

05-28-2002



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 5-8-02 High Voltage Engineering Corporation

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

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

- Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other Asset Purchase Agreement

Execution Date: February 2, 2001

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

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

A. Trademark Application No.(s) 76/086304

B. Trademark Registration No.(s) 052,653 2,035,939 1,243,472 809,428

Additional number(s) attached Yes No

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

Name: Elizabeth Plitzuweit

Internal Address:

Nixon Peabody LLP

Street Address: 101 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41): \$ 490.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 50-0850

(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.

Elizabeth Plitzuweit

Name of Person Signing

Signature

May 8, 2002

Date

Total number of pages including cover sheet, attachments, and document: 13

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

05/24/2002 6TOM11 00000124 500850 76086304

01 FC:481 40.00 CH 02 FC:482 450.00 CH

TRADEMARK REEL: 002514 FRAME: 0297

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

B. Trademark Registration Nos:

1,007,743
1,904,930
2,061,052
826,804
1,150,914
1,089,627
600,519
1,150,915
1,713,201
1,704,617
2,110,647
1,015,691
1,906,880
2,064,882

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**ANDERSON POWER PRODUCTS,  
A DIVISION OF HIGH VOLTAGE  
ENGINEERING CORPORATION**

Acquisition by IDEAL Industries, Inc.  
of substantially all of the assets of  
High Voltage Engineering Corporation  
used in or held for use in connection with  
the operation of the business of its  
Anderson Power Products division

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**March 5, 2001**

**Closing Index**

This Closing Index lists the documents and other instruments executed and delivered in connection with the closing (the "Closing") of the acquisition by IDEAL Industries, Inc., a Delaware corporation (the "Buyer"), of substantially all of the assets of High Voltage Engineering Corporation, a Massachusetts corporation (the "Seller"), used in or held for use in connection with the operation of the business of its Anderson Power Products division, pursuant to an Asset Purchase Agreement (the "Purchase Agreement"), dated as of February 2, 2001, between the Buyer and the Seller. The Closing was held at the offices of Bingham Dana LLP ("BD"), 150 Federal Street, Boston, Massachusetts, and by facsimile, on March 5, 2001 (the "Closing Date"). Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Purchase Agreement.

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**ASSET PURCHASE AGREEMENT**

**by and between**

**IDEAL INDUSTRIES, INC.**

**and**

**HIGH VOLTAGE ENGINEERING CORPORATION**

**Dated as of February 2, 2001**

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Supplemental Disclosure Schedules delivered pursuant to Section 7.11 of the Purchase Agreement.

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Schedules:

Schedule 1.1(a)	Land
Schedule 1.1(c)	Plants, Fixtures, Machinery, Equipment, Etc.
Schedule 1.1(g)	Purchase and Sale of Utilities, Goods, Materials and Services; Etc.
Schedule 1.1(h)	Intellectual Property
Schedule 2.2(a)	Assumed Liabilities - Trade Accounts Payable
Schedule 5.4	Title to Acquired Assets
Schedule 5.10	Inventory Locations

**B. CERTAIN PRE-CLOSING ACTIONS**

Action by Written Consent of the Board of Directors of High Voltage Engineering Corporation, dated as of the Closing Date. 3

**C. DOCUMENTS AND INSTRUMENTS EXECUTED AND DELIVERED AT THE CLOSING**

Assignment and Assumption Agreement, dated as of the Closing Date, by and between the Buyer and the Seller. 4

Patent Assignment, executed by the Seller, to be filed with the United States Patent and Trademark Office. 5

Trademark Assignment, executed by the Seller, to be filed with the United States Patent and Trademark Office. 6

Bill of Sale for Acquired Assets, dated as of the Closing Date, executed by the Seller. 7

Letter Agreement, dated as of the Closing Date, between the Buyer and the Seller regarding closing arrangements and certain post closing items. 8

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**D. LEGAL OPINIONS AND CORPORATE AUTHORITY DOCUMENTS**

Legal opinion of BD, counsel to the Seller, dated as of the Closing Date, delivered pursuant to Section 8.9 of the Purchase Agreement. 10

Legal Opinion of Schut/van Os, counsel to Anderson Power Products Ireland, B.V. ("Anderson Ireland"), dated as of the Closing Date, delivered pursuant to Section 8.9 of the Purchase Agreement. 11

## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated as of February 2, 2001, by and between High Voltage Engineering Corporation, a Massachusetts corporation (the "Seller"), and IDEAL Industries, Inc., a Delaware corporation (the "Buyer").

