

02-04-2003



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

RE

102355266

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): Alpine Holdco, Inc. 1-8-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Essex Electric Inc.
Internal Address:
Street Address: 1710 Wall Street
City: Fort Wayne State: IN Zip: 46802
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
(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: 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

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

Jenifer Pa.
Signature

January 6, 2003
Date

02/04/2003 DBYRNE 00000006 162500 961503 Total number of pages including cover sheet, attachments, and document: 14

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

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

TRADEMARK
REEL: 002663 FRAME: 0283

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	OO6923038
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

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated December 11, 2002, by and between Alpine Holdco Inc., a Delaware corporation ("Assignor") and a newly-formed, wholly-owned corporate subsidiary of The Alpine Group, Inc., and Essex Electric Inc., a Delaware corporation ("Assignee") and a newly-formed, wholly-owned corporate subsidiary of Assignor.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, dated October 31, 2002 (the "Purchase Agreement"), by and among Superior TeleCom Inc., Superior Telecommunications Inc., Essex International Inc., Essex Group, Inc., The Alpine Group, Inc. and Assignor, Assignor has entered into that certain Trademark License Agreement, dated the date hereof, by and between Assignor and IP Licensing LLC, attached hereto as Exhibit A (the "Trademark License Agreement");

WHEREAS, in accordance with the Purchase Agreement and the Trademark License Agreement, Assignor desires to assign to Assignee its rights under the Trademark License Agreement and Assignee desires to assume Assignor's obligations thereunder.

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

1. Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title and interest in, to and under the Trademark License Agreement.
2. Assignee hereby accepts such assignment and transfer, and assumes all obligations under the Trademark License Agreement.
3. This agreement may not be modified, amended or supplemented, except pursuant to a written instrument signed by the parties hereto.
4. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
5. This agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to conflict of laws principles.

IN WITNESS WHEREOF, a duly authorized officer of each of the parties hereto has duly executed and delivered this agreement on the date and year first written above.

ASSIGNOR:

ALPINE HOLDCO INC.

By: Stewart H. Wahrsager
Name: Stewart H. Wahrsager
Title: Secretary

ASSIGNEE:

ESSEX ELECTRIC INC.

By: Stewart H. Wahrsager
Name: Stewart H. Wahrsager
Title: Secretary

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (this "Agreement") dated as of December 11, 2002 (the "Effective Date") by and among IP Licensing LLC, a Delaware limited liability company ("Licensor") on the one hand, and Alpine Holdco, Inc., a Delaware corporation ("Licensee"), on the other hand.

WHEREAS, certain affiliates of Licensor, Licensee and certain other parties have entered into that certain Purchase Agreement dated October 31, 2002 (as amended from time to time, the "Purchase Agreement");

WHEREAS, Licensor is the owner in the United States and certain other countries of the mark ESSEX and all goodwill associated therewith, including the registrations and applications therefor identified on Exhibit A (collectively, the "Mark");

WHEREAS, Licensee desires to obtain the right to use the Mark in connection with its operation of the Business, and Licensor desires to grant Licensee such right, all on the terms and conditions set forth in this Agreement; and

WHEREAS, capitalized terms used and not defined herein shall have the meaning set forth in the Purchase Agreement.

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

1. Grant of License.

(a) Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee for itself and its current and future Subsidiaries a non-exclusive, fully paid-up, royalty-free, perpetual (subject to the terms of Section 5 below), worldwide right and license to use and reproduce the Mark solely in connection with the operation, promotion, marketing and advertising of the Business (but specifically excluding the right to sublicense any rights hereunder), except as set forth in the Supply and Transitional Services Agreement, provided that Licensee shall, in connection with all uses of the Mark, also display the word "electric" or "electrical" or a variation thereof in reasonably close proximity to the Mark, and provided further that the Licensee may not use the Mark in connection with the term SUPERIOR, or any term confusingly similar thereto as determined in Licensor's sole discretion.

2. Quality Control

(a) Licensee shall (i) maintain the current standards of Licensor with respect to use of the Mark on all goods produced in connection with the Business and all services associated therewith, and in all advertising and promotional

materials related thereto, (ii) exercise best efforts to safeguard the established goodwill symbolized by the Mark, and (iii) materially comply with all federal, state and local laws and regulations governing the use of the Mark and operation of the Business under or in connection with the Mark.

