



**RECORDATION FORM COVER SHEET**

**ADDITIONAL INFORMATION**

**CONTINUATION OF INFORMATION -- BOX 1:**

Name of Second Conveying Party:      SUFLEX INCORPORATED, a Delaware corporation

**CONTINUATION OF INFORMATION -- BOX 4B:**

B.      Trademark Registration No.(s):      960771  
   965445  
   1057610  
   1083505  
   1092803  
   1111787  
   1266308  
   1308019  
   1330873

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**RECORDATION FORM COVER SHEET**

**ADDITIONAL INFORMATION**

*CONTINUATION OF INFORMATION - BOX 1:*

Name of Second Conveying Party:      SUFLEX INCORPORATED, a Delaware corporation

*CONTINUATION OF INFORMATION - BOX ~~A~~ B:*

B.	Trademark Registration No.(s):	960771
		965445
		1057610
		1083505
		1092803
		1111787
		1266308
		1308019
		1330873

**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

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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:

ATTEST:

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

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

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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  
Jarome T. Chalwick, ~~President-OEM Group~~ ~~and~~ Assistant Sec'y.  
respectively of ESSEX GROUP, INC., a corporation of the State of  
Michigan, to me known to be the same persons who signed the  
forgoing 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. Patt and  
Larry L. Pula, 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**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Issue Date</u></b>
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

This is a CONFIDENTIAL document

TRADEMARK ASSIGNMENT

WHEREAS, SUFLEX INCORPORATED, a Delaware corporation (the "Assignor"), warrants that it is the sole and exclusive owner of the entire right, title, interest, and goodwill in the trademarks/service marks and trade names identified in Schedule A attached hereto, including any and all federal and/or state applications and registrations associated therewith (the "Marks and Applications"); and

WHEREAS, REGAL SLEEVING AND TUBING, LLC, a New Hampshire limited liability company (the "Assignee"), is desirous of acquiring all of the Assignor's right, title and interest in and to the Marks and Applications, together with the goodwill of the business symbolized by the Marks and Applications.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and its successors and assigns, all right, title and interest throughout the United States, its territories and all foreign countries in and to the Marks and Applications identified in Schedule A hereto, together with the goodwill of the business symbolized by the Marks and Applications, and all rights of action and recovery for past infringement thereof for the full term and all subsequent terms of any registrations as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made. This Assignment is made free and clear of any liens and encumbrances.

ASSIGNOR:

SUFLEX INCORPORATED

Dated: July 15, 2003

By: [Signature]  
Name: Hunter R. Glasscock  
Title: Treasurer

STATE OF N. Hampshire  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2003, by Hunter R. Glasscock, the Treasurer of Suflex Incorporated, a Delaware corporation, on behalf of the Corporation.

[Signature]  
Justice of the Peace/Notary Public  
My commission expires: \_\_\_\_\_  
[SEAL]

NOTARY PUBLIC STATE OF NEW HAMPSHIRE  
COMMISSION EXPIRES 12/31/2004

SCHEDULE ATrademarks/Service MarksTrademark 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
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
Acrylflex-F	unregistered	
Astra 601	unregistered	
Astra 703/105	unregistered	
Extendo	unregistered	
Flexicone 200	unregistered	

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