

11-12-2003

Docket No.:

95/181-183

Tab settings

To the Director of the United States Patent and

102597749

and original documents or copy thereof.

1. Name of conveying party(ies):

Wyle Electronics

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State California  
☐ Other

Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Share Purchase Agreement

Execution Date: August 7, 2000

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

Name: Arrow Electronics, Inc.

Internal Address:

Street Address: 25 Hub Drive

City: Melville State: NY ZIP: 11747

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State New York

☐ 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 numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,129,270

2,125,992

2,125,993

Additional numbers attached? ☐ Yes ☒ No

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

Name: Arthur Freilich

Internal Address:

Street Address: 9045 Corbin Avenue, Suite 260

11/12/2003 DBYRNE 00000051 501232 2129270

01 FC:8521 40.00 DA  
02 FC:8522 50.00 DA

City: Northridge State: CA ZIP: 91324

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

3

7. Total fee (37 CFR 3.41):.....\$ 120.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

501232

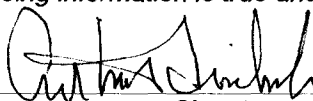
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9. Statement and signature.

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.

Arthur Freilich

Name of Person Signing



Signature

November 6, 2003

Date

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

31

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TRADEMARK

REEL: 002860 FRAME: 0869

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

WYLE LABORATORIES QUALITY APPROVED COMPETITIVE TESTED (design)

Registration: 2,129,270 :  
 Registered: 01/13/1998 :  
 Application: 74/680,448 :  
 Filed: 05/26/1995 :

WYLE LABS (design)

Registration: 2,125,992 :  
 Registered: 12/30/1997 :  
 Application: 74/680,447 :  
 Filed: 05/26/1995 :

NRTL WYLE LABS (design)

Registration: 2,125,993 :  
 Registered: 12/30/1997 :  
 Application: 74/680,450 :  
 Filed: 05/26/1995 :

DECLARATION OF OWNERSHIP

I, Wayne Brody, Vice President of Arrow Electronics, Inc., a New York corporation, hereby attests that as a consequence of a Share Purchase Agreement dated August 7, 2000, Arrow Electronics, Inc. has acquired, and currently owns, the business and assets formerly owned by Wyle Electronics, a California corporation including title to U.S. Registrations 2,129,270, 2,125,992, and 2,125,993 and the marks shown therein, together with the goodwill of the business symbolized by the marks. True and correct copies of the Share Purchase Agreement (1) pages 1-16, (2) Notarial Deed, (3) Exhibit 5.6 (a) IV and (4) the Wyle Electronics portion of Exhibit R-2 are attached hereto.

1 The undersigned being hereby warned that willful false statements and the like  
2 are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such  
3 willful false statements and the like may jeopardize the validity of this document,  
4 declares that he/she is properly authorized to execute this document on behalf of Arrow  
5 Electronics, Inc., and all statements made of his/her own knowledge are true and that  
6 all statements made on information and belief are believed to be true.

7  
8 Dated: 10-16-03

  
Wayne Brody  
Vice President, Arrow Electronics, Inc.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

## WYLE LABORATORIES QUALITY APPROVED COMPETITIVE TESTED (design)

Registration: 2,129,270 :  
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Application: 74/680,448 :  
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## NRTL WYLE LABS (design)

Registration: 2,125,993 :  
Registered: 12/30/1997 :  
Application: 74/680,450 :  
Filed: 05/26/1995 :

DECLARATION OF OWNERSHIP

I, Arthur Freilich, hereby affirm that, to the best of my information and belief, Arrow Electronics, Inc. acquired, on or about August 7, 2000, and currently owns, the business and assets formerly owned by Wyle Electronics, a California corporation, including title to U.S. Registrations 2,129,270, 2,125,992, and 2,125,993 and the marks shown therein together with the goodwill of the business symbolized by the marks.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such

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1 willful false statements and the like may jeopardize the validity of this document,  
2 declares that he/she is properly authorized to execute this document on behalf of Arrow  
3 Electronics, Inc., and all statements made of his/her own knowledge are true and that  
4 all statements made on information and belief are believed to be true.

5  
6 Dated: Nov 6, 2003

  
ARTHUR FREILICH  
Attorney for Owner  
Arrow Electronics, Inc.

