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04-15-2003



Docket No. 10746.0071

TRADEMARK

102419970

COVER SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- Submission options: New (checked), Resubmission, Correction of PTO Error, Corrective Document. Includes handwritten date 4.10.03 and document ID fields.

Conveyance Type

- Conveyance options: Assignment (checked), License, Security Agreement, Nunc Pro Tunc Assignment, Merger, Change of Name, Other.

Conveying Party

Mark if additional names of conveying parties attached

Execution Date: Month Day Year (July 23 2002)

Name: Aerovox Incorporated

Formerly:

- Entity type options: Individual, General Partnership, Limited Partnership, Corporation (checked), Association, Other. Citizenship: Delaware.

Receiving Party

Mark if additional names of receiving parties attached

Name: Parallax Power Components, LLC

D/B/A/AKA/TA:

Composed of:

Address (line 1): 122 East 42nd Street

Address (line 2): Suite 1115

Address (line 3): New York, NY 10168

- Entity type options: Individual, General Partnership, Limited Partnership, Corporation, Association, Other (checked: Limited Liability Company), Citizenship: Delaware. Includes note about non-domiciled parties.

FOR OFFICE USE ONLY

04/14/2003 TD1RZ1 00000136 191565 926746
01 FC:0521 40.00 CH
02 FC:0522 275.00 CH

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK REEL: 002711 FRAME: 0421

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number

202-663-8000

Name Caroline C. Smith

Address (line 1) 2300 N Street, NW

Address (line 2) Washington, D.C. 20037-1128

Address (line 3) _____

Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 6

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

_____	_____	_____	<u>926,746</u>	<u>1,049,455</u>	<u>1,455,091</u>
_____	_____	_____	<u>1,988,810</u>	<u>1,328,219</u>	<u>1,476,645</u>
_____	_____	_____	<u>1,044,742</u>	<u>1,392,836</u>	<u>1,477,479</u>

Number of Properties Enter the total number of properties involved. # 12

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 315

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 19-1565

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Caroline C. Smith

Name of Person Signing

Caroline C. Smith

Signature

April 10, 2003

Date Signed

**SHAW PITTMAN
TRADEMARK RECORDATION FORM COVER SHEET CONTINUATION**

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year
July 23 2002

Name Aerovox Incorporated

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
 Other _____
 Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name Parallax Power Components, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 122 East 42nd Street

Address (line 2) Suite 1115

Address (line 3) New York

City

New York

State/Country

10168

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
 Corporation Association
 Other Limited Liability Company
 Citizenship/State of Incorporation/Organization Delaware

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,477,480
1,478,419
2,022,578

SCHEDULE A

Country	Regis. No.	Mark	Goods/Service and/or Class	Issued
USA	0926,746	BLUE MIKE	Electrical capacitors, IC 9	1/11/72
USA	1,988,810	AEROFILM	Electrical capacitors, IC 9	7/23/96
USA	1,044,742	AEROMET	Electrical capacitors, IC 9	7/27/76
USA	1,049,455	AEROVOX	Electrical capacitors, IC 9	10/5/76
USA	1,328,219	AEROFILTER	Electrical capacitors, IC 9	4/2/85
USA	1,392,836	SUPERNOL	Chemicals, namely, impregnating fluids for use with capacitors, IC 1	5/13/86
USA	1,455,091	SUPERMET	Electrical capacitors, IC 9	9/1/87
USA	1,476,645	AEROVAR	Electrical capacitors, IC 9	2/16/88
USA	1,477,479	AEROMATIC	Electrical capacitor power factor conversion units, IC 9	2/23/88
USA	1,477,480	AEROSTOR	Electrical capacitors, IC 9	2/23/88
USA	1,478,419	AEROFOIL	Electrical capacitors, IC 9	3/1/88
USA	2,022,578	AEROMAX	Electrical capacitors, IC 9	12/10/96
Australia	A44955	AEROVOX	IC 9	2/20/96
Benelux	83861	AEROVOX	IC 9	App. Date. 12/1/71
Brazil	003479064	AEROVOX	IC 9	4/6/77
Brazil	817663738	AERO M	IC 9	10/3/95
Canada	365556	AEROFILTER	N/A	2/16/90
Canada	357931	AEROFOIL	N/A	6/30/89
Canada	362713	AEROKRAFT	N/A	11/10/89
Canada	362083	AEROMATIC	N/A	11/03/89
Canada	373016	AEROMET	N/A	9/7/90
Canada	362611	AEROPAK	N/A	11/03/89
Canada	365555	AEROSTOR	N/A	2/16/90
Canada	357932	AEROVAR	N/A	6/30/89
Canada	363561	AEROVOX M	N/A	11/17/89
Canada	361115	AEROVOX	N/A	10/27/89

Canada	445583	AERO M	N/A	7/28/95
Colombia	120537	AEROVOX	IC 9	8/31/92
Denmark	VR 1990 07696	AEROVOX	IC 9	11/30/90
France	1,402,285	AEROVOX	IC 9	4/7/87
Germany	614,656	AEROVOX	IC 9	6/21/80
Hong Kong	1823/1990	AEROVOX	IC 9	11/9/95
India	388761	AEROVOX	IC 9	4/14/96
Israel	65917	AEROVOX	IC 9	5/14/92
Italy	753876	AEROVOX	IC 9	7/22/66
Japan	2178020	AEROVOX	Jap 11	10/31/89
Korea	157,270	AEROVOX	Kor 39	7/21/88
Mexico	354537	AEROVOX	IC 9	10/27/88
Mexico	453162	AERO M	IC 9	2/25/94
Mexico	475564	ACCU-VAR	IC 9	9/29/94
Mexico	505285	AEROMAX	IC 9	9/26/95
Philippines	47633	AEROVOX	IC 9	3/22/90
Singapore	1328/87	AEROVOX	IC 9	3/25/87
Spain	64,810	AEROVOX	IC 9	12/6/27
Sweden	227 269	AEROVOX	IC 9	10/25/91
Taiwan	272647	AEROVOX	Tai 95	02/01/85
U.K.	1,304,195	AEROVOX	IC 9	4/29/94
Venezuela	13,636	AEROVOX	IC 9	7/8/42

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 26th day of July, 2002 (the "Effective Date"), by Aerovox Incorporated, a Delaware corporation, with a principal office at 167 John Vertente Blvd, New Bedford, MA 02745-1221, as debtor-in-possession (the "Assignor").

WHEREAS, Assignor is operating as a debtor-in-possession under Chapter 11 of the United States Bankruptcy Code, as amended, in Case No. 01-14680-JNF pending in the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court");

WHEREAS, pursuant to an Amended and Restated Asset Purchase Agreement dated as of April 18, 2002 (the "Asset Purchase Agreement"), Assignor, as debtor-in-possession, is transferring certain of its assets (the "Acquired Assets," as defined in the Asset Purchase Agreement) to Parallax Power Components, a Delaware limited liability company with a principal office at 122 East 42nd Street, Suite 1115, New York, New York 10168 (the "Assignee");

WHEREAS, the Acquired Assets, including those United States and foreign trademark properties identified and set forth on Schedule A and any common law trademark rights of Assignor used solely in connection with the Business and not Excluded Assets under the Asset Purchase Agreement (the "Trademarks"), will be sold pursuant to the terms of an order of the Bankruptcy Court approving and authorizing such sale under Section 363 of the Bankruptcy Code;

WHEREAS, Assignor adopted, used and is using the Trademarks listed on Schedule A hereto and to its knowledge it is the record owner of the United States and foreign registrations of said Trademarks listed on Schedule A;

WHEREAS, Assignor is transferring its right, title and interest in and to the Trademarks free and clear of any liens and encumbrances as set forth in the Sale Approval Order (as defined in the Asset Purchase Agreement), that subject to the Sale Approval Order it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the said Trademarks, together with the goodwill symbolized thereby and the United States and foreign registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby:

A. Sell, assign, transfer and set over to Assignee, the entire worldwide right, title and interest in and to the Trademarks, for the United States and for all foreign countries, the goodwill symbolized thereby, and the United States and foreign registrations thereof;

B. Agree to execute any and all documents, agreements, affidavits or other documents or filings necessary to implement the transfer of all rights, title and interest in and to the Trademarks to Assignee as provided in this Assignment;

C. Assign, transfer and convey to Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including without limitation all rights of action at law and suits in equity to recover for infringement or unauthorized use of the Trademarks currently known to and/or being prosecuted by Assignor as of the date hereof or that may become known after the date of this Assignment, to the extent that such matters are not Excluded Assets under the Asset Purchase Agreement;

D. Covenant and agree that this Assignment and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor and that this Assignment and all of the terms hereof are binding on Assignor's successors, assigns, legal representatives or nominees.

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