

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thomas & Betts International, Inc.		01/29/2004	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Universal Sewing Supply, Inc.
Street Address:	1011 East Park Industrial Drive
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63130
Entity Type:	CORPORATION: MISSOURI

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0539869	FEEDRAIL

## CORRESPONDENCE DATA

Fax Number: (314)231-4342

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (314) 231-5400

Email: ustrademarks@senniger.com

Correspondent Name: Senniger Powers

Address Line 1: One Metropolitan Square, 16th Floor

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:

WSL 2404

NAME OF SUBMITTER:

Lindsay E. Cohen and Paul I.J. Fleischut

Total Attachments: 4

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**EXHIBIT 2.8(a)(iii)**  
**Assignment of Servicemarks and Trademarks**

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made this 29 day of January, 2004, by THOMAS & BETTS CORPORATION, a Tennessee corporation and THOMAS & BETTS INTERNATIONAL ("Assignor"), to UNIVERSAL SEWING SUPPLY, INC., a Missouri corporation ("Assignee").

**RECITAL**

Assignee and Assignor are parties to an Asset Purchase Agreement dated January 29, 2004 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including certain of the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under certain of Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on **Schedule A** annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

THOMAS & BETTS CORPORATION, a  
Tennessee corporation

THOMAS & BETTS INTERNATIONAL

By: *Dominic J. Pileggi*  
Name: Dominic J. Pileggi  
Title: President & CEO

By: *Dominic J. Pileggi*  
Name: Dominic J. Pileggi  
Title: President & CEO

[SEAL]

State of Tennessee )

) ss.:

County of Shelby )

On this 29 day of January, 2004, before me, Dominic J. Pileggi, personally appeared President, CEO of Thomas & Betts Corporation, and President, CEO of Thomas & Betts International, both personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

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Notary Public

#### SCHEDULE A

##### Registered Servicemarks and Trademarks

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
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##### Unregistered Servicemarks and Trademarks

##### Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date
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##### Trade Names

[illegible]

# FEEDRAIL TRADEMARKS

1/7/2004

Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date	Goods
FEEDRAIL	U.S.	Registered	71/558,643	Jun 7, 1948	539,869	Mar 27, 1951	ASSEMBLIES FOR ELECTRIC POWER TRANSMISSION-NAMELY, TROLLEY BUSWAYS AND TROLLEYS, BUS BARS WITH INSULATION AND HOUSING THEREFOR, AND PARTS OF SAID ASSEMBLIES; AND ACCESSORIES FOR SAID ASSEMBLIES-NAMELY, COUPLING PLATES, END CAPS, END FEED SETS, CURRENT CONNECTION BOXES, HANGER STRAPS AND SUPPORTS, FUSE BLOCKS.