

08-01-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

102175152

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

1. Name of conveying party(ies): General Cable Technologies Corporation 7-23-02 [checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other] Additional name(s) of conveying party(ies) attached? [checkbox] Yes [checkbox] No

2. Name and address of receiving party(ies) Name: Cable USA, Inc. Internal Address: Street Address: 2584 South Horseshoe Drive City: Naples State: FL Zip: 34104-6131 [checkboxes for citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other] If assignee is not domiciled in the United States, a domestic representative designation is attached: [checkbox] Yes [checkbox] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [checkbox] Yes [checkbox] No

3. Nature of conveyance: [checkbox] Assignment [checkbox] Merger [checkbox] Security Agreement [checkbox] Change of Name [checkbox] Other Execution Date: 07/01/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,506,891 Additional number(s) attached [checkbox] Yes [checkbox] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher M. Turk, Esquire Internal Address: Blank Rome Comisky & McCauley LLP Street Address: One Logan Square City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 [checkbox] Enclosed [checkbox] Authorized to be charged to deposit account 8. Deposit account number: 02-2555

DO NOT USE THIS SPACE

9. Signature. Christopher M. Turk, Esquire Name of Person Signing Signature Date July 23, 2002

Total number of pages including cover sheet, attachments, and document: 6

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

07/31/2002 GT0N11 00000059 1506891

01 FC:481 40.00 DP

OFFICE OF RECORDS FINANCE SECTION 2002 JUL 23 AM 10:06

TRADEMARK REEL: 002553 FRAME: 0213

AGREEMENT FOR SALE, TRANSFER AND ASSIGNMENT

This Agreement ("Agreement") is made effective as of June 25th, 2002 (the "Effective Date") by and between CABLE USA, INC., a Delaware corporation, with an address at 2584 South Horseshoe Drive, Naples, Florida 34104-6131 ("USA"), and GENERAL CABLE TECHNOLOGIES CORPORATION, a Delaware corporation, with an address at Four Tesseneer Drive, Highland Heights, Kentucky 41076-9753 ("GCT").

RECITALS

WHEREAS, GCT is the owner of a United States Trademark Registration No. 1,506,891, filed on January 7, 1988, and registered on October 4, 1988, for the mark INTEGRAFLAME, for "insulated electrical power cables" in International Class 9 (the "Mark"); and

WHEREAS, USA desires to acquire the entire right, title and interest in, to and under the said Mark, the Registration thereof and any domain names, tradenames and/or marks (foreign and U.S.) which incorporate and/or are substantially similar to the Mark, and GCT agrees to sell, assign and transfer all such rights to USA.

NOW, THEREFORE, for and in consideration of the promises, agreements and covenants contained herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Sale, Transfer and Assignment**. GCT hereby sells, transfers and assigns the Mark, together with all of GCT's right, title and interest in, to and under the Mark, to USA. GCT also hereby agrees to sell, transfer and assign to USA any other domain names, tradenames and marks (foreign and U.S.), together with any trademark registrations or pending trademark applications (in any country anywhere in the world), which incorporate the term INTEGRAFLAME. If any other such domain names, tradenames or marks exist, GCT agrees to advise USA of all such domain names, tradenames and marks and promptly execute the necessary assignments pertaining to any such tradenames and marks and to execute promptly the necessary Registrant Name Change Agreements pertaining to any such domain names.

2. **Obligations of GCT**.

2.1 **GCT Actions**. GCT agrees to cooperate with USA, and its employees or staff, in doing such things and promptly executing such documents as USA, in its reasonable discretion, may request in order to implement this Agreement. GCT's obligations include, without limitation: (a) cooperating with USA, as may be necessary, in effectuating the transfer of the Mark to USA, including, without limitation, concurrently with the execution of this Agreement, executing the Assignment document ("Assignment") attached hereto as **Exhibit A**; and (b) promptly notifying USA of any known or suspected misuse of the Mark as of the Effective Date of this Agreement.

2.2 **Use of Mark.** GCT agrees that neither it, nor any employee, agent or fiduciary of GCT shall: (a) use, advertise, promote, or seek to register as a trademark, tradename or domain name the term INTEGR AFLAME or INTEGR AFLAME.COM, or any variations thereof; (b) object to or challenge USA's use and/or registration of the Mark or any other domain name, tradename or mark which incorporates INTEGR AFLAME or terms substantially similar thereto; or (c) take any action, or assist others in any way, to dilute, tarnish, diminish and/or infringe the Mark.

3. **USA's Obligations.** USA agrees to pay the sum of \$10,000.00 (Ten Thousand Dollars) to GCT, in consideration of this Agreement and the sale, transfer and assignment of the Mark and/or any other domain names, tradenames and/or marks (foreign or U.S.) in accordance with **Sections 1 and 2.** Such payment shall be provided by USA to GCT upon execution of the Agreement and Assignment.

4. **Representations and Warranties.** GCT hereby represents and warrants to USA that: (a) GCT holds all right, title and interest free and clear in, to and under the Mark and/or any other domain names, tradenames and/or marks (foreign or U.S.) sold, transferred and/or assigned in accordance with this Agreement; (b) to the best of GCT's knowledge, there are no outstanding claims by any third parties against the Mark and/or any other domain names, tradenames and/or marks (foreign or U.S.) sold, transferred and/or assigned in accordance with this Agreement; and (c) the Mark and/or any other domain names, tradenames and/or marks (foreign or U.S.) sold, transferred and/or assigned in accordance with this Agreement have/has not been transferred to any other party nor pledged as collateral or otherwise encumbered.

5. **Authority.** Each party represents and warrants to the other party that this Agreement and the Assignment are being executed by the authorized representative of the respective party.

6. **Indemnification.**

6.1 **GCT.** GCT agrees to indemnify, defend and hold harmless USA, its directors, officers, employees, partners, agents, representatives, successors and assigns and related entities, affiliates, subsidiaries, customers of USA and related entities, affiliates and subsidiaries, harmless against any loss, liability, claim, damages or costs in connection with any claim brought against them by a third party with respect to and the use prior to the Effective Date of this Agreement by GCT of the Mark and/or any other domain names, tradenames and/or marks (foreign or U.S.) sold, transferred and/or assigned in accordance with this Agreement, or any losses arising from the breach of this Agreement by GCT.

6.2 **USA.** USA agrees to indemnify, defend and hold harmless GCT, its directors, officers, employees, partners, agents, representatives, successors and assigns and related entities, affiliates, subsidiaries, customers of GCT and related entities, affiliates and subsidiaries, harmless against any loss, liability, claim, damages or costs in connection with any claim arising from the breach of this Agreement by USA.

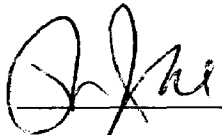
7. **Assignability.** This Agreement shall be assignable by USA.

8. **Miscellaneous.** This Agreement contains the entire agreement between the parties hereto, and supersedes all previous oral or written agreements regarding the subject matter

herein. This Agreement may be modified only in a writing signed by both parties. Any notices given under this Agreement shall be made to the parties identified in the Introductory paragraph, care of the signatories and to the parties' respective counsel. This Agreement shall be effective in all countries and territories throughout the world and is governed by the laws of the State of Illinois, without regard to conflict of laws principles. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or enforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision by its severance herefrom.

IN WITNESS WHEREOF, the parties have executed this Agreement to indicate their Agreement to the terms set forth above.

GENERAL CABLE TECHNOLOGIES CORPORATION

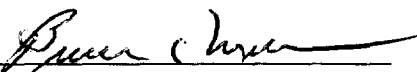
By:  _____

Name: Robert J. Siverd

Title: Executive Vice President

Date: 7/1/02

CABLE USA, INC.

By:  _____

Name: Bruce C. Milliken

Title: President

Date: 6/24/02

EXHIBIT A

A-1

TRADEMARK
REEL: 002553 FRAME: 0217

ASSIGNMENT OF TRADEMARK

WHEREAS, General Cable Technologies Corporation, a Delaware corporation, having its principal place of business at Four Tessenner Drive, Highland Heights, Kentucky 41076-9753 ("Assignor"), is the sole and exclusive owner of a United States Trademark Registration No. 1,506,891, filed on January 7, 1988, and registered on October 4, 1988, for the mark INTEGRAFLAME, for "insulated electrical power cables" in International Class 9 (the "Mark"); and

WHEREAS, Cable USA, Inc., a Delaware corporation, having its principal place of business at 2584 South Horseshoe Drive, Naples, Florida 34104-6131 ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said Mark and the Registration.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by said Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, assign, transfer and set over to said Assignee all its right, title and interest in, to and under said Mark and registration, together with the goodwill of the business symbolized by the Mark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized.

GENERAL CABLE TECHNOLOGIES CORPORATION

CABLE USA, INC.

By: [Signature]

By: [Signature]

Name: Robert J. Siverd

Name: Bruce C. Millie

Title: Ex. Vice President

Title: Pres

Date: 7/1/02

Date: 6/24/02

Notary: [Signature]

Notary: [Signature]



Joan Cappiello
My Commission CC826213
Expires April 17, 2003

Julie A. Dollenmayer
Notary Public - State At Large
My Commission Expires August 1, 2005

[Signature]