U.S. Patent & TMOfc/TM Mail Rcpt Dt. #57

05-06-2002

Collective

08-12-2002

102174136

Docket No.: 6500-3789

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

1. Name of conveying party(ies):

Alpha Wire Corporation

5-6-02

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

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

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

Name: **Belden Wire & Cable Company**

Internal Address:

Street Address: **7701 Forsyth Boulevard, Suite 800**

City: **St. Louis** State: **MO** ZIP: **63105**

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State **Illinois**
- ☐ 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 Correction

Execution Date: **01/08/1997**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

856,925

TM

Additional numbers attached? ☐ Yes ☒ No

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

Name: **James B. Conte**

Internal Address: **Lee, Mann, Smith, McWilliams, Sweeney, & Ohlson**

Street Address: **209 S. LaSalle Street, Suite 410**

City: **Chicago** State: **IL** ZIP: **60604**

6. Total number of applications and registrations involved:..... 1

7. Total fee (37 CFR 3.41):.....$ **$40.00**

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

12-0913

DO NOT USE THIS SPACE

05/28/2002 ANNE01 00000045 856925
01 FC:481 40.00 DP

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.

James B Conte — Name of Person Signing

Signature

05/01/02 — Date

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

TR/ 07-17-1997 RM

To the Hon[or] Trademarks

Please record the at[tached] 100457281 / COPIES the[reof]

RECEIVED
JUL 07 1997
RECEIPT ACCTING. DIV

1. **Name of Conveying Party(ies)**	2. **Name and address of receiving party(ies)**
ALPHA WIRE CORPORATION ☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☒ Corporation-State (New Jersey) ☐ Other _____ Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No	BELDEN WIRE & CABLE COMPANY 7701 Forsyth Boulevard, Suite 800 St. Louis, Missouri 63105 ☐ Individual(s)_____ ☐ Association_____ ☐ General Partnership_____ ☐ Limited Partnership_____ ☒ Corporation-State Delaware ☐ Other _____ If assignee is not domiciled in the United States, a domestic representative _____, 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: 1/8/97	4. **Application number(s) or patent number(s):** A. Trademark Application No.(s) SEE ATTACHED (A) B. Trademark Registration No.(s) SEE ATTACHED (B) Additional numbers attached? ☐ Yes ☐ No
5. **Name and address of party to whom correspondence concerning document should be mailed:** Mr. Christopher E. Allen Assistant Secretary and Assistant General Counsel Belden Inc. 7701 Forsyth Blvd., Ste. 800 St. Louis, MO 63105	6. **Total number of applications and registrations involved:** 10
7. **Total fee (37 CFR 3.41) $265** ☒ Enclosed	8. **Deposit account number:** N/A

15/1997 TTONG1 00000391 74364005
FC:481 40.00 OP
FC:482 225.00 OP

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.

Christopher E Allen	Christopher E. Allen	July 2, 1997
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments and documents: ☐ 15

ATTACHMENT A (TRADEMARK APPLICATION NUMBERS)
TRADEMARK RECORDATION FORM

1. Mark and Client File#: ALPHA (design) (b&w) A4024-1-3-5 (#34)
   Class: 8, 9, 11, 17, 20
   Serial #: 74/364,005
   Filing Date: 03/03/03

2. Mark and Client File#: ALPHA (design) (blue) A4024-1-3-5 (#35)
   Class: 8, 9, 11, 17, 20
   Serial #: 74/334,095
   Filing Date: 09/24/93

3. Mark and Client File#: ALPHA - THE DISTRIBUTOR'S CHOICE! A4024-1-3-10 (#48)
   Class: 42
   Serial #: 74/703,906
   Filing Date: 07/21/95

ATTACHMENT B (TRADEMARK REGISTRATION NUMBERS)
TRADEMARK RECORDATION FORM

1. Mark and Client File#: *ALPHA (and design) A4024-1-3-1 (#2)
Class: 9, 17
Serial #: 291,336
Filing Date: 02/19/68
Reg #: 863,049
Reg. Date: 01/07/69
Renewal Due: 07/07/2008-01/07/2009

2.. Mark and Client File#: *FIT A4024-1-3-1 (#5)
Class: 17
Serial #: 162,890
Filing Date: 02/18/63
Reg # 763,820
Reg. Date: 01/28/64
Renewal Due: 07/28/2003-01/28/2004

3. Mark and Client File#: *FIT (and design) A4024-1-3-1 (#6)
Class: 17
Serial #: 266,492
Filing Date: 03/13/67
Reg #: 865,925
Reg. Date: 09/17/68
Renewal Due: 03/17/2008-09/17/2008

4. Mark and Client File#: LOC-TRAC A4024-1-3-1 (#7)
Class: 9
Serial #: 126,095
Filing Date: 05/04/77
Reg #: 1,117,148
Reg. Date: 05/01/79
Renewal Due: 12/01/98-05/01/99

5. Mark and Client File#: QCC (design) A4024-1-3-1 (#8)
Class: 37
Serial #: 72/427,347
Filing Date: 06/15/72
Reg #: 972,598
Reg. Date: 11/06/73
2nd Renewal Due: 05/06/2003-11/06/2003

6.. Mark and Client File#: XTRA•GUARD A4024-1-3-1 (#9)
Class: 9
Serial #: 517,867
Filing Date: 01/17/85
Reg #: 1,356,390
Reg. Date: 08/27/85
Renewal Due: 01/27/2005-08/26/2005

7. Mark and Client File#: ROBO•GUARD A4024-1-3-4 (#26)
Class: 9
Serial #: 74/262,234
Filing Date: 04/03/92
Reg #: 1,815,356
Reg. Date: 01/04/94
Renewal Due: 8 & 15 Due 01/04/99-01/04/2000

TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of the 8th day of January, 1997 by and between Alpha Wire Corporation ("Assignor"), a New Jersey corporation, and Belden Wire & Cable Company ("Assignee"), a Delaware corporation.

WHEREAS, Assignor has adopted, used and is using the trademarks, servicemarks and copyrights identified on Exhibit A attached hereto (the "Intellectual Property");

WHEREAS, as of November 21, 1996, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") for Assignor's sale to Assignee of certain assets of Assignor's Business (as that term is defined in the Asset Purchase Agreement), including the Intellectual Property;

WHEREAS, in connection with the consummation of the Asset Purchase Agreement, the Assignor and Assignee have entered into this Agreement for the transfer of Assignor to Assignee of the Intellectual Property (which Assignor represents and warrants are the only trademarks, servicemarks or copyrights used in the Business); and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Intellectual Property;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Intellectual Property.**

   (a) Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in and to the Intellectual Property together with (a) the goodwill of the business symbolized by and associated with the Intellectual Property, and (b) the right to sue and collect for, and the right to profit or damages due or accrued or arising out of or in connection with, any and all past, present or future infringements or dilutions or damages to the Intellectual Property or such associated goodwill.

   (b) Assignor does hereby further covenant and agree that it will not execute any writing or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request without further consideration, but at the expense of the Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, it successors and assigns, may reasonably determine as necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving the Intellectual Property, except that Assignor shall bear such expenses when such acts are necessary to carry out its obligations under the provisions of the Asset Purchase Agreement.

2. **Effective Date of Assignment.** The assignment provided for by this Agreement shall take effect on January 8, 1997, and Assignor shall give Assignee possession of the Intellectual Property and any right, title and interest therein.

3. **Miscellaneous.**

(a) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(b) If any party commences an action against any of the parties arising out of or in connection with this Agreement, the prevailing party or parties shall be entitled to recover from the losing party or parties reasonable attorneys' fees and costs of suit.

(c) This Agreement shall be binding on and inure to the benefit of the parties and their successors.

(d) This Agreement supersedes all prior agreements, written or oral, between Assignor and Assignee relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by Assignor and Assignee. Notwithstanding any contrary provision, with respect to any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

(e) This Agreement is governed by and will be construed in accordance with the laws of Illinois.

(f) All capitalized terms not otherwise defined in this Agreement shall have the meaning given them in the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first set forth above.

Alpha Wire Corporation
Assignor

By: _____
Title: _____

Belden Wire & Cable Company
Assignee

By: _____
Title: _____

STATE OF MISSOURI)
) ss
COUNTY OF ST. LOUIS)

On January 8, 1997, before me, a notary public in and for said county and State, personally appeared Philip R. Cowen, being by me first duly sworn, declared he is the Chairman & Chief Executive Officer of Alpha Wire Corporation, and that the foregoing instrument is signed on behalf of the corporation by authority of its board of directors as its free act and deed.

_____
Notary Public
My Commission Expires: 7/6/97

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EXHIBIT A

Alpha Wire Division
Trademark Registrations

I. **Marks on the Principal Register:**

Mark and Client/File #	Class	Serial # / Filing Date	Reg. # / Reg. Date	Next Filing Deadline Date	Goods/ Services	Comments
*ALPHA (and design) A4024-1-3-1 (#2)	9 17	291,336 02/19/68	863,049 01/07/69	Renewal Due 07/07/2008- 01/07/2009	Electrical and electronic wire, insulating tubing and sleeving.	Section 8 & 15 Affidavits filed.
*FIT A4024-1-3-1 (#5)	17	162,890 02/18/63	763,820 01/28/64	Renewal Due 07/28/2003- 01/28/2004	Insulating tubing and sleeving.	Section 8 & 15 affidavits filed.
*FIT (and design) A4024-1-3-1 (#6)	17	266,492 03/13/67	856,925 09/17/68	Renewal Due 03/17/2008- 09/17/2008	Insulating tubing and sleeving.	Section 8 & 15 affidavits filed.
LOC-TRAC A4024-1-3-1 (#7)	9	126,095 05/04/77	1,117,148 05/01/79	Renewal Due 12/01/98- 05/01/99	Zipper tubing for use in jacketing or harnessing electrical wire and cable.	Section 8 & 15 affidavits filed.
QCC (design) A4024-1-3-1 (#8)	37	72/427,347 06/15/72	972,598 11/06/73	2nd Renewal Due 05/06/2003- 11/06/2003	Fabricating wire and cable to specifications of customers, said service including, but not limited to, shielding, jacketing, cabling, cutting, stripping and applying special markings thereto.	1st Renewal filed 10/12/93.
XTRA•GUARD A4024-1-3-1 (#9)	9	517,867 01/17/85	1,358,390 08/27/85	Renewal Due 01/27/2005- 08/26/2005	Electronic wire and cables.	Section 8 & 15 Affidavits filed.
ROBO•GUARD A4024-1-3-4 (#26)	9	74/262,234 04/03/92	1,815,356 01/04/94	8 & 15 Due 01/04/99- 01/04/2000	Flexible electrical and electronic cables.	Renewal Due 07/04/2003 - 01/03/2004

TRADEMARK

12/19/9602 [illegible] 03

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Mark and Client/File #	Class	Serial #/ Filing Date	Reg. #/ Reg. Date	Next Filing - Deadline Date	Goods/ Services	Comments
ALPHA (design) (b&w) A4024-1-3-5 (#34)	8	74/364,005 03/03/03			Manual tools for cutting, stripping and crimping cable.	Opposition filed 11/13/95 by Fry's Metals, Inc.
	9				Unshielded, shielded, insulated and uninsulated electrical and electronic wire, cable, cords and cord sets; electric soldering torches; jacks, modular plugs, wall plates, circuit board; cable connectors and adaptors; interface bus cable assemblies.	
	11				Heat guns.	
	17				Insulating tubing, braiding, sleeving, splices, and soldering sleeves	
	20				Ties, clips and clamps (not of metal) designed for identifying, harnessing and securing electrical and electronic wires and cables.	

Clifford Chance has applied, on behalf of Seller, for registration of the trademark ALPHA as an European Community Trademark. The application was filed 8/14/96 (reference #356345) with the Community Trademark Office in Spain. The office has confirmed receipt but has not yet examined the application.

TRADEMARK

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REEL: 002525 FRAME: 0108

Mark and Client/File #	Class	Serial #/ Filing Date	Reg. #/ Reg. Date	Next Filing Deadline Date	Goods/ Services	Comments
ALPHA (design) (blue) A4024-1-3-5 (#35)	8 9 11 17 20	74/334,095 09/24/93			Cable cutting, stripping and crimping tools; wire markers, clips, splices, soldering sleeves, cable ties, clamps and marking bases, tape straps. Unshielded, shielded, insulated and uninsulated electrical and electronic wire, cable, cords and cord sets; electric soldering torches; jacks, modular plugs, wall plates, circuit board, cable connectors and adaptors; interface bus cable assemblies. Insulating tubing, braiding, sleeving, splices, soldering sleeves. Heat guns. Ties, clips and clamps (not of metal) designed for identifying, harnessing and securing electrical and electronic wires and cables.	Opposition filed - 05/22/96 by Alfa Manufacturing
ALPHA - THE DISTRIBUTOR'S CHOICE! A4024-1-3-10 (#48)	42	74/703,906 07/21/95			Wholesale distributorship services in the field of electrical and electronic wire, cable, shrinkable tubing and interconnect products.	SOU forwarded to PTO on 09/11/96

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II. **Abandoned or Expired Applications for Registration/Inactive Marks:**

Mark and Client/File #	Class	Serial #/ Filing Date	Reg. #/ Reg. Date	Next Filing Deadline Date	Goods/ Services	Comments
ALPHA•LINK A4024-1-3-1 (#4)	9	726,400 05/04/88	1,536,190 04/25/89		Electrical units for use in converting signals transmitted via coaxial cables into signals capable of being transmitted via twisted pair wires and vice versa.	08/22/94 - Renewal registration allowed to expire per client's request.
ALPHA - THE DISTRIBUTORS' CHOICE! A4024-1-3-10 (#49)	42	74/703,907 07/21/95			Wholesale distributorship services in the field of electrical and electronic wire, cable, shrinkable tubing and interconnect products.	ABANDONED MARK PER CLIENT LETTER 10/08/96
XTRA•SEAL A4024-1-3-1 (#10)	17	679,507 02/20/87	1,486,911 05/03/88	8 & 15 Due 05/03/93- 05/03/94	Sealant material – namely, silicone based tape or composition for sealing electrical wires	05/04/94 - 8 & 15 deadline allowed to expire per client's request.
XTRA•SPEC A4024-1-3-2 (#13)	9 17	74/381,393 04/22/93			Electrical and electronic wire and cable. Insulating tubing and sleeving for electrical and electronic wire and cable.	ABANDONED - SOU deadline allowed to expire. Unable to prove use 01/31/96
XTRA•SAFE A4024-1-3-2 (#14)	9 17	74/381,392 04/22/93			Electrical and electronic wire and cable. Insulating tubing and sleeving for electrical and electronic wire and cable.	ABANDONED - SOU deadline allowed to expire. Unable to prove use 01/31/96
ALPHA WIRE MANAGEMENT A4024-1-3-2 (#16)						11/14/89 - Ordered TM Search. Mark not pursued.
GUARD/GARD A4024-1-3-2 (#17)						11/10/89 - Ordered TM Search. Mark not pursued.
OMNIGUARD A4024-1-3-2 (#18)						03/19/90 - Mark abandoned. Products no longer marketed under mark.

TRADEMARK

TRADEMARK
REEL: 002525 FRAME: 0110

Mark and Client/File #	Class	Serial #/ Filing Date	Reg. #/ Reg. Date	Next Filing Deadline Date	Goods/ Services	Comments
SHRINK 'N SEAL A4024-1-3-2 (#19)						01/12/90 - Ordered TM Search. 01/26/90 - Letter to client re: mark can cause problems. Mark not pursued.
REEL QWIK A4024-1-3-2 (#20)						01/30/90 - Ordered TM Search. 03/12/90 - Letter to client enclosing search report w/comments. Mark not pursued.
ALPHA FLEX A4024-1-3-3 (#21)						09/07/90 - Ordered TM Search. 10/01/90- Letter to client enclosing search report w/comments. Mark not pursued.
PHILCO A4024-1-3-3 (#22)						06/06/91 - Ordered TM Search. 06/14/91 - Letter to client enclosing search report w/comments. Mark not pursued.
EASY LINK A4024-1-3-3 (#23)						10/17/91 - File opened. Mark not pursued.
ALPHA-LINK (Add'l Reg.) A4024-1-3-3-3 (#24)						
DIGITAL GRADE A4024-1-3-3 (#25)						12/27/91 - Letter to client enclosing search report w/comments. Mark not pursued.
LIGHTGUARD A4024-1-3-4 (#27)						05/11/92 - Letter to client enclosing search report. LP believes app would be refused in PTO. Mark not pursued.

TRADEMARK
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Mark and Client/File #	Class	Serial #/ Filing Date	Reg. #/ Reg. Date	Next Filing Deadline Date	Goods/ Services	Comments
ALPHA ELECTRONIC SIGNAL TECHNOLOGIES, INC. A4024-1-3-4 (#28)						06/15/92 - Received TM search report. Mark not pursued.
LINKABLES A4024-1-3-4 (#29)	8 9 17				Handhold crimping tools. A full line of components used for the inter-connection of computers and computer workstations with accessory equipment, namely: connectors, modular plugs and jacks, adapters, wires, cables, cable assemblies, wraps tubing and tie wraps specifically designed for bundling and securing electric and electronic cables and wires. Self-adhesive marking tape for identifying electric and electric and electronic cables and wires.	05/23/95 - Mark abandoned at client's request
DATA-GRADE A4024-1-3-4 (#30)						08/27/92 - Ordered TM search. 09/18/92 - Letter to client enclosing search report w/comments. Mark not pursued.
ECONOLINE A4024-1-3-9 (#40)						09/19/94 - Letter to client enclosing in-house TM search report w/comments. Mark not pursued.
NUFLEX A4024-1/3/11 (#50)						12/22/95 - Ordered TM search. Mark not pursued.

TRADEMARK
REEL: 002525 FRAME: 0112

Mark and Client/File #	Class	Serial #/ Filing Date	Reg. #/ Reg. Date	Next Filing Deadline Date	Goods/ Services	Comments
CAMP WIREBUCKS (and buck design)	41		1,047,853 07/07/76	Renewal Due 03/07/96-09/07/96	Conducting educational programs.	Note on status sheet: this mark turned up in a search under Alpha's name. No file or any correspondence under this mark is being maintained.
CAMP WIREBUCKS	41		1,047,854 09/07/76	Renewal Due 03/07/96-09/07/96	Conducting educational programs.	Note on status sheet: this mark turned up in a search under Alpha's name. No file or any correspondence under this mark is being maintained.

III. **Copyright/Common Law Registrations:**

Title and Client/File #	Class	Serial #/ Filing Date	Reg. #/ Reg. Date	Next Filing Deadline Date	Goods/ Services	Comments
THERMOCOUPLE SENSORS A4024-1-3-1 (#11)			TX-1-565-227 4/19/85	Renewal Due 04/19/2060		Copyright - Registration in effect for 75 years from date of first publication.
XTRA-GUARD A4024-1-3-1 (#12)			TX-1-565-237 4/19/85	Renewal Due 04/19/2060		Copyright - Registration in effect for 75 years from date of first publication
ALPHA-BYTE A4024-1-3-1 (#3)						Common Law mark

TRADEMARK
REEL: 002525 FRAME: 0113

RECORDED: 05/06/2002

TRADEMARK
REEL: 002525 FRAME: 0114

IV. **New Jersey Alternate Name Filings:**

Mark and Client/File #	Original Reg. Date	Next Filing Deadline Date	Nature of Business to be Conducted Using Alternate Name
ALPHA WIRE CORPORATION A4024-1-3-11 (#54)	07/13/92	07/13/97	Manufacture and sale of electronic wire, cable and accessories
COMPUTER WIRE & CABLE CO., INC. A4024-1-3-11 (#55)	12/22/94	12/22/99	Manufacture and distribution of electrical and electronic wire, cable and related items
AWC ELECTRONICS COMPANY A4024-1-3-12 (#57)	04/16/93	04/16/98	Manufacture and distribution of electronic components
AWC DISTRIBUTION COMPANY A4024-1-3-12 (#59)	04/16/93	04/16/98	Manufacture and distribution of electronic components