
Ramp Mold 18"	
External Corner Ramp Mold	
Internal Corner Ramp Mold	
Glue Machine	

EXHIBIT B MATERIALS

All intellectual property and other materials used directly and exclusively in Seller's POWERFLOR Business in the United States, regardless of the medium in which it is stored, including, but not limited to, all products, product descriptions, product code numbers, design and other documentation, specifications and know how regarding such products:

1. represented in the "AMP OPEN OFFICE CABLE SYSTEMS - POWERFLOR" Catalog #1307355 Issued 11/98, 7 pages;
2. all qualification data, internal and external, used in the manufacture of the above products; and
3. all processing and technical criteria involved in the manufacture the above products.

PATENTS

PATENT #	DESCRIPTION	COUNTRY	GRANT DATE
5392571	Pedestal Module for Raised Floor and Raised	United States	2/23/95
5440841	Pedestal Module for Raised Floor and Raised	United States	8/15/95
5475953	2-Shaped Edge Molding Strip	United States	12/19/95
5548086	Local distribution Utility Center for a Raised	United States	8/20/96
5672845	Local Distribution Utility Center for a Raised	United States	9/30/97

PATENTS AND INTELLECTUAL PROPERTY LICENSED TO SELLER The LDS Cabinets and Bubble Doors used in POWERFLOR Systems are owned by Don Petitt, 207 West 86th Street, New York, NY and TEC pays Mr. Petitt a royalty.

TRADEMARK AND TRADENAME *Seller owns the following trademark and trade name and in the name of The Whitaker Corporation. Such trademark and trade name will be transferred to Buyer after completion of registration in the name of The Whitaker Corporation.

MARK	COUNTRY	REGISTRATION #
POWERFLOR	United States	1,742,298

**EXHIBIT C
COMPONENTS AND INVENTORY**

SEE ATTACHED