

40043-3

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies):</p> <p>THE DEUTSCH COMPANY</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation (California) <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Name: DESIGNED METAL CONNECTIONS, INC.</p> <p>Address: 14800 S. Figueroa St. Gardena, CA. 90248-1795</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation (Delaware) <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>January 28, 2005</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 0984826</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Hayley Smith, Senior Legal Assistant Kirkland & Ellis LLP 153 East 53rd Street New York, NY 10022-4675 (212) 446-4800 (Phone) (212) 446-4900 (Facsimile)</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41)..... \$ 40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Charge to Deposit Account No. 111098 (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Hayley Smith Hayley M. Smith 2-1-05
Name of Person Signing Signature Date

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

CH \$40.00 111098 0984826

BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT

This Business Intellectual Property Assignment ("*Assignment*") is effective as of the Completion Date (as defined in the Purchase Agreement) ("*Effective Date*") by and between The Deutsch Company, a California, U.S.A. corporation ("*Assignor*") and Designed Metal Connections, Inc., a Delaware corporation ("*Assignee*").

RECITALS

- A. Assignor and SSCP Swaging S.à.r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg are parties to a Share and Assets Purchase Agreement dated November 30, 2004 ("*Purchase Agreement*") pursuant to which Assignor shall transfer to Assignee the Business Intellectual Property (as defined in the Purchase Agreement).
- B. Assignee desires to acquire from Assignor, and Assignor desires to transfer to Assignee, the Business Intellectual Property, pursuant to the terms and conditions provided in this Assignment.
- C. In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows.

AGREEMENT

1. **Assignment.** Assignor hereby sells, assigns, conveys, transfers, grants, sets over, and relinquishes to Assignee and its successors and assigns any and all of Assignor's rights, title, and interest in, to, and under the Business Intellectual Property (as defined in the Purchase Agreement, and in each case together with all Goodwill (as defined in the Purchase Agreement) associated therewith, but excluding any Excluded Assets, as defined in the Purchase Agreement), which Business Intellectual Property shall include, but is not limited to, the intellectual property set forth in Schedules A-F attached hereto, as well as the right to sue for all causes of action, rights, and remedies arising under any of the foregoing (all of the preceding collectively referred to as the "*Assigned Rights*").
2. **Patent and Trademark Office Authorization.** Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents, trademarks, copyrights or any legal equivalent thereof to issue any and all patents, trademarks, copyrights (or their legal equivalents) on the Assigned Rights or any applications described in this Assignment to Assignee and its successors and assigns, in accordance with this Assignment. Assignor further grants and transfers unto Assignee power to cause Assignee's name to be substituted for Assignor's name as applicant for registrations on the Assigned Rights, when Assignee reasonably determines it is necessary or required and at Assignee's expense, so that applications for registrations on any Assigned Rights may proceed in the name of Assignee.

3. **Further Assurances.** Assignor shall (i) at Assignee's request, provide Assignee with all known, pertinent facts and documents, including, but not limited to, prosecution histories and files, under such Assignor's custody, possession, or control relating to the Assigned Rights, and (ii) execute and deliver to Assignee or its legal representative any and all papers, instruments, or affidavits required to implement or perfect this Assignment or to apply for, obtain, prosecute, and maintain registrations of the Assigned Rights.
4. **Registration and Enforcement.** In furtherance of this Assignment, Assignor hereby acknowledges that, from the Effective Date forward, Assignee has succeeded to all of Assignor's rights, title, interest, and standing (i) to institute and prosecute all suits and proceedings or take any actions that may be necessary or proper to collect, assert, or enforce any claim, right, title, or cause of action of any kind under any and all of the Assigned Rights, whether arising before or after the Effective Date, (ii) to defend and compromise any and all such actions, suits, or proceedings relating to the Assigned Rights, and (iii) to exploit the Assigned Rights as one sees fit.
5. **Severability.** If any provision or provisions of this Assignment shall be held to be invalid, illegal or unