

01-21-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

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

1. Name of conveying party(ies):

Essex Technology, Inc.

12-20-02

Essex Group, Inc.

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

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

2. Name and address of receiving party(ies)

Name: IP Licensing LLC

Internal
Address: c/o Delaware Trust Capital Management

Street Address: 300 Delaware Avenue; 9th Floor

City: Wilmington State: DE Zip: 19801

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

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

OFFICE OF PUBLIC RECORDS
2002 DEC 20 AM 10:52
FINANCE SECTION

3. Nature of conveyance:

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

Execution Date: December 11, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule

Additional number(s) attached Yes No

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

Name: Jenifer deWolf Paine, Esq.

Internal Address:

Proskauer Rose LLP

Street Address:

1585 Broadway

City: New York State: NY Zip: 10036-8299

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41): \$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-2500

(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.

Jenifer deWolf Paine

Name of Person Signing

Signature

December 18, 2002

Date

6

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

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

01/17/2003 LNUELLER 00000223 162500 961503

01 FC:8521 40.00 CH
02 FC:8522 225.00 CH

TRADEMARK
REEL: 002652 FRAME: 0118

EXHIBIT A

MARK	JURISDICTION	REGISTRATION OR APPLICATION NUMBER
ESSEX	US	961,503
ESSEX	US	959,657
ESSEX	US	954,253
ESSEX	US	954,283
ESSEX	US	1,411,176
ESSEX	US	1,644,159
ESSEX	US	618,128
ESSEX	US	965,834
ESSEX	US	536,430
ESSEX	US	966,421
ESSEX	ARGENTINA	1,176,315
ESSEX	BRAZIL	006923038
ESSEX	CANADA	193,620
ESSEX	CHINA	504,592
ESSEX	European Union CTM	960,252
ESSEX	FRANCE	1,331,108
ESSEX	FRANCE	99,768,002
ESSEX	HONG KONG	13643/2001
ESSEX	INDIA	App. No.681,748
ESSEX	INDIA	App. No. 821,167
ESSEX	ITALY	488,366
ESSEX	ITALY	356,324
ESSEX	JAPAN	4,557,443
ESSEX	MEXICO	496,193
ESSEX	MEXICO	496,194
ESSEX	SINGAPORE	App. No. 9867/98
ESSEX	SOUTH KOREA	462,396
ESSEX	SPAIN	1,127,541
ESSEX	TAIWAN	885,153
ESSEX	VENEZUELA	S.N.12416
ESSEX	CHINA	504,591

WORLDWIDE TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 11, 2002 ("Effective Date") by and among Essex Technology, Inc., a Delaware corporation located at 1601 Wall Street, P.O. Box 1601, Fort Wayne, IN 46801, and Essex Group, Inc., a Michigan corporation located at 1601 Wall Street, P.O. Box 1601, Fort Wayne, IN 46801 (collectively, "Assignors") and IP Licensing LLC, a Delaware limited liability company located at c/o Delaware Trust Capital Management, 300 Delaware Avenue, 9th Floor, Wilmington, DE 19801 ("Assignee").

WHEREAS, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, all of Assignors' right, title and interest in and to the ESSEX trademark including, but not limited to, the registrations and pending applications set forth on Exhibit A, together with the goodwill of the business appurtenant thereto (collectively, the "Mark");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer, convey and set over to Assignee and its successors, assigns and nominees absolutely and forever, Assignors' entire right, title and interest worldwide in and to the Mark.

1. Assignors hereby authorize Assignee to request the Trademark Office, or analogous entity or agency, in each applicable country or jurisdiction, to record Assignee as the assignee and owner of the Mark.

2. To the extent that the assignment of the Mark contemplated by this Assignment is not effective in any jurisdiction for whatever reason, this Assignment shall not operate as such with respect to the Mark in such jurisdiction. In any such event, Assignors shall use commercially reasonable efforts to grant to the Assignee rights as close as possible to ownership of the Mark in such jurisdiction.

3. This Assignment is effective as of the Effective Date. Assignors shall, without further consideration, comply with any reasonable request by Assignee to execute and deliver promptly any additional documents as may be reasonably necessary in order to render effective the consummation of the transactions contemplated hereby and the recordal of Assignee as the assignee and owner of the Marks in each applicable jurisdiction.

4. Subject to any applicable legislation in any applicable country or jurisdiction with respect to the association of trademarks, the parties agree that the assignment of the Mark in each jurisdiction on Exhibit A shall be construed as separable and divisible from the assignment of the Mark in every other jurisdiction. The unenforceability or invalidity of this Assignment with respect to the Mark in any one jurisdiction shall not limit its enforceability or validity, in whole or in part, with respect to the Mark in any other jurisdiction.

5. This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by one party and received by the other parties.

[Signature page follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ESSEX TECHNOLOGY, INC.

By: Stephen C. Knup
Name: Stephen C. Knup
Title: Authorized Signatory

ESSEX GROUP, INC.

By: Stephen C. Knup
Name: Stephen C. Knup
Title: President

IP LICENSING LLC

By: Stephen C. Knup
Name: Stephen C. Knup
Title: Authorized Signatory

STATE OF New York)
) SS.
COUNTY OF New York

On this 11th day of December 2002, there
appeared before me Stephen C. Knup, personally known to me,
who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act
and deed on behalf and with full authority of Essex Technology, Inc.

Sheila M. Kaupas
Notary Public

SHEILA M. KAUPAS
Notary Public, State of New York
No. 31-015064483
Qualified in New York County
Commission Expires Aug. 19, 2006

STATE OF New York)
) SS.
COUNTY OF New York

On this 11th day of December 2002, there
appeared before me Stephen C. Knup, personally known to me,
who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act
and deed on behalf and with full authority of Essex Group, Inc.

Sheila M. Kaupas
Notary Public

SHEILA M. KAUPAS
Notary Public, State of New York
No. 31-015064483
Qualified in New York County
Commission Expires Aug. 19, 2006

STATE OF New York)
) SS.
COUNTY OF New York

On this 11th day of December 2002, there
appeared before me Stewart Wahrsager, personally known to me,
who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act
and deed on behalf and with full authority of IP Licensing LLC.

Sheila M. Kaupas
Notary Public

SHEILA M. KAUPAS
Notary Public, State of New York
No. 31-015064483
Qualified in New York County
Commission Expires Aug. 19, 2006