

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodhead Industries, Inc.		09/04/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Lista International Corporation
Street Address:	106 Lowland Street
City:	Holliston
State/Country:	MASSACHUSETTS
Postal Code:	01746
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2671008	EDG
Registration Number:	1850226	ERGOMATION
Registration Number:	2308812	WORK WIZARD
Registration Number:	2303858	

CORRESPONDENCE DATA	
Fax Number:	(617)439-4170
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	trademarks@EdwardsAngell.com
Correspondent Name:	Edwards & Angell, LLP
Address Line 1:	101 Federal Street; P.O. Box 9169
Address Line 4:	Boston, MASSACHUSETTS 02209

ATTORNEY DOCKET NUMBER:	71065/0001
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NAME OF SUBMITTER:	George W. Neuner (Reg. No. 26,964)
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Total Attachments: 4
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**TRADEMARK
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TRADEMARK ASSIGNMENT
Woodhead Industries, Inc. to Lista International Corporation

WHEREAS, Woodhead Industries, Inc., a Delaware corporation, (the "Assignor"), owns all right, title, and interest in the trademark registrations listed on Schedule A attached hereto and all related common law rights, including the goodwill associated therewith (the "Trademarks") used in the business of Woodhead Industries, Inc.;

WHEREAS, Lista International Corporation, a Massachusetts corporation ("Assignee"), is acquiring certain of the assets of Assignor and Assignor's subsidiary, Aero-Motive Company, a Michigan corporation ("Aero-Motive") pursuant to the Asset Purchase Agreement dated as of August 28, 2003 by and among Assignor, Assignee and Aero-Motive (the "Asset Purchase Agreement"); and

WHEREAS, in connection with the Asset Purchase Agreement, Assignee is acquiring all rights throughout the world in and to the Trademarks, any applications and registrations therefor, and any common law rights associated therewith, together with the goodwill of the business with which the Trademark have been used and which is symbolized by the Trademark, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Asset Purchase Agreement, the sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks have been used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other acts reasonably deemed necessary by Assignee in order to vest all right, title, and interest in and to the Trademarks to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

SIGNATURES ON FOLLOWING PAGE

WOODHEAD INDUSTRIES, INC.

By: RTM

Name: Robert J. Tortorello

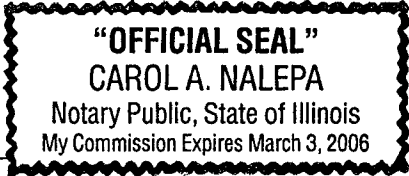
Title: Vice President

Dated as of September 12, 2003.

STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS

Subscribed and sworn to before me this 10th day of September 2003.

*
Notary Public, State of *ILLINOIS*
My Commission Expires: *3-3-2006*
Carol A. Nalepa



LISTA INTERNATIONAL CORPORATION

By: _____

Name: Don Brown

Title: President

Dated as of September 12, 2003.

STATE OF _____)
)
COUNTY OF _____) SS

Subscribed and sworn to before me this _____ day of September 2003.

*
Notary Public, State of
My Commission Expires:

WOODHEAD INDUSTRIES, INC.

By: _____

Name: _____

Title: _____

Dated as of September 12, 2003.

STATE OF _____)

)

SS

COUNTY OF _____)

)

Subscribed and sworn to before me this _____ day of September, 2003.

*

Notary Public, State of

My Commission Expires:

LISTA INTERNATIONAL CORPORATION

By:  _____

Name: Don Brown

Title: President

Dated as of September 12, 2003.

STATE OF Massachusetts)

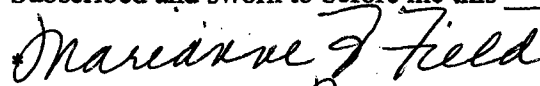
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SS

COUNTY OF Middlesex)

)

Subscribed and sworn to before me this 4th day of September, 2003.


Notary Public, State of Massachusetts

My Commission Expires: May 7, 2004

**SCHEDULE A
TRADEMARKS**

Trademark	Registration Number	Country
EDG	2,671,008	United States
ERGOMATION	1,850,226	United States
ERGOMATION	444,485	Canada
ERGOMATION	420,984 (Class 7)	Mexico
ERGOMATION	438,961 (Class 9)	Mexico
WIZARD (design)	2,303,858	United States
WORK WIZARD	2,308,812	United States

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