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**Share Purchase Agreement**

among

**VEBA Electronics GmbH  
EBV Verwaltungs GmbH i.L.  
Viterra Grundstücke Verwaltungs GmbH  
VEBA Electronics LLC  
VEBA Electronics Beteiligungs GmbH  
VEBA Electronics (UK) Plc  
Raab Karcher Electronics Systems Plc**

and

**E.ON AG**

and

**Arrow Electronics, Inc.  
Avnet, Inc.  
Cherrybright Limited**

dated August 7, 2000

regarding the sale and purchase of the VEBA electronics distribution group

Attachment (1)

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A Share Purchase Agreement is entered into on this 7th day of August 2000, by and between (i) VIBA Electronics GmbH, a limited liability company incorporated under German law, entered in the commercial register of the local court of Düsseldorf/Germany under no. HRB 11598, (ii) EBV Verwaltungs GmbH i.L., a limited liability company incorporated under German law, registered in the commercial register of the local court of Düsseldorf/Germany under no. HRB 37915 and in the process of (solvent) liquidation, (iii) VEBA Electronics LLC, a limited liability company incorporated under the laws of Delaware, USA, (iv) Viterra Grundstück Verwaltungs GmbH ("Viterra"), a limited liability company incorporated under German law, registered in the commercial register of the local court of Bochum/Germany under no. HRB 6559, (v) VEBA Electronics Beteiligungs GmbH, a limited liability company incorporated under German law, registered in the commercial register of the local court of Düsseldorf/Germany under no. HRB 36645, (vi) VEBA Electronics (U.K.) Plc, a public limited company incorporated under the laws of England and Wales with registered no. 01148485, (vii) Karcher Electronic Systems Plc, a public limited company incorporated under the laws of England and Wales with registered no. 03087431 (VEBA Electronics GmbH, EBV Verwaltungs GmbH i.L., VEBA Electronics LLC, VEBA Electronics Beteiligungs GmbH, VEBA Electronics (U.K.) Plc., Raab Karcher Electronic Systems Plc and Viterra collectively hereinafter referred to as "Sellers") (viii) Arrow Electronics, Inc., a corporation incorporated under the laws of the State of New York ("Arrow") (ix) Avnet, Inc., a corporation incorporated under the laws of the State of New York ("Avnet") and (x) Cherrybright Limited, a private limited liability company incorporated under the laws of England and Wales with registered no. 3985629 ("Memec Purchaser") (Arrow, Avnet and Memec Purchaser together being referred to hereinafter as "Purchasers" and each of them being a "Purchaser") and (xi) E.ON AG, a stock corporation incorporated under German law, registered in the commercial register of the local court of Düsseldorf/Germany under no. HRB 22315 ("E.ON AG"). The Sellers, the Purchasers and E.ON AG are hereinafter collectively referred to as the "Parties".

#### 1.1.1

The Sellers hold and immediately prior to Closing (as defined in Section 4.1 below) will hold directly or indirectly all shares of the companies of the VEBA electronics distribution group, a distributor of electronic systems (e.g., monitors and servers) and electronic components (e.g., semiconductors), save as expressly set out in Exhibit R-2. The VEBA electronics distribution group consists of the following seven divisions (the "Divisions"), whose main operating companies are indicated in parentheses:

**Electronic systems business:**

- (1) RKE Systems (Raab Karcher Elektronik GmbH, Germany) ("RKE Division");
- (2) Wyle Systems (Wyle Systems LLC, USA) ("Wyle Systems Division").

**Electronic components business:**

- (3) EBV, Germany (EBV-Elektronik GmbH and WBC GmbH, Germany) ("EBV Division");
- (4) Memec (Memec (Memory and Electronic Components) Plc, UK ("Memec Plc") and Memec LLC, USA) ("Memec Division");
- (5) Wyle Components (Wyle Electronics, USA) ("Wyle Components Division");
- (6) Atlas Europe (Atlas Logistik Services GmbH, Germany) ("Atlas Europe Division"); and
- (7) Atlas US (Atlas Services LLC and Atlas Business Services LLC, USA) ("Atlas US Division").

The headquarters of the VEBA electronics distribution group (VEBA Electronics LLC) are located in Santa Clara, California, USA.

