

10-12-2001

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101871810

Commissioner of Patents and Trademark  
thereof

the attached original documents or copy

1. Name of conveying party(ies):

General Semiconductor Industries, Inc.  
2001 West Tenth Place, P.O. Box 3078  
Tempe, Arizona 85281

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

*9-29-01*

2. Name and address of receiving party(ies):

GI Corporation  
181 West Madison Street  
Chicago, IL 60602

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation - State: Delaware  
(both companies)
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes  No
- (Designations must be a separate document)
- Additional name(s) & address(es) attached?
- Yes  No

3. Nature of conveyance:

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

Execution Date: July 31, 1992

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

A. Trademark Application No.(s):

Additional numbers attached? No.

B. Trademark Registration No.(s):

THYZORB Reg. No. 1,345,882  
Reg. Date: July 2, 1985

Additional numbers attached?  Yes  No

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

Michael D. Fishman  
Rader, Fishman & Grauer  
39533 Woodward Avenue  
Suite 140  
Bloomfield Hills, Michigan 48304  
(248) 594-0600

6. Total number of applications and registrations involved: one (1)

7. Total fee (37 CFR 3.41).....\$40  
 Enclosed

Authorized to be charged to deposit account.

8. Deposit Account Number: 18-0013

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.

Jill R. Neuvirth  
Name

*Jill Neuvirth*  
Signature

September 20, 2001  
Date

Total number of pages comprising cover sheet = 7

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10/11/2001 6TON11 00000088 180013 1345882  
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TRADEMARK  
REEL: 002381 FRAME: 0752

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT and BILL OF SALE, made and entered into this 31st day of July, 1992, by and among GENERAL SEMICONDUCTOR INDUSTRIES, INC., a Delaware corporation ("Seller"), SQUARE D COMPANY, a Delaware corporation ("Parent"), and GI CORPORATION, a Delaware corporation ("Purchaser").

WHEREAS, Seller, Parent and Purchaser are parties to an Agreement for Purchase and Sale of Assets, dated as of May 27, 1992, as amended as of the date hereof (the "Agreement").

NOW, THEREFORE, pursuant to the Agreement and in consideration of the premises and the terms and conditions hereinafter stated, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

2. Assets. From and after the date hereof, on the terms and subject to the conditions of the Agreement, Seller and Parent hereby sell, convey, transfer, assign and deliver to Purchaser all of Seller's, Parent's or any of their respective Affiliates' rights, title and interest in and to the following assets, properties and businesses of Seller, Parent or any Affiliate of Seller or Parent, as the same may exist as of the date hereof, and whether tangible or intangible, and wherever located (each and all of such items are referred to as the "Purchased Assets"), TO HAVE AND TO HOLD THE PURCHASED ASSETS unto Purchaser and its successors and assigns forever from the date hereof:

(a) all inventory of Products and of raw materials, purchased parts, work in process, and supplies for Products, wherever located;

(b) all technical, manufacturing or marketing information, new developments, inventions or ideas, know-how, and trade secrets used or held for use in connection with the Products or the Business and all documentation thereof, including related papers, parts drawings, blueprints and specification sheets, tool drawings, chemical compositions, formulae, diaries, notebooks, specifications, methods of manufacture, data processing cards, discs and tapes and all data contained therein or thereon and all rights thereto;

(c) all customer files, customer lists, collection and credit records, purchasing records, supplier lists, parts lists, bills of material, catalogs, advertising literature, vendor lists, and all rights or claims in or under customers' and suppliers' contracts used or held for use in connection with the Products or the Business;

(d) all patents, copyrights, and applications and registrations therefor used or held for use in connection with the Products or the Business, including, without limitation, those listed in Schedule 1.01(d) to the Agreement;

(e) the trademarks and service marks and registrations therefor used or held for use in connection with the Products or the Business, including, without limitation, those listed in Schedule 1.01(e) to the Agreement;

(f) all patent, trade secrets, technology licenses or other license agreements, software designs, machine readable data, drawings, unpatented designs or processes, formulae, know-how, technical assistance or other proprietary rights of Seller used or held for use in connection with the Products or the Business, including, without limitation, those listed in Schedule 1.01(f) to the Agreement;

(g) all rights under all oral and written consulting or development agreements related to the operation of the Business, including, without limitation, those described in Schedule 1.01(g) to the Agreement;

(h) all rights under the Assigned Contracts and Purchase and Sale Orders;

(i) except for Excluded Assets, all of Seller's rights, claims or entitlements arising from the conduct of the Business or which relate to or arise from or in connection with the Purchased Assets or Assumed Liabilities including goodwill, if any;

(j) all accounts and notes receivable of Seller (whether or not with respect to the Business) and all documents and records of Seller relating thereto (other than accounts and notes receivable that arise solely from the conduct of the business of the Seller after the date hereof);

(k) all transferable prepayments, claims and other prepaid expenses of Seller pertaining to the Business;

(l) all rights to manufacture and/or distribute the Products;

(m) all documents and records relating to the Purchased Assets, the Products, or the Business (including historical costing and pricing data, employment and personnel records for all Persons identified by Purchaser on Schedule 6.19A to the Agreement and all accounting books, records, ledgers and electronic data processing materials, in each case, with respect to the Business);

(n) all receivables due from GSI Ireland;

(o) the name "General Semiconductor Industries, Inc.", "GSI" or any similar name and any trade names, trademarks, service names, service marks or corporate symbols or logos utilizing such name or any similar name;

(p) all rights under transferable or assignable insurance policies which exclusively cover the Business, the business of GSI Ireland, the Purchased Assets, the Products or the GSI Ireland Assets to the extent they continue to remain in force after the date hereof in accordance with Schedule 6.20 to the Agreement;

(q) the assets identified on Schedule B to the Agreement; and

(r) any assets not owned by GSI Ireland and used by GSI Ireland in the conduct of its business which are identified in Schedule C to the Agreement.