WHEREAS, the Seller owns certain assets used in the design and manufacture of high performance modular power connectors for use in high current, quick connect/disconnect applications, with the business currently being conducted by the Seller with such assets along with the business currently conducted by Anderson Power Products Ireland, B.V., a corporation organized under the laws of the Netherlands ("Anderson Ireland"), being collectively referred to hereafter as "Anderson"; and

WHEREAS, the Buyer wishes to purchase or acquire from the Seller, and the Seller wishes to sell, assign and transfer to the Buyer, all of the assets and properties of the Seller relating to or used or held for use in connection with the conduct of the business and operations of Anderson as currently conducted by the Seller, and the Buyer has agreed to assume certain liabilities of the Seller relating to Anderson, all for the purchase price and upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties hereto agree as follows:

### ARTICLE I.

#### PURCHASE AND SALE

**SECTION 1.1. Acquired Assets.** Subject to the terms and conditions set forth in this Agreement, at the Closing referred to in Article IV hereof, the Seller shall sell, assign, transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and take assignment and delivery of, free and clear of all Encumbrances, other than Permitted Encumbrances, all of the Seller's right, title and interest in and to all of the assets, tangible and intangible, whether now existing or hereafter acquired, relating primarily to, or used primarily or held for use primarily in connection with, the conduct of the business or operations of Anderson, with the exception of the Excluded Assets (as defined in Section 1.2 hereof) (all of which assets, other than the Excluded Assets, are hereinafter referred to collectively as the "Acquired Assets"). The Acquired Assets shall include, but not be limited to, the following:



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(h) all of the Seller's rights with respect to all Intellectual Property (as defined in Article XV hereof) that relates primarily to or is used primarily or held for use primarily in connection with the conduct of the business or operations of Anderson, including without limitation the Intellectual Property described on Schedule 1.1(h) hereto;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(n) all goodwill associated primarily with the Acquired Assets or Anderson, including the exclusive right to use the names "Anderson Interconnect," and "Anderson Power," and any and all trade names, trademarks and servicemarks that the Seller uses primarily or has used primarily in connection with operating Anderson (other than trade names, trademarks and servicemarks that relate solely to the Seller or any business other than Anderson including, without limitation, the name and mark "High Voltage Engineering Corporation", the name and mark "High Voltage Engineering", in whole or in part, and any name or mark derived from or including either of the foregoing) and the Intellectual Property described in paragraph (h) above.

**SECTION 1.2. Excluded Assets.** [REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

[REDACTED]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HIGH VOLTAGE ENGINEERING CORPORATION

By:   
Name: CLIFFORD R. B. B.  
Title: President

IDEAL INDUSTRIES, INC.

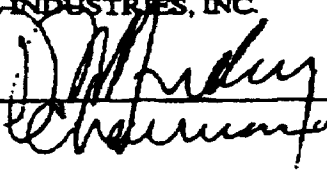
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HIGH VOLTAGE ENGINEERING CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

IDEAL INDUSTRIES, INC.

By:   
Name: *Chairman of the Board*  
Title:

HUEDOCS-921552.12

## Intellectual Property

	<u>PAT. NO.</u>	<u>Title</u>	<u>Date of Issue</u>	<u>Company on Record</u>
1	5,458,510	Printed circuit board connector contact	12/3/1993	High Voltage Engineering Corporation
2	4,990,099	Keyed electrical connector with main and auxiliary	9/18/1989	High Voltage Engineering Corporation
3	D300,921	Electrical connector handle	9/24/1985	High Voltage Engineering Corporation
4	4,795,366	Electrical connector handle	11/2/1987	High Voltage Engineering Corporation
5	D271,196	Electrical connector	9/6/1979	Anderson Power Products
6	4,237,198	Electrical device with bi-level battery state-of-charge	9/6/1979	Anderson Power Products
7	4,180,770	Method and apparatus for determining the capacity	3/1/1978	Anderson Power Products
8	4,120,552	Switchable electrical connector	7/7/1977	Anderson Power Products
2	4,248,942	Electrical device with bi-level battery state-of-charge	9/28/1980	High Voltage Engineering Corporation

	<u>No. &amp; Trademark</u>	
1	1243472 -- A	High Voltage Engineering Corporation
2	1089627 -- POW-R-GARD	Anderson Interconnect, Inc.
3	1015691 -- SBX	High Voltage Engineering Corporation
6	0826804 -- POWERPOLE	High Voltage Engineering Corporation
7	0809428 -- ANDERSON POWER PRODUCTS	High Voltage Engineering Corporation
2	1150915 -- POW-R-VUE	High Voltage Engineering Corporation
3	1150914 -- POW-R-CHEK	High Voltage Engineering Corporation
1	2110647 -- SBO	High Voltage Engineering Corporation
2	2064882 -- YC	High Voltage Engineering Corporation
3	2061052 -- EC	High Voltage Engineering Corporation
5	2035939 -- A-	High Voltage Engineering Corporation
7	1906880 -- THE POWER CONNECTOR COMPANY	High Voltage Engineering Corporation
8	1904930 -- BDR	High Voltage Engineering Corporation
10	1713201 -- SB	High Voltage Engineering Corporation
11	1704617 -- SBE	High Voltage Engineering Corporation
20	0600519 -- POW-R-GARD	High Voltage Engineering Corporation
21	0052653 -- A	High Voltage Engineering Corporation

	<u>Serial Number</u>	<u>Word Mark</u>	<u>Reg. Number</u>	<u>Live/Dead Indicator</u>	
1	75641557	ANDERSON POWER		DEAD	Anderson Interconnect, Inc.
2	75564538	POWERCLAW		DEAD	Anderson Interconnect, Inc.
3	75898134	SPINLOK		LIVE	Anderson Interconnect, Inc.
4	73237251	POW-R-VUE	1150915	LIVE	Anderson Interconnect, Inc.
5	73237249	POW-R-CHEK	1150914	LIVE	Anderson Interconnect, Inc.
6	73020307	SBX	1015691	LIVE	Anderson Interconnect, Inc.
7	72461056	ATTACHABLE	1007743	LIVE	Anderson Interconnect, Inc.
8	72238036	POWERPOLE	826804	LIVE	Anderson Interconnect, Inc.
9	71614331	POW-R-GARD	600519	LIVE	Anderson Interconnect, Inc.
1	75182240	SBO	2110647	LIVE	High Voltage Engineering Corporation
2	75092600	EC	2061052	LIVE	High Voltage Engineering Corporation
3	75091482	YC	2064882	LIVE	High Voltage Engineering Corporation
4	75091092	OD		DEAD	High Voltage Engineering Corporation
5	74586709	THE POWER CONNECTOR COMPANY	1906880	LIVE	High Voltage Engineering Corporation
6	74532500	A+++++		DEAD	High Voltage Engineering Corporation
7	74521346	A+	2035939	LIVE	High Voltage Engineering Corporation
8	74449666	BDR	1904930	LIVE	High Voltage Engineering Corporation
9	74161508	SB	1713201	LIVE	High Voltage Engineering Corporation
10	74102882	SBE	1704617	LIVE	High Voltage Engineering Corporation
11	73621310	LUMAFLEX	1454026	DEAD	High Voltage Engineering Corporation
12	73561931	ANDERSON LUMAFLEX	1426337	DEAD	High Voltage Engineering Corporation
13	73486111	LUMAFLEX		DEAD	High Voltage Engineering Corporation
14	73481827	ANDERSON POWERFLEX		DEAD	High Voltage Engineering Corporation
15	73423749	BUCKET O' BOOSTERS	1304353	DEAD	High Voltage Engineering Corporation
16	73237251	POW-R-VUE	1150915	LIVE	High Voltage Engineering Corporation
17	73237249	POW-R-CHEK	1150914	LIVE	High Voltage Engineering Corporation
18	73020307	SBX	1015691	LIVE	High Voltage Engineering Corporation
19	72238036	POWERPOLE	826804	LIVE	High Voltage Engineering Corporation
20	71614331	POW-R-GARD	600519	LIVE	High Voltage Engineering Corporation
1	76086304	FUSELOK		LIVE	
8	73083792	A	1111230	DEAD	Anderson Power products
3	73374837	A	1243472	LIVE	

<u>Country</u>	<u>No.</u>	<u>Registered Foreign Trademarks Trademark</u>
Benelux	314,308	Anderson Power Products
	314,309	Powerpole
	315,011	SB
Bulgaria	8767	Powerpole
Canada	166,346	"A" Within Circle
Denmark	1943-1973	Modular Electrical Conn.
	1943-1973	Powerpole
France	867,401	QD
	867,427	SB
	867,428	EC
	867,429	Powerpole
	1,220,629	SB
	1,220,630	Powerpole
	1,220,631	EC
	1,220,632	QD
1,220,634	Anderson Power Products	
Germany	910,819	Anderson Power Products
	917,380	Powerpole
Italy	288,513	Powerpole
	288,841	SB
Japan	1,155,625	Anderson
	1,183,917	Powerpole
	1,183,918	Anderson Power Products
Sweden	142,072	Modular Electrical Connector
Switzerland	263,618	SB
	263,619	Powerpole

<u>Country</u>	<u>No.</u>	<u>Foreign Patents</u>
Britain	931,658	SB
	965,073	SB
	965,074	SB
	1,276,807	QD
	1,295,598	SB
	1,342,294	BCI
	1,443,819	SBX
	2,041,548	BCI
Canada	598,493	SB
	651,109	SB
	744,469	PP
	744,470	PP
	923,589	SB
	927,452	QD
	948,278	BCI
	990,821	SBX
	1,118,046	BCI
1,154,822	BCI	
France	71,09872	SB
	71,17670	BCI
	73,44153	SBX
Italy	1,000,442	SBX
	885,802	SBX
Poland	74/0939	SBX
South Afr	79/1017	BCI