

07-14-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) 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.

<p>1. Name of conveying party(ies): Essex Group, Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Suflex Incorporated</u> Internal Address: _____ Street Address: <u>55 Main Street</u> City: <u>Newmarket</u> State: <u>NH</u> Zip: <u>03857</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State _____  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>October 1, 1999</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) <u>1,092,803; 1,083,505; 1,266,308; 1,057,610;</u> <u>1,330,873; 833,230; 1,111,787; 1,308,019;</u> <u>960,771; 965,445</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Mary E. Dicig</u> Internal Address: _____ <u>Schwartz, Cooper, Greenberger &amp; Krauss, Chtd.</u> Street Address: <u>180 N. LaSalle Street</u> <u>Suite 2700</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: ..... <b>10</b></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>265.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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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.*

Mary E. Dicig      Mary Dicig      July 8, 2003  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: **8**

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

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

TRADEMARK REEL: 002775 FRAME: 0964

### TRADEMARK ASSIGNMENT

Whereas, **Essex Group, Inc.**, a corporation of the State of Michigan ("ESSEX"), having its principal office and place of business at 1601 Wall Street, Fort Wayne, Indiana 46802, and **Essex Technology, Inc.**, a wholly owned subsidiary of ESSEX, a corporation of the State of Delaware, having its principal office and place of business at 300 Delaware Avenue, 9<sup>th</sup> Floor, Wilmington, Delaware 19801 ("TECHNOLOGY" together with ESSEX hereinafter "ASSIGNOR"), is owner of the entire right, title and interest in and to the trademarks listed on the attached Schedule; and any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the marks are used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof (collectively, the "TRADEMARK RIGHTS").

**Suflex Incorporated**, a corporation of the State of Delaware, (hereinafter "ASSIGNEE"), having its principal office and place of business at 55 Main Street, Newmarket, New Hampshire 03857 is desirous of acquiring all right, title and interest in, to and under said aforementioned TRADEMARK RIGHTS.

NOW, THEREFORE, in view of the payment of Ten Dollars and 00/100 (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASSIGNOR, ASSIGNOR DOES HEREBY assign and transfer to ASSIGNEE all right, title and interest in and to the TRADEMARK RIGHTS, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives; together with all claims by ASSIGNOR for damages by reason of past infringement of any of the TRADEMARK RIGHTS, with the

right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

ASSIGNOR agrees that it will, by its officers, employees, legal representatives or other persons duly authorized, communicate to ASSIGNEE or the representatives thereof any facts known to it respecting said TRADEMARK RIGHTS, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by ASSIGNEE or by counsel for ASSIGNEE, to vest in ASSIGNEE good, valid and marketable title to the TRADEMARK RIGHTS, and to otherwise assist or enable ASSIGNEE to obtain and enforce full benefits from the rights and interests herein assigned. ASSIGNOR additionally agrees to execute short form copies of this assignment or portions thereof regarding any or all of the aforementioned TRADEMARK RIGHTS, as required by ASSIGNEE in the future.

ASSIGNOR agrees to waive all rights and privileges to attack the validity of any or all of the aforesaid TRADEMARK RIGHTS, as against any one claiming a right under any or all of the aforementioned TRADEMARK RIGHTS under any purported assignment or grant by ASSIGNOR.

ASSIGNOR warrants that together they are the sole and exclusive owners of the TRADEMARK RIGHTS listed on the attached schedule, and that the TRADEMARK RIGHTS are free of all liens, security interests, claims or other encumbrances.

All of the warranties, representations and other agreements of ESSEX made in that certain Asset Purchase Agreement ("Agreement") dated as of September 28, 1999 between ESSEX and TAAD Industries Incorporated, which assigned its rights and obligations thereunder to ASSIGNEE pursuant to that certain Assignment and Assumption Agreement dated of even

date therewith, shall survive the delivery of this document to the extent provided in the Agreement.

IN WITNESS WHEREOF, each of ESSEX GROUP, INC. and ESSEX TECHNOLOGY, INC., has caused its name to be signed by its respective duly authorized representative and its corporate seal to be affixed hereto this 1st day of October, 1999.

ESSEX GROUP, INC.

ESSEX TECHNOLOGY, INC.,

By: Charles W. McGregor  
Name: Charles W. McGregor  
Title: President, OEM Group

By: Douglas L. Pett  
Name: Douglas L. Pett  
Title: President

ATTEST:  
Jerome T. Chalwick  
By: Jerome T. Chalwick  
Its: Assistant Secretary

ATTEST:  
Larry L. Puls  
By: Larry L. Puls  
Its: Treasurer

MAS1883

STATE OF Indiana )  
 ) SS.  
COUNTY OF Allen )

I HEREBY CERTIFY that on this 1st day of October, 1999, before me personally appeared Charles W. McGregor and Jerome T. Chalwick, President - OEM Group ~~and~~ Assistant Secretary respectively of ESSEX GROUP, INC., a corporation of the State of Michigan, to me known to be the same persons who signed the foregoing instrument as their free act and deed as such Pres., OEM Group and Assistant Sec'y. for the use and purpose therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Ft. Wayne, in the County of Allen and State of Indiana, the day and year last aforesaid.

(NOTARY SEAL)

Donna J. Vach  
Notary Public  
Donna J. Vach  
My Commission Expires: 11-2-99

STATE OF Indiana )  
 ) SS.  
COUNTY OF Allen )

I HEREBY CERTIFY that on this 1st day of October, 1999, before me personally appeared Douglas L. Pett and Larry L. Puls, President and Treasurer, respectively of ESSEX TECHNOLOGY, INC., a Delaware corporation, to me known to be the same persons who signed the foregoing instrument as their free act and deed as such President and Treasurer for the use and purpose therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Ft. Wayne, in the County of Allen and State of Indiana, the day and year last aforesaid.

(NOTARY SEAL)

*Donna J. Vach*

Notary Public  
Donna J. Vach

My Commission Expires: 11-2-99

## Trademark Schedule

<u>Trademark</u>	<u>Registration No.</u>	<u>Issue Date</u>
ACRYFLEX	1,092,803	June 6, 1978
ASTRA	1,083,505	January 24, 1978
ASTRAMELT	1,266,308	February 7, 1984
ASTRATITE	1,057,610	February 1, 1977
FLEXICONE	1,330,873	April 16, 1985
MACALLEN	833,230	August 8, 1967
SILVERFLEX	1,111,787	January 23, 1979
SUFLEX (Logo)	1,308,019	December 4, 1984
SUFLEX	960,771	June 12, 1973
VINYLGLAS	965,445	August 7, 1973