3. Excluded Assets. Notwithstanding anything in Section 2 to the contrary, the following assets of Seller (the "Excluded Assets") are not included in the Purchased Assets:

(a) Seller's general ledger and tax returns;

(b) all cash, commercial paper and interest bearing deposits of Seller other than to the extent required by Section 8.18 of the Agreement;

(c) refunds of Taxes paid by Seller;

(d) all rights and claims that relate to the Excluded Assets or the Excluded Liabilities (which shall in no event include any such rights or claims to the extent they are Purchased Assets, including, without limitation, the accounts and notes receivable identified in Section 1.01(j) of the Agreement); and

(e) the assets of Seller which are not Purchased Assets, including, without limitation, those described on Schedule D to the Agreement.

4. Prohibited Assignments. Seller and Parent agree that with respect to any Consent that has not been obtained prior to the date hereof associated with any lease, contract, other agreement or asset or if an attempted assignment would be ineffective and would adversely affect the rights of Seller thereunder so that Purchaser would not in fact receive all such rights, Seller shall, in accordance with Section 2.01(b) of the Agreement use its best efforts, and shall cooperate in any arrangement which Purchaser may reasonably request, to provide for the assumption by Purchaser of the benefits, risks and burdens under any such concession, claim, contract, license, lease, commitment or order, including (i) entering into reasonable subcontracts, subleases, sale and leasebacks, or other reasonable contractual arrangements which will provide such benefits to Purchaser; (ii) agreeing with the Person or Persons whose Consent is required to be obtained that Seller will remain liable under any such concession, claim, contract, license, lease, commitment or order to the same extent as if such assignment had not occurred; and (iii) enforcing for the benefit of Purchaser, any and all rights of Seller against any other party thereto arising out of the breach or cancellation thereof by such party or otherwise; and any transfer or assignment to Purchaser of any property, property right, contract or agreement which shall require the Consent of any other party shall be made subject to such Consent being obtained. Nothing contained in this Section 4 shall affect the rights of Purchaser under the Agreement.

5. Further Assurances. At any time after the date hereof, Seller shall, at the Purchaser's reasonable request and without further consideration, execute and deliver or cause to be executed and delivered such instruments of transfer, conveyance, assignment and assumption and take such other action as Purchaser may reasonably request in order more effectively to transfer, convey, assign, reduce to possession, and record title to the Shares and the Purchased Assets, and to effectuate the transactions contemplated by the Agreement, the Irish Agreement and the Ancillary Documents (including, without limitation, any actions required under or in connection with the Irish Competition Act, 1991).

6. Endorsements. Parent and Seller agree that, after the date hereof, Purchaser shall have the right to endorse, without recourse, the name of the payee on any check or other evidence of indebtedness received by Purchaser in respect of the accounts and notes receivable of Seller or other Purchased Assets and Seller and Parent shall furnish to Purchaser such further evidence of this authority as Purchaser may reasonably request.

7. Interpretation. (a) This Assignment and Bill of Sale shall be construed in accordance with the laws applicable to the Agreement.

(b) This Assignment and Bill of Sale is being delivered pursuant to the Agreement and shall be construed consistently therewith. The provisions of the Agreement are applicable to this Assignment and Bill of Sale, and this Assignment and Bill of Sale does not, in any way, enlarge, diminish, impair, amend or modify the rights and obligations of the parties to the Agreement.

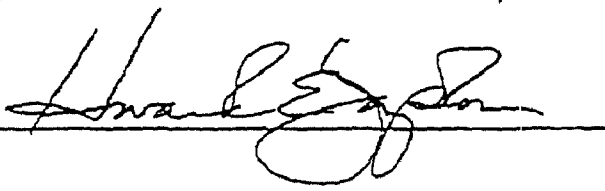
8. Successors and Assigns. This Assignment and Bill of Sale shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

9. Counterparts. This Assignment and Bill of Sale may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, Seller and Parent have executed this Assignment and Bill of Sale as of the date first above written.

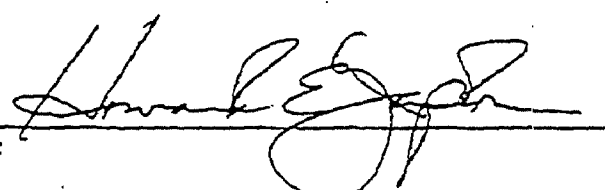
GENERAL SEMICONDUCTOR INDUSTRIES, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_



SQUARE D COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_



Schedule 1.91(a)

Registration Number	Registration Date	Territory	Mark
1,594,023	May 1, 1980	USA	GSX
1,003,150	January 28, 1978	USA	Stars (Design)
1,348,882	July 2, 1985	USA	THYSCOR
945,108	October 17, 1972	USA	TRANSORB
240,692*	March 7, 1980	Canada	TRANSORB
1,098,281	July 6, 1978	Great Britain	TRANSORB
988,390	June 21, 1988	West Germany	TRANSORB
108,811	October 25, 1990	Ireland	TRANSORB
1,787,820	April 23, 1985	Japan	TRANSORB
8,218,863*	July 29, 1982	South Africa	TRANSORB
321,151*	August 17, 1982	Switzerland	TRANSORB

\* Original files cannot be located.