

09-12-2003

Docket No.:

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To the Director of the United States Patent and Trademark Office

original documents or copy thereof.

1. Name of conveying party(ies):

Belden Wire & Cable Company

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **September 3, 2003**

2. Name and address of receiving party(ies):

Name: **Belden Technologies, Inc.**

Internal Address:

Street Address: **7701 Forsyth Blvd., #800**

City: **St. Louis** State: **MO** ZIP: **63105**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,672,851

Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Thad N. Leach**

Internal Address: **Box IP Department**

Street Address: **500 North Broadway, Suite 2000**

City: **St. Louis** State: **MO** ZIP: **63102**

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

7. Total fee (37 CFR 3.41):.....\$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

09/09/2003 ECDOPER 00000072 2672851

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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.

Thad N. Leach

Name of Person Signing

Signature

September 4, 2003

Date

Total number of pages including cover sheet, attachments, and

6

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT AGREEMENT**

ASSIGNOR: Belden Wire & Cable Company
ASSIGNEE: Belden Technologies, Inc.
MARK: HOMECHOICE
REGISTRATION NO.: 2,672,851
REGISTRATION DATE: January 7, 2003

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of the 3rd day of September, 2003 (the "Effective Date") by and between **BELDEN WIRE & CABLE COMPANY**, a Delaware corporation ("Assignor"), in favor of **BELDEN TECHNOLOGIES, INC.**, a Delaware corporation ("Assignee").

RECITALS

A. Assignor is the sole owner of the entire right, title and interest in and to the trademark HOMECHOICE, Reg. No. 2,672,851, for "electrical cables for use with residential automatically controlled systems, apparatuses, or processes" in International Class 009, which was registered in the United States Patent and Trademark Office on January 7, 2003, (the "Mark"); and

B. Assignor desires to sell, transfer and assign to Assignee, and Assignee is desirous of acquiring from Assignor, any and all rights that Assignor has in and to the Mark and the registration therefor, together with the goodwill of the business with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringement thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor by its execution hereof, the parties agree as follows:

1. Assignment. Assignor hereby sells, transfers and assigns to Assignee and Assignee's successors and assigns, Assignor's entire right, title and interest in and to the Mark and the registration thereof, in all of its respective forms, together with all of the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits from past infringements thereof.

2. Further Assurances. Assignor covenants and agrees that it will, whenever so requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and provide evidence to support any of the foregoing in the event such evidence is in the possession or control of Assignor.

3. Right to File for Registration. Assignor hereby transfers, grants, conveys, and assigns to Assignee the sole and unencumbered right to file for and obtain worldwide registrations for

any or all of the Mark, in any or all of their respective forms, in any and all trademark and service mark categories as are applicable.

4. **Request to the Commissioner.** The Commissioner of Patents and Trademarks is hereby respectfully requested to record this Assignment in the United States Patent and Trademark Office and index same against the files of registration herein described.

5. **Counterparts.** This Assignment may be executed by the parties hereto on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

6. **Successors and Assigns.** All provisions of this Assignment are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective and successors and permitted assigns.

7. **Effective Date.** This Assignment and all of the terms and conditions herein are effective as of the Effective Date. The ongoing covenants of the parties as are set forth herein shall continue in effect until such time as this Assignment is terminated and/or amended by a written instrument signed by both parties hereto, or their respective permitted successors and assigns.

8. **Effect of Assignment.** Nothing in this Assignment may be construed to effect any other trademark or service mark assignment or related agreement that may be entered into by and between the parties.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

“ASSIGNOR”

BELDEN WIRE & CABLE COMPANY

By: Kevin Bloomfield
Name: Kevin Bloomfield
Title: Secretary

“ASSIGNEE”

BELDEN TECHNOLOGIES, INC.

By: Jeffrey Naeger
Name: Jeffrey Naeger
Title: Director Tax & Assistant Treasurer

STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

On this 3rd day of September, 2003 before me Linda M. Tate, a Notary Public in and for said state, personally appeared Kevin Bloomfield, Secretary of Belden Wire & Cable Company, known to me to be the person who executed the within Assignment in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

Linda M. Tate
Notary Public

My Commission expires: March 14, 2005



STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

On this 3rd day of September, 2003 before me Linda M. Tate, a Notary Public in and for said state, personally appeared Jeffrey Naeger, Director of Tax and Assistant Treasurer of Belden Technologies, Inc., known to me to be the person who executed the within Assignment in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

Linda M. Tate
Notary Public

My Commission expires: March 14, 2005