(b) For so long as the Business is operated by Licensee or any of its Subsidiaries, Licensee shall maintain in its records samples of the materials bearing the Mark. Upon written request, Licensee shall provide Licensor with access to the samples during regular business hours.

(c) For the avoidance of doubt, Licensee acknowledges that its affiliates, other than its subsidiaries, have not been granted any rights under this Agreement.

(d) Licensee shall not make any use of the Mark that is unauthorized under this Agreement.

3. Ownership.

(a) Licensee acknowledges that Licensor is the owner of all right, title and interest in and to the Mark and the goodwill associated therewith. Licensee shall not at any time knowingly do or permit to be done by any Person under its control any act or thing which will in any way adversely affect the rights of Licensor in and to the Mark, or any registrations therefor, or which may reduce the value of the Mark or detract from Licensor's or Licensee's respective reputations.

(b) At Licensor's request, Licensee shall execute any documents required by Licensor to confirm Licensor's ownership of all rights in and to the Mark and the respective rights of Licensor and Licensee pursuant to this Agreement. Licensee shall cooperate with Licensor's requests in connection with the filing, maintenance, preservation and renewal of all applications and registrations for the Mark.

(c) Licensee shall not challenge Licensor's ownership of or the validity of the Mark or any application for registration thereof, or any rights of Licensor therein. Licensee shall not file or prosecute a trademark application or other application to register the Mark, a mark containing the Mark or a mark confusingly similar to the Mark, as all use of the Mark shall inure to the benefit of Licensor.

4. Infringement Proceedings.

(a) In the event that Licensee learns of or reasonably suspects any infringement or imitation of the Mark, Licensee shall promptly notify Licensor thereof.

(b) Upon learning of any such potential infringement, Licensor may take such action as it deems necessary for the protection of its rights in and to the Mark, including the institution of federal or state proceedings with selection of Licensor's own counsel and control over the action, including the right to settle. In the event that

Licensor takes such action, Licensee shall cooperate with Licensor, at Licensor's expense, in prosecuting all acts or conduct that Licensor may reasonably deem necessary to protect Licensor's rights in the Mark.

(c) In the event that Licensor elects not to exercise its rights to prosecute an infringement or imitation of the Mark within twenty (20) days of receipt of Licensee's notice, Licensee has the right (but not the obligation), at its own expense and upon prior written notice to Licensor, to take such action as it deems necessary for the protection of its and Licensor's rights in and to the Mark, including the institution of federal or state proceedings with the selection of Licensee's own counsel and control over the action, including the right to settle, subject to Licensor's approval, which shall not be unreasonably withheld. In the event Licensee takes such action, Licensor shall cooperate with Licensee, at Licensee's expense, in prosecuting all acts or conduct that Licensee and Licensor may in consultation reasonably deem necessary to protect Licensee's and Licensor's rights in the Mark.

(d) Nothing in this Agreement shall be construed to prevent Licensee and Licensor from agreeing to take action jointly against any unauthorized third party use.

(e) The party that takes action against an unauthorized third party use (unless the action is taken jointly) shall receive and retain any and all funds recovered in such an action, including without limitation, the settlement thereof. If the action is taken jointly, the parties will share the expenses equally and, after payment of expenses, the parties shall share equally any and all funds recovered in such an action, including, without limitation, the settlement thereof.

5. Term and Termination. This Agreement shall come into full force and effect on the Effective Date and shall remain in full force and effect for as long as Licensee (or its Subsidiaries) operates the Business (the "Term"). Notwithstanding the foregoing, the Licensor may terminate this Agreement at any time in the event that the Licensee is in material default or breach of any material provision of this Agreement, and such default or breach continues uncured for a period of thirty (30) days after written notice thereof.