VEBA Electronics GmbH owns and will immediately prior to Closing own

- (a) one fully paid share, free and clear of any encumbrance, in the nominal amount of DM 100,000 (constituting the entire registered share capital of DM 100,000) in Raab Karcher Elektronik GmbH, Nettetal/Germany, a limited liability company incorporated under German law and registered in the commercial register of the local court of Nettetal under no. HRB 938;
- (b) 999,988 fully paid shares, free and clear of any encumbrance, in the nominal amount of FF 49,999,400 (constituting 99.9% of the entire registered share capital of FF 50,036,950) in Memec Sud Europe SA, Rungis, France, a stock corporation incorporated under French law and registered in the commercial register (R.C.S.) Créteil under no. B 632 011 227; of the remaining 751 shares in the aggregate nominal amount of FF 37,050, three shares are owned by David Ashworth and 748 shares are owned by other shareholders; such 748 shares will be transferred on or prior to the Closing Date to VEBA Electronics GmbH and certain persons associated with Memec Sud Europe SA, as set out in Exhibit R-2;

immediately prior to the Closing, VEBA Electronics GmbH will own 1,000,716 shares and certain directors and employees of the Memec Division (as set out in Exhibit R-2) will own the remaining 23 shares; and

- (c) the entire limited partnership interest in the registered nominal amount of DM 100,000, free and clear of any encumbrance, in Raab Karcher Grundstücke GmbH & Co. Elektronik Immobilien KG ("Raab Karcher Immobilien"), Essen/Germany, a limited partnership incorporated under German law and registered in the commercial register of the local court of Essen under no. HRA 6295.

Viterra is the sole managing and general partner (without any capital contribution) of Raab Karcher Immobilien.

EBV Verwaltungs GmbH i.L. owns and will immediately prior to Closing own seven fully paid shares, free and clear of any encumbrance, in the nominal amount of DM 17,300, DM 14,000, DM 5,200, DM 5,200, DM 5,200, DM 2,800 and DM 2,300 (constituting all of the issued shares in the aggregate nominal amount of DM 52,000) in EBV-Elektronik GmbH, Kirchheim/Germany, a limited liability company incorporated under German law and registered in the commercial register of the local court of Munich/Germany under no. HRB 42104. The entire registered capital of EBV-Elektronik GmbH amounts to DM 500,000. A share in the nominal amount of DM 448,000 was redeemed (*eingezogen*) and cancelled in 1994.

VI HA Electronics LLC owns and will immediately prior to Closing own:

- (a) the entire membership interest, free and clear of any encumbrance, in Memec LLC, a limited liability company incorporated under the laws of Delaware, USA, with its business seat in San Diego, California, USA;
- (b) 100 fully paid shares and constituting all of the issued shares, free and clear of any encumbrance, in EBV Electronics Holdings, Inc., a corporation established under the laws of Delaware, USA;
- (c) the entire membership interest, free and clear of any encumbrance, in ATLAS Business Services LLC, a limited liability company incorporated under the laws of Delaware, USA; and

- (d) the entire membership interest, free and clear of any encumbrance, in ATLAS Services LLC, a limited liability company incorporated under the laws of Delaware, USA.

WHA Electronics Beteiligungs GmbH owns and will immediately prior to Closing own:

- (a) four fully paid shares, free and clear of any encumbrance, in the nominal amount of DM 100,000, DM 50,000, DM 50,000 and DM 50,000 (constituting all of the issued shares in the aggregate nominal amount of DM 250,000) in Memec GmbH, Nettetal/Germany, a limited liability company incorporated under German law and registered in the commercial register of the local court of Nettetal under no. HRB 1004;
- (b) 6,400 fully paid shares, free and clear of any encumbrance, in Memec Belgium NV, a limited liability company incorporated under Belgian law and registered in the commercial register of Mechelen under no. 86.900; the remaining 100 shares of the entire registered share capital being held by Memec GmbH;
- (c) 49 fully paid shares and constituting all (but one) of the issued shares, free and clear of any encumbrance, in Memec AG, a stock corporation incorporated under Swiss law and registered in the commercial register of Langenthal-Oberaargau under no. CH-053.3.003.052-6; the remaining share is owned by Peter Hess;
- (d) 26,891 fully paid shares and constituting all of the issued shares, free and clear of any encumbrance, in Memec Nederland BV, a limited liability company incorporated in the Netherlands and registered in the commercial register of Oost-Holland under no. 17085007;
- (e) 4,000 fully paid shares and constituting all of the issued shares, free and clear of any encumbrance, in Okura Electronics Co. Limited, a limited liability company incorporated in Japan and registered under company no. 020066;
- (f) 18,152 fully paid shares and constituting all of the issued shares, free and clear of any encumbrance, in Memec Holding BV, a limited liability company incorporated in the Netherlands and registered in the commercial register of Oost-Holland under no. 17096269;



- (g) a fully paid share in the nominal amount of DM 100,000 (constituting all of the issued share capital), free and clear of any encumbrance, in Atlas Logistik Services GmbH, a limited liability company incorporated under German law and registered in the commercial register of the local court of Munich under no. HRB 118579; and
- (h) a fully paid share in the nominal amount of DM 100,000 (constituting the entire issued share capital), free and clear of any encumbrance, in Distro Elektronik GmbH, a limited liability company incorporated under German law and registered in the commercial register of the local court of Munich under no. HRB 119649.

