

2/17/04

02-19-2004

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102673154

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Amesbury Group, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: APM, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 3481 Rider Trail South  
City: St. Louis State: MO Zip: 63043

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: December 27, 2003

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

A. Trademark Application No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)

1,788,696                      1,893,758                      2,208,770

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

Name: Trademark Administrator  
Internal Address: Testa, Hurwitz & Thibault, LLP  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 125 High Street  
\_\_\_\_\_  
City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:.....3

7. Total fee (37 CFR 3.41) .....\$90.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
20-0531

(Attach duplicate copy of this page if paying by deposit account)

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.*

Brian M. Gaff Reg. No. 44,691                      [Signature]                      11-FEB-04  
Name of Person Signing                      Signature                      Date

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

02/18/2004 ECDOPER 00000061 1788696  
01 FC:8521 40.00 DP  
02 FC:8522 50.00 DP  
3005383-1

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P. O. Box 1450  
Alexandria, VA 22313-1450

TRADEMARK  
REEL: 002915 FRAME: 0001

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** is made this 17 day of December 2003 by Amesbury Group, Inc., a Delaware corporation having a usual place of business at 57 Hunt Road, Amesbury, Massachusetts 01913 ("Assignor"), in favor of APM, Inc., a Missouri corporation having a usual place of business at 3481 Rider Trail South, St. Louis, Missouri 63045 ("Assignee").

**WHEREAS**, Assignor and Assignee have entered into that certain Assignment Agreement dated as of Dec 17 2003 pursuant to which Assignor agreed to transfer to Assignor certain trademarks and the goodwill appurtenant thereto and certain trademark registrations and applications therefor held by or for use by Assignor, which trademarks, registrations and applications are listed and described in Schedule A attached hereto (the "Marks"); and

**WHEREAS**, in order to evidence the transfer of Assignor's right, title and interest in and to the Marks, Assignor desires to execute this Trademark Assignment in favor of Assignee.

**NOW, THEREFORE**, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby sell, transfer, convey, assign and deliver unto Assignee the entire right, title and interest throughout the world in and to the Marks together with all registrations and applications therefor, and any and all renewals and extensions thereof, together with the goodwill appurtenant thereto and the entire right, title and interest in and to any claims in law or equity, including, without limitation, the right to sue for and collect damages arising out of past, present or future infringement or other unauthorized use of the Marks.

2. Recording; No Conflicts. Assignor hereby authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement or other document in conflict herewith.

3. Further Assurances. Assignor agrees that, upon request by Assignee and without further consideration, Assignor shall execute all papers, instruments, documents and agreements, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary or appropriate to carry out the intent of this Trademark Assignment, as well as provide such other material, information or assistance as may be necessary or desirable to carry out the intent of this Trademark Assignment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney of Assignor with full power of substitution in the name and stead of Assignor, but on behalf and for the benefit of Assignee, its successors and assigns, to demand and receive each and all of the Marks and registrations.

4. Modification: Waiver. This Trademark Assignment may not be amended orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

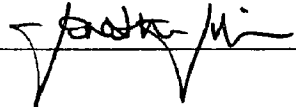
5. Severability. If any provision of this Trademark Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Trademark Assignment, as the case may require, and this Trademark Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

6. Miscellaneous. This Trademark Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee, and its representatives, successors and assigns. This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute the same agreement.

[END OF TEXT]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on the date first above written.

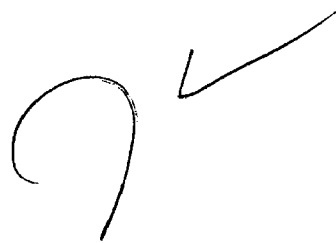
AMESBURY GROUP, INC.

By:  \_\_\_\_\_  
Name:  
Title:

UNITED KINGDOM OF GREAT BRITAIN )  
CITY OF LONDON ENGLAND ) SS.

BE IT KNOWN that on this seventeenth day of December in the year Two thousand and three, before me the undersigned, **JAMES KERR MILLIGAN**, Notary Public of the City of London and elsewhere in England, by Royal Authority, duly admitted and sworn, practising in the said City, personally came and appeared **JONATHAN CHARLES SILVER**, whose identity I, the Notary, attest, who acknowledged to me that he is a Director of the Delaware Corporation styled "**AMESBURY GROUP INC**", that he signed the hereunto annexed Instrument for and on behalf of the said Corporation in his aforesaid capacity, being for such purpose duly authorised by order of the Board of Directors of the said Corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and Seal of Office at London aforesaid, the day, month and year first above written.



**JAMES KERR MILLIGAN**  
A Notary Public of London, England  
My Commission expires with life.



**Exhibit A**  
**Trademarks owned by Amesbury Group, Inc.**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Class(es)</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FLECTRON	Taiwan	17	Registered	85038907	8/7/96	809894	7/16/98
FLECTRON	United Kingdom	17	Registered	1471862	7/26/91	1471862	7/26/91
FLECTRON	United Kingdom	22	Registered	1471863	7/26/91	1471863	7/26/91
FLECTRON	United Kingdom	23	Registered	1471864	7/26/91	1471864	7/26/91
FLECTRON	United Kingdom	1	Registered	1471861	7/26/91	1471861	7/26/91
FLECTRON	United States	17	Registered	75/364,699	9/29/97	2208770	12/8/98
FLECTRON & DESIGN	Canada		Registered	697185	1/2/92	438646	2/3/95
FLECTRON & DESIGN	France	6, 17, 22	Registered	92/416,988	4/28/92	92/416,988	4/28/92
FLECTRON & DESIGN	Germany	17	Registered	M70480/17wZ	7/26/91	2018768	7/27/91
FLECTRON & DESIGN	Ireland	22	Registered	91/3856	7/26/91	155609	7/26/91
FLECTRON & DESIGN	Ireland	1	Registered	91/3853	7/26/91	155607	7/26/91
FLECTRON & DESIGN	Ireland	24	Registered	5176/91	10/16/91	152870	10/16/91
FLECTRON & DESIGN	Ireland	17	Registered	91/3855	7/26/91	155608	7/26/91
FLECTRON & DESIGN	Ireland	23	Registered	91/3857	7/26/91	155610	7/26/91
FLECTRON & DESIGN	Japan	17	Registered	51321/93	5/24/93	3170574	6/28/96
FLECTRON & DESIGN	Japan	22	Registered	51322/93	5/24/93	3304299	5/16/97
FLECTRON & DESIGN	Japan	23	Registered	51323/93	5/24/93	3170575	6/28/96
FLECTRON & DESIGN	Korea, Republic of	48	Registered	12541/1991	5/2/91	249426	9/14/92
FLECTRON & DESIGN	Korea, Republic of	49/Korean Cl. 39	Registered	12542/1991	5/2/91	243823	7/16/92
FLECTRON & DESIGN	United States	17, 22, 23	Registered	74/086,560	8/6/90	1788696	8/17/93
LAIRD TECHNOLOGIES	China	17	Pending	2001122137	7/11/01		
LEXEL	United States	40	Registered	74/383,076	4/27/1993	1893758	5/9/1995