

05-15-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings =>>> ▼ ▼ ▼

RE:



102449066

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): 5-12-03
Wesco Distribution, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 1, 1997

2. Name and address of receiving party(ies)
Name: Wesco Equity Corporation
Internal Address: _____
Street Address: 3065 Sheridan Street
City: Las Vegas State: NV Zip: 89102

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,763,436
(WESCO THE EXTRA EFFORT PEOPLE AND DESIGN)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed.
Name: George D. Dickos, Esquire
Internal Address: Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
Street Address: 535 Smithfield Street
City: Pittsburgh State: PA Zip: 15222

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

7. Total fee (37 CFR 3.41).....\$165.00
 Enclosed
 Authorized to be charged to deposit account if necessary

8. Deposit account number:
11-1110
(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.

George D. Dickos, Esq.
Name of Person Signing

George D. Dickos
Signature

May 12, 2003
Date

5/14/2003 ECDPER 00000088 1763436

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

1 FC:521 40.00 DP
2 FC:522 125.00 DP

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

PI-1005260 v1 0213460-0001

TRADEMARK
REEL: 002733 FRAME: 0466

Continuation of Item 4.

4. Application number(s) or registration number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
	1,690,151	WESCO BUYER'S GUIDE
	1,495,501	E EESCO
	1,487,215	EESCO E ENGLEWOOD and Design
	1,487,214	EESCO E UNITED and Design
	906,392	FA

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment"), effective as of October 1, 1997, by and between WESCO DISTRIBUTION, INC., a Delaware corporation, having a principal place of business at Commerce Court, Suite 700, Four Station Square, Pittsburgh, PA 15219 ("Assignor"), and Wesco Equity Corp., a Delaware corporation, having a principal place of business at 3065 Sheridan Street, Las Vegas, NV 89102 ("Assignee").

WHEREAS, subject to the terms hereof, Assignor desires to sell, transfer, convey, assign and deliver to Assignee, and Assignee desires to purchase, all of Assignor's right, title and interest in and to the trade names, trademarks or service marks listed on Schedule A, together with any and all registrations thereof and applications therefor in any jurisdiction throughout the world, as well as any and all common law rights pertaining thereto, including, but not limited to, the U.S. registrations and applications listed on Schedule B, and the foreign registrations and applications listed on Schedule C (collectively, the "Marks");

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee whatever right, title and interest Assignor may now have or has ever had in and to the Marks, and the goodwill of the business symbolized thereby, and all rights of priority therein in any country or jurisdiction as may now or hereafter be granted to it by law, treaty or other international convention, and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future

infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; in each case, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as, but only to the extent that, the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Consideration. Assignee does hereby transfer to Assignor, and Assignor does hereby acknowledge receipt of, 1,000 shares of common stock, par value \$.10 per share, of Assignee, which stock shall represent payment in full for the assignment of the Marks and other rights hereunder.

3. No Representations and Warranties. Notwithstanding anything to the contrary contained herein, Assignor makes no representation and warranty to the Assignee with respect to the Marks and the other rights assigned hereby.

4. Further Assurances. From time to time and without further consideration, Assignor shall, upon the request of Assignee, execute and deliver such instruments and documents as Assignee may request in order to sell, transfer, convey, assign and deliver to Assignee, or to record Assignee's interest in or title to, any of the Marks and the other rights assigned hereby.

5. Choice of Law. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, each of Assignor and Assignee
has caused this Assignment to be duly executed by an
authorized representative.

WESCO DISTRIBUTION, INC.

By R.M. Napolitan
Name: R.M. Napolitan
Title: Assistant Secretary

Wesco Equity Corp.

By G.A. Martindale
Name: G.A. Martindale
Title: President/Treasurer

Licensed Marks

Mark / Int'l Class	Registration No.	Registration Date
WESCO THE EXTRA EFFORT PEOPLE and design	1,763,436	4/06/93
WESCO BUYER'S GUIDE / 16	1,690,151	6/02/92
E EESCO stylized letters /42	1,495,501	7/05/88
EESCO E ENGLEWOOD and design / 42	1,487,215	5/03/88
EESCO E UNITED and design / 42	1,487,214	5/03/88
FA stylized letters / 35	906,392	1/19/71