VITA Electronics (UK) Plc owns and will immediately prior to Closing own all shares (constituting the entire issued share capital of GBP 2,796,045.40, with the exception of one share in the nominal amount of GBP 0.10 jointly owned by it and Roy Stevenson), free and clear of any encumbrance, in Memec (Memory and Electronic Components) Plc, a public limited company incorporated under the laws of England and Wales and registered under no. 01507861.

Rath Karcher Electronic Systems Plc owns and will immediately prior to Closing own

- (a) 1,500 fully paid shares (constituting the entire issued share capital of GBP 1,500), free and clear of any encumbrance, in RK Distribution Limited, a limited liability company incorporated under the laws of England and Wales and registered under no. 00409579;
- (b) 3,046 fully paid shares (constituting the entire issued share capital of GBP 3,046), free and clear of any encumbrance, in Midwich Limited, a limited liability company incorporated under the laws of England and Wales and registered under no. 01436289;
- (c) 80,000 fully paid shares (constituting the entire issued share capital of GBP 80,000), free and clear of any encumbrance, in Transformation Software Limited, a limited liability company incorporated under the laws of England and Wales and registered under no. 01745656;

- (d) 123,285 fully paid shares (constituting the entire issued share capital of GBP 123,285), free and clear of any encumbrance, in Professional Display Systems Limited, a limited liability company incorporated under the laws of England and Wales and registered under no. 02493132.

The corporate structure of the VEBA electronics distribution group including all companies which are part of such group is set forth in the corporate chart attached as Exhibit R-1 and the list attached as Exhibit R-2. Except as expressly indicated in Exhibit R-2, all companies which are part of the Group (as defined in section 9 below) are owned and will immediately prior to Closing be wholly owned, directly or indirectly, by one of the companies whose shares are to be sold and purchased pursuant to Article 1.

The companies whose shares are to be sold and acquired pursuant to Article 1 of this Agreement (including Raab Karcher Immobilien) are hereinafter collectively referred to as the "Companies". The companies and other entities of the VEBA electronics distribution group as set forth in Exhibits R-1 and R-2 other than the Companies and the Sellers and the holding companies of the Sellers (as outlined in bold in the chart in Exhibit R-1) are hereinafter collectively referred to as the "Subsidiaries". The Companies and the Subsidiaries are hereinafter collectively referred to as the "Group Companies" or the "Group" and each of them being referred to as a "Group Company". Exhibit R-1 indicates which Companies and Subsidiaries form part of each of the Divisions.

E.ON AG and all companies or corporations controlled by E.ON AG at the relevant time (other than the Companies and Subsidiaries) within the meaning of Section 18 German Stock Corporation Act are referred to herein as the "E.ON Group" or the "VEBA Group".

Sellers wish to divest themselves of the Group, and Purchasers (or subsidiaries of any Purchaser nominated by it prior to Closing) wish to acquire the Group, with each Purchaser (or its nominated subsidiaries) acquiring the Divisions set opposite its name below.

As to:

Wyle Components Division  
Wyle Systems Division  
Atlas US Division

**Avnet**  
 EBV Division  
 RKE Division  
 Atlas Europe Division

**Memec Purchaser** Memec Division

Therefore, subject to and on the terms and conditions set forth herein, the Parties agree as

### Article 1 Sale and Purchase

#### Agreement to Sell and Purchase

Subject to the terms and conditions set forth herein:

- (a) (i) VEBA Electronics GmbH hereby sells to Avnet, and Avnet hereby purchases from VEBA Electronics GmbH, all the shares in issue in Raab Karcher Elektronik GmbH as well as the limited partnership interest in Raab Karcher Immobilien, as set forth in section 2 of the Recitals;
- (ii) VEBA Electronics GmbH hereby sells to Memec Purchaser and Memec Purchaser hereby purchases from VEBA Electronics GmbH the shares in issue owned by VEBA Electronics GmbH on the Closing Date (1,000,716 shares) in Memec Sud Europe S.A., as set forth in section 2 of the Recitals;
- (iii) Viterra hereby sells to Avnet, and Avnet hereby purchases from Viterra, the general partner interest in Raab Karcher Immobilien, as set forth in section 2 of the Recitals;
- (iv) VEBA Electronics LLC hereby sells to Memec Purchaser and Memec Purchaser hereby purchases from VEBA Electronics LLC the entire membership interest in Memec LLC, as set forth in section 4 of the Recitals;

- (v) VEBA Electronics LLC hereby sells to Arrow and Arrow hereby purchases from VEBA Electronics LLC all the shares in issue in EBV Electronic Holdings, Inc. and the entire membership interests in ATLAS Business Services LLC and ATLAS Services LLC, each as set forth in section 4 of the Recitals;
- (vi) VEBA Electronics Beteiligungs GmbH hereby sells to Memec Purchaser and Memec Purchaser hereby purchases from VEBA Electronics Beteiligungs GmbH all the shares in issue owned by it in Memec GmbH, Memec Belgium NV, Memec AG, Memec Nederland BV, Okura Electronics Co. Limited and Memec Holding BV, as set forth in section 5 of the Recitals;
- (vii) VEBA Electronics (UK) Plc hereby sells to Memec Purchaser, and Memec Purchaser hereby purchases from VEBA Electronics (UK) Plc, the shares in issue owned by it in Memec (Memory and Electronic Components) Plc and its interest in the share jointly owned with Roy Stevenson, as set forth in section 6 of the Recitals;
- (viii) VEBA Electronics Beteiligungs GmbH hereby sells to Avnet, and Avnet hereby purchases from VEBA Electronics Beteiligungs GmbH, all shares in issue in Atlas Logistik Services GmbH and in DISTRON Elektronik GmbH, as set out in section 5 of the Recitals;
- (ix) EBV Verwaltungs GmbH i.L. hereby sells to Avnet, and Avnet hereby purchases from EBV Verwaltungs GmbH i.L., all the shares in issue in EBV-Elektronik GmbH, as set forth in section 3 of the Recitals; and
- (x) Raab Karcher Electronic Systems Plc hereby sells to Avnet, and Avnet hereby purchases from Raab Karcher Electronic Systems Plc, all the shares in issue in RK Distribution Limited, Midwich Limited, Transformation Software Limited and Professional Display Systems Limited, as set forth in section 7 of the Recitals.

The shares, membership interests and partnership interests sold pursuant to this Section 1.1 are hereinafter referred to as the "Sold Shares".

- (b) VEBA Electronics LLC hereby sells to Arrow, and Arrow hereby purchases from VEBA Electronics LLC, all computer systems, software and office equipment owned by VEBA Electronics LLC and located in the offices on the premises of Wyle Electronics in Santa Clara. Arrow shall, with effect as of the Closing, (i) assume all agreements (including all rights, obligations and liabilities thereunder) entered into by VEBA Electronics LLC with respect to any computer systems, software and office equipment, in each case leased or licenced by VEBA Electronics LLC and located in such offices (except for any agreements which would have to be disclosed in Exhibit 5.12 if VEBA Electronics LLC were a Group Company and which are not disclosed in Exhibit 1.1) and (ii) be responsible for the HQ Employees in accordance with Section 7.23 below.
- (c) The Sold Shares (and the assets referred to in Section 1.1 (b) to be purchased by Arrow) shall be transferred free of any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right of interest or any other encumbrance or security interest of any kind, or another type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect.
- (d) Any Purchaser shall be entitled to nominate one or more of its subsidiaries to acquire title to any of the Sold Shares and/or any of the assets referred to in Section 1.1 (b) which such Purchaser agrees to purchase under this Article 1. Such nomination shall be made in writing to the Sellers at least five business days prior to the Closing Date. In the case of Avnet, Avnet has nominated Avnet EMG GmbH in respect of the Sold Shares described in Sections 1.1 (a) (i), (viii) and (ix) and Avnet Alfapower GmbH in respect of the Sold Shares described in Section 1.1 (a) (iii), and Avnet EMG GmbH and Avnet Alfapower GmbH shall have the right to demand that the relevant Sold Shares shall be transferred to them.