6. Licensor's Bankruptcy.

(a) Licensor and Licensee agree that this Agreement is intended to survive and be enforceable against each party after and notwithstanding any bankruptcy, insolvency or other demise of either party. Licensor acknowledges and agrees that Licensee has and will continue to rely on its ability to continue to use the Mark pursuant to the terms of this Agreement, that the grant of the license to the Mark under this Agreement is intended to be perpetual and not subject to avoidance or rejection of any kind. All rights and licenses granted pursuant to this Agreement, are, and will otherwise be deemed to be, licenses of rights to intellectual property subject to 11 U.S.C. §365(n). The parties agree that, Licensee shall be entitled to all applicable rights,

remedies and elections under 11 U.S.C. §101 et. seq. (the "Bankruptcy Code") including 11 U.S.C. §365.

(b) In the event that, notwithstanding paragraph 6(a), this Agreement is rejected by Licensor, and Licensee makes an election under 11 U.S.C. §365(n)(1) Licensor will not interfere with the rights of Licensee as provided in this Agreement. Licensor further acknowledges that if, notwithstanding paragraph 6(a), Licensor takes any action (whether under Section 365 of the Bankruptcy Code or otherwise) that rejects or otherwise voids this Agreement for reasons other than breach by Licensee, Licensee may suffer substantial damages. Upon Licensee's proof of such damages, Licensor will be liable to Licensee and obligated to pay all claims arising out of and in connection with such rejection or avoidance, including without limitation, claims for damages solely in connection therewith, and for all fees, costs and expenses incurred by Licensee (including without limitation costs and reasonable attorney's fees) solely in connection therewith.

(c) The parties agree that applicable law does not excuse Licensor from accepting performance by, or rendering performance under this Agreement and all rights and licenses granted hereunder to by a person or entity other than Licensee. The parties recognize and acknowledge that a material breach by the Licensor of this Agreement will cause irreparable and material loss and damage to the Licensee, the amount of which cannot be readily determined and for which it will not have an adequate remedy at law or in damages. Accordingly, in addition to any remedy the Licensee may have in damages by an action at law, it shall have right to have the provisions of this Agreement specifically enforced against Licensor, including following the commencement of a voluntary or involuntary case under Title 11 of the United States Code by or against Licensor.

7. Warranties and Indemnification.

(a) Licensor and Licensee each warrants and represents that it is authorized to enter into and perform this Agreement.

(b) Licensor shall indemnify and hold harmless Licensee, its successors and assigns, and all of their respective directors, officers, employees, shareholders, principals, agents and legal representatives, from and against any and all damages, losses, claims, liabilities, costs and expenses (including, without limitation, legal fees and other expenses) that arise out of or relate to any breach of this Agreement by Licensor.

(c) Licensee shall indemnify and hold harmless Licensor, its successors and assigns, and all of their respective directors, officers, employees, shareholders, principals, agents and legal representatives, from and against any and all damages, losses, claims, liabilities, costs and expenses (including, without limitation, legal fees and other expenses) that arise out of or relate to any breach of this Agreement by Licensee.

8. No Joint Venture/No Third Party Beneficiaries. Licensor and Licensee, in the performance of their respective obligations hereunder, shall act at all times as independent contractors, and neither party shall have or exercise control over the other party, its agents, servants or employees in the performance of such other party's obligations under this Agreement. Except as provided in Section 15, this Agreement is entered into solely between the parties hereto and is not intended by the parties to confer upon any other person or entity any right or claim by reason of this Agreement.

9. Notices. All notices shall be in writing delivered as follows:

(a) If to Licensor, to: c/o Superior TeleCom Inc.
One Meadowlands Plaza, Suite 200
East Rutherford, NJ 07073
Attention: President
Facsimile: (201) 549-4428

With a copy to

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178
Attn: Howard L. Schechter, Esq.
Fax: 212.309.6001

(b) If to Licensee, to: c/o The Alpine Group, Inc.
One Meadowlands Plaza, Suite 200
East Rutherford, NJ 07073
Attention: Chairman
Facsimile: (201) 549-4428

With a copy to:

Proskauer Rose, LLP
1585 Broadway
New York, NY 10036
Attn: Ronald Papa, Esq.
Fax: 212.969.2900

or to such other address as may have been designated in a prior notice. Notices may be sent by (a) overnight courier, (b) confirmed facsimile transmission or (c) registered or certified mail, postage prepaid, return receipt requested; and shall be deemed to have been given (a) in the case of overnight courier, the next business day after the date sent, (b) in the case of facsimile transmission, on the date of confirmation of such transmission, and (c) in the case of mailing, three business days after being mailed.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, representatives, and permitted assigns.

11. Waiver. No failure by any party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by such party preclude any other or future exercise of that right or any other right hereunder by that party.

12. No Election of Remedies. No provision of, or any rights granted or remedies available under, this Agreement or any other agreements shall limit the availability of any other right or remedy for the breach or violation of any of the provisions contained in this Agreement or any such other agreements or documents.

13. Assignment. The rights and obligations of each party under this Agreement shall not be assignable by such party without the prior written consent of the other party and any assignment attempted without that consent will be void and of no effect, except that either party may assign without consent its rights under this Agreement to a successor in connection with a merger, consolidation, spin off or sale of all or substantially all of its assets or that portion of its business pertaining to the subject matter of this Agreement; provided, however, that if such a successor of Licensee is a Person that is engaged anywhere in the world in any business of the type conducted as of the date hereof by Superior TeleCom Inc. (after giving effect to the transactions contemplated by the Purchase Agreement), such assignment shall require Licensor's prior written consent, such consent not to be unreasonably withheld; provided, further, that if such a successor of Licensor is a Person that is engaged anywhere in the world in any business of the type conducted as of the date hereof by the Licensee (after giving effect to the transactions contemplated by the Purchase Agreement), such assignment shall require Licensee's prior written consent, such consent not to be unreasonably withheld. Nothing herein shall prohibit Licensee from pledging or granting a security interest in this Agreement or its rights hereunder, and such pledge or grant shall not constitute an assignment hereunder. In the event the holder of such security interest (the "Secured Lender") enforces such security interest, the Secured Lender may assign, without the consent of Licensor, the rights of Licensee under this Agreement to a Person who is a successor to the Business in connection with a merger, consolidation, spin off or sale of all or substantially all of Licensee's assets or that portion of Licensee's business pertaining to the subject matter of this Agreement; provided, however, that if such successor is a Person that is engaged anywhere in the world in any business of the type conducted as of the date hereof by Superior Telecom, Inc. (after giving effect to the transactions contemplated by the Purchase Agreement), such assignment shall require Licensor's prior written consent, such consent not to be unreasonably withheld. The acquisition of more than 50% of the outstanding capital stock of a party shall be deemed to be an assignment for purposes of this Section 13. Any permitted successor or assignee shall be deemed a Licensee with all rights and obligations hereunder. No assignment by either party hereto, and no subsequent assignment by any assignee, shall relieve the assignor of its obligations hereunder. Licensor expressly acknowledges that Licensee

may assign its rights in this Agreement to Essex Electric, Inc. immediately following the Closing pursuant to the terms of the Purchase Agreement.

14. Right of Secured Lender to Sell. Notwithstanding any contrary terms or provisions of this Agreement (and regardless of whether this Agreement has been terminated), Licensor acknowledges and agrees that the Secured Lender shall be entitled to sell or cause to be sold, in accordance with the terms of the agreement governing the debt owing to such Secured Lender, any finished inventory of Licensee (other than inventory produced after the termination of this Agreement, if applicable) bearing or incorporating the Mark on a royalty-free basis without the need for consent by Licensor.

15. Third-Party Beneficiary. Each party hereto acknowledges that Foothill Capital Corporation, individually and as administrative agent ("Agent"), intends to provide financing to Licensee and affiliates thereof in reliance upon the terms and provisions of this Agreement. Consequently, the parties hereto agree that Agent and each other Secured Lender shall be an express third-party beneficiary hereof, entitled to enforce, in its own name as if it were a party hereto, (i) the terms of Section 13 hereof but only in respect of the rights of the Secured Lender as expressly set forth in the third sentence of Section 13 hereof and (ii) the terms of Section 14 hereof. No amendment, waiver or modification of any term of Sections 13, 14 and 15 hereof shall be effective without the prior written consent of Agent or the Secured Lender.

16. Entire Agreement; Amendment; Etc. This Agreement, together with the other agreements referenced herein, embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, except as specifically referenced herein. This Agreement may be amended or modified only by written instrument signed by both parties hereto. This Agreement supersedes and terminates all prior discussions, negotiations, understandings, arrangements and agreements between the parties relating to the subject matter hereof. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their collective mutual intent, and no rule of strict construction shall be applied against any Person. Captions and section headings used herein are for convenience only, are not a part of this Agreement and shall not be used in construing it. The term "including" as used herein shall be by way of example, and shall not be deemed to constitute a limitation of any term or provision contained herein. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form.

17. Governing Law. This Agreement shall be governed by and construed under Delaware law, without regard to conflict of laws principles.

18. Survival. Sections 7, 12, 14, 15 and 17 shall survive the termination of this Agreement.

19. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed to be an original

and all of which together shall constitute one and the same instrument. For all purposes hereunder, facsimile signatures shall be deemed to be originals and such facsimile signatures shall be given the same effect as would original signatures.

20. Acknowledgement. The rights granted by Licensor under this Agreement are granted in consideration of the payment by Licensee of a portion of the purchase price payable under the Purchase Agreement.

5739/10770-036 NYWORD/96777 v7

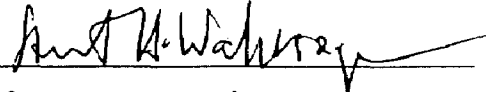
8

5739/10770-036 NYWORD/96777 v7

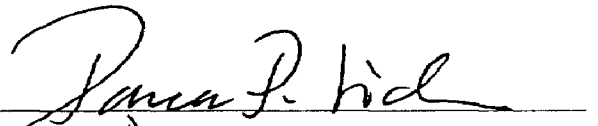
9

IN WITNESS WHEREOF, a duly authorized officer of each of the parties has duly signed this Agreement as of the day and year first written above.

IP LICENSING LLC

By: 
Name: Stewart H. Wahrsager
Title: Secretary

ALPINE HOLDCO, INC.

By: 
Name: Dana Sidor
Title: Vice President

PROSKAUER ROSE LLP

1585 Broadway
New York, NY 10036-8299
Telephone 212.969.3000
Fax 212.969.2900

LOS ANGELES
WASHINGTON
BOCA RATON
NEWARK
PARIS

Stephen R. Dwyer
Trademark Administrator

Direct Dial 212.969.4441
sdwyer@proskauer.com

January 6, 2003

BOX ASSIGNMENTS - FEE

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

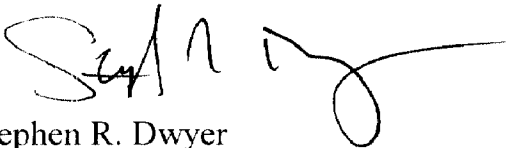
Re: Assignor: Alpine Holdco, Inc.
Assignee: Essex Electric Inc.
Our File No.: 10770-036

To Whom It May Concern:

Enclosed please find a Trademark Recordation Form Cover Sheet and Trademark Assignment in connection with ten trademark registrations. We also include a self-addressed stamped postcard, which we ask that you return to us to confirm your receipt of this submission.

Please charge all required fees to existing USPTO deposit account # 16-2500, referencing our file number 10770-036. A duplicate copy of the recordation cover sheet is enclosed for your convenience.

Respectfully submitted,



Stephen R. Dwyer

Enclosures

CERTIFICATE OF MAILING BY "EXPRESS MAIL"
"EXPRESS MAIL"

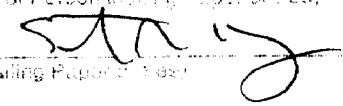
MAILING LABEL NUMBER EL 34600425905

DATE OF DEPOSIT JANUARY 6, 2003

I HEREBY CERTIFY THAT THIS PAPER OR FEE IS BEING DEPOSITED WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE FOR THE DEPOSITED DATE INDICATED ABOVE AND FOR THE DEPOSITED DATE OF DEPOSIT OF PATENTS AND TRADEMARKS IN WASHINGTON, VA 22202

STEPHEN R. DWYER

(Type or Print Name of Person mailing Paper or Fee)



(Signature of Person mailing Paper or Fee)

EXHIBIT A

RECORDED: 01/08/2003

**TRADEMARK
REEL: 002663 FRAME: 0297**