#### **Transfer**

The Sellers shall transfer to the relevant company nominated by the relevant Purchaser in accordance with Section 1.1 (d) (or to the extent that no such nomination is made, to the relevant Purchaser) the Sold Shares and the assets and liabilities referred to in Section 1.1 (b) on the Closing Date (as defined in Section 4.1 below) in accordance with Section 4.4 (a) below.

## **Notarial Deed**

**Roll of Deeds No. 3564/2000**

Negotiated at Düsseldorf, this 6th and 7th day of August 2000

Before me, the undersigned notary (the "Notary")

**Dr. Norbert Zimmermann**

duly admitted and sworn in with official residence at Blumenstraße 28, 40212 Düsseldorf, appeared (hereinafter the "Attorneys-in-Fact")

- 1 Dr. Wolfgang Meyer-Sparenberg,  
with business address Trinkausstrasse 7, D-40213 Düsseldorf,  
personally known to the Notary,  
acting not in his own name, but for and on behalf of
  - 1.1 VEBA Electronics GmbH,  
with registered office in Düsseldorf,  
registered with the Commercial Register of the Local Court of Düsseldorf under  
No. HRB 33598;
  - 1.2 EBV Verwaltungs GmbH i.L.,  
with registered office in Düsseldorf,  
registered with the Commercial Register of the Local Court of Düsseldorf under  
No. HRB 37915;
  - 1.3 Viterro Grundstücke Verwaltungs GmbH,  
with registered office in Bochum,  
registered with the Commercial Register of the Local Court of Bochum  
under no. HRB 6559;
  - 1.4 VEBA Electronics LLC,  
a Delaware limited liability company,  
with head office at 3000 Bowers Avenue, Santa Clara, California 95051, United  
States of America;
  - 1.5 VEBA Electronics Beteiligungs GmbH,  
with registered office in Düsseldorf,  
registered with the Commercial Register of the Local Court of Düsseldorf  
under No. HRB 36645;
  - 1.6 VEBA Electronics (UK) Plc,  
a public limited company incorporated under the laws of England and Wales,  
registered at the Companies House with registered no.01148485;

Attachment (?)

1. Raah Karcher Electronic Systems Plc,  
a public limited company incorporated under the laws of England and Wales  
registered at the Companies House with registered no.03087431;
- 1 K. E.ON AG,  
with registered office in Düsseldorf,  
registered with the Commercial Register of the Local Court of Düsseldorf  
under No. HRB 22315;
2. Ms. Sarah Jones,  
with business address at 200 Aldersgate Street, London EC1A 4JJ, United  
Kingdom,  
identified by passport,  
acting not in her own name, but for and on behalf of  
  
Arrow Electronics, Inc.,  
a corporation incorporated under the laws of the State of New York, United  
States of America,  
with head office at Hub Drive, Melville, New York, New York 11747-3509,  
United States of America;
3. Dr. Reinhard Hermes,  
with business address at Taunustor 2, D-60311 Frankfurt am Main,  
identified by German identity card,  
not acting in his own name, but for and on behalf of  
  
Avnet, Inc.,  
a corporation incorporated under the laws of the State of New York, United  
States of America,  
with head office at 2211 South 47th Street, Phoenix, Arizona 85034, United  
States of America;
4. Mr. Matthew Layton,  
with business address at 200 Aldersgate Street, London EC1A 4JJ, United  
Kingdom,  
identified by passport,  
acting not in his own name, but for and on behalf of  
  
Cherrybright Limited, a private limited company incorporated under the laws of  
England and Wales,  
registered at the Companies House with registered no. 3985629.

The Attorneys-in-Fact requested the notarisation of the following Share Purchase Agreement:

This Notarial Deed and the Exhibits 2.3 (Parts I and II), 2.4, 2.7, 3.2, 4.2 (Part I), 4.3, 4.4, 5 (a), 5 (b), 5.2 (a), 5.3, 5.4 (c), 5.5 (b), 5.6 (a) (only the note at the end of section III), 5.8, 5.9, 5.18, 7.1, 7.3, 7.4, 7.5, 7.13 and 8.1 as attached to this Deed were read to the Attorneys-in-Fact. Exhibit 4.2 (Part II) is attached to this Deed for information purposes only, without being an integral part of this Deed.

The Attorneys-in-Fact declared that they waive their right to have the remaining Exhibits (including the portion of Exhibit 5.6 (a) which was not read to the Attorneys-in-Fact), which are attached to this Deed and to which they make reference (*verweisen*), read to them. Instead, the remaining Exhibits were presented to them for their review and each page of such Exhibits was signed by them.

Thereafter the Attorneys-in-Fact approved this Deed including its Exhibits and signed this Deed with me, the Notary, as follows :

Sandy Jones.

MR Layton.

Richard Hume

Wolff. M. S. S. S.

Zimmerman, Notar



On May 17, 2000, counsel to Unique received a letter from counsel to the Unique Equipment Company in Chandler, Arizona, stating that the Unique name had been used since 1986 by that company in connection with its sale of electronic equipment, as noted in its trademark. The letter also stated that unless some attempt was made by Unique to alleviate the potential confusion arising from the use of the name, the Chandler company would 'take action' to prevent further confusion. Unique's counsel responded on June 21, 2000 with a letter stating that the respective goods and services offered by both companies were significantly different in nature and in their target group of customers, that the Chandler company's trademark covered different goods than that of Unique, and that the Chandler company had offered no evidence of use of the name prior to 1995. No action has been taken by either party since that date.

for patent litigation see Exhibit 5.9

#### IV. Wyle Components (Wyle Electronics, USA)

Nature of IPR	Owner of IPR	Jurisdiction	Registration/Application No.	Expiration Date of Registration/Renewal Date/Status
Trademark: Wyle Laboratories	Wyle Electronics, USA	United States	R2023091 74-680446	Registered
Trademark: Wyle Labs	Wyle Electronics, USA	United States	R2125992 74-680447	Registered
Trademark: Wyle Laboratories Quality Approved Competitive Tested	Wyle Electronics, USA	United States	R2129270 74-680448	Registered
Trademark: NRTL Wyle Labs	Wyle Electronics, USA	United States	R2125993 74-680450	Registered
Trademark: Reources Electronics	Wyle Electronics, USA	United States	R2128332 75-141768	Registered

Exhibit 5.6(a)

Attachment (3)

Trademark: Ideal Center	Wyle Electronics, USA	United States	R2126817 75-145741	Registered
Trademark: Atlas	assigned to ATLAS as of May 19, 20009	United States	R2286271 75-357025	Registered
Trademark: Wyle Design Services	Wyle Electronics, USA	United States	R2329846 75-721295	Registered
Trademark: Design Only	assigned to ATLAS as of May 19, 20009	United States	R0000000 75-37029	Published
Trademark: Wyle Systems	Wyle Electronics, USA	United States	R0000000 75-817880	Pending
Trademark: Delivering the Power of Technology	Wyle Electronics, USA	United States	R0000000 75-817881	Pending
Trademark: ASK Engineering	Wyle Electronics, USA	United States	R0000000 75-874640	Pending
Trademark: CEN-PE-CO	Wyle Electronics, USA	United States	R969945 72-429582	Renewed
Trademark: CEN-PE-CO Motor-Klenz	Wyle Electronics, USA	United States	R975787 72-429583	Renewed
Trademark: Tractruk	Wyle Electronics, USA	United States	R975788 72-429586	Renewed
Trademark: Columbia	Wyle Electronics, USA	United States	R976631 72-429588	Renewed
Trademark: Thread Ezy	Wyle Electronics, USA	United States	R695178 72-079442	Renewed
Trademark: Toledo	Wyle Electronics, USA	United States	R520574 71-528533	Renewed
Trademark:	Wyle Electronics, USA	United States	R582247	Renewed

Exhibit 5 (a)

Curtis			71-633970	
Trademark: American	Wyle Electronics, USA	United States	R582069 71-644709	Renewed
Trademark: George	Wyle Electronics, USA	United States	R731280: 72-098056	Renewed
Trademark: Design Only	Wyle Electronics, USA	United States	R1769772: 74-171883	Registered
Trademark: Design Only	Wyle Electronics, USA	United States	R1774079 74-171884	Registered
Trademark: NRTL Wyle	Wyle Electronics, USA	United States	R1884883 74-264109	Registered
Trademark: Wyle	Wyle Electronics, USA	United States	R1776853 74-273883	Registered
Trademark: Wyle Laboratories	Wyle Electronics, USA	United States	R1769831 74-273884	Registered
Trademark: Wyle	Wyle Electronics, USA	United States	R1769832 74-273885	Registered
Trademark: Wyle Laboratories	Wyle Electronics, USA	United States	R1773265 74-273886	Registered
Trademark: "Toledo" T	Wyle Electronics, USA	United States	R325325 71-361066	Renewed
Trademark: Topsall	Wyle Electronics, USA	United States	R392628 71-445216	Renewed
Trademark: Port-a-pony	Wyle Electronics, USA	United States	R542648 71-580531	Renewed
Trademark: Speed Cut	Wyle Electronics, USA	United States	R802433 72-144652	Renewed
Trademark:	Wyle Electronics, USA	United States	R734041	Renewed

Exhibit 5 (e)

Kleenlube			72-095213	
Trademark:	Wyle Electronics, USA	United States	R1162358	Registered
Power Flo Klenz			73-242727	
Trademark:	Wyle Electronics, USA	United States	661284	Renewed
CEN-PE-CO Diesel-Klenz			72-032236	
Trademark:	Wyle Electronics, USA	United States	969944	Renewed
CPCO CEN-PE-CO			72-429581	

#### V. Atlas

#### 1. Atlas Logistik Services GmbH, Germany

Nature of IPR	Owner of IPR	Jurisdiction	Registration/Application No.	Expiration Date of Registration/Renewal Date/Status
Trademark: Atlas Services Logo	Atlas Logistik Services GmbH, Poing	Germany	398 53 227	September 30, 2008
Classes 9 & 39				
Trademark: Atlas Services Logo	Atlas Logistik Services GmbH, Poing	European Union	CTM Appl. No. 936 104	advertised for opposition services <sup>3</sup>
Classes 9 & 39				
Trademark: Atlas Services Logo	Atlas Logistik Services GmbH, Poing	Switzerland, Norway	IR 707 855	January 12, 2009
Classes 9 & 39				
Trademark: Atlas Services Logo	Atlas Logistik Services GmbH, Poing	China	Appl. No. 9800127056	not yet issued to registration

<sup>3</sup> Opposition against registration raised by Atlas International Movers B.V., Netherlands, and by Atlas Transport GmbH, Germany; negotiations on settlement of conflict are pending

RK Distribution Limited	Limited liability company, UK	Thames	Company no. 00409579	£ 1,500 (issued capital)	Rash Kaarber Electronic Systems Inc (£ 1,500)
Transformation Software Limited	Limited liability company, UK	Thames	Company no. 01745656	£ 80,000 (issued capital)	Rash Kaarber Electronic Systems Inc (£ 80,000)

Atlas (USA) and Wyle Electronics entities

Name of entity	Legal form of organisation; country of incorporation / applicable law	Corporate / registered seat	Registry (trade registry etc.)	Registered capital / nominal capital	Shareholders / shareholdings
Atlas Business Services LLC	Delaware LLC	Wilmington, USA	n/a	\$10,000	VEBA Electronics LLC 100%
Atlas Services LLC	Delaware LLC	Wilmington, USA	n/a	\$100,000	VEBA Electronics LLC 100%
Wyle Electronics EDV Electronics Holdings Inc.	California Corporation; Delaware, USA	Irvine, USA	n/a	\$250,000,000	EDV Electronics Holdings Inc. 100%
Wyle Systems LLC	Delaware LLC	Wilmington, USA	Wilmington, USA	\$ 250,000,000	VEBA Electronics LLC 100%
			n/a	\$10,000,000	Wyle Electronics 100%

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Wyle Electronics, Ltd.	Barbados Corporation	Bridgetown, Barbados	n/a	\$1,000	Wyle Electronics 100%
Wyle Electronics Canada Corp. (dormant)	Canadina Corporation	Vancouver, Canada	n/a	0	Wyle Electronics 100%
Wyle Electronics Caribbean Corp. (dormant)	Puerto Rico Corporation	Puerto Rico, USA	n/a	0	Wyle Electronics 100%
Redwing of California, Inc. (dormant)	California Corporation	Irvine, USA	n/a	0	Wyle Electronics 100%
Wyle Electronics of Mexico, S. de R.L. C.V.	Mexican limited liability company	Guadalajara, Mexico	n/a	0	Wyle Electronics 99%, Wyle Distribution Group-- Santa Clara Inc. 1%
Wyle Distribution Group -- Santa Clara Inc.	California Corporation	Santa Clara, USA	n/a	\$5,573,841	Wyle Electronics 100%
Wyle Gimbury Electronics Inc.	New Jersey Corporation	New Jersey, USA	n/a	\$164,000	Wyle Electronics 100%

Exhibit A-2

RF Vision LLC	Delaware LLC	Wilmington, USA	n/a	\$ 500,000	Wyle Electronics (OU %)
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Exhibit A-2

\*\* TOTAL PAGE.21 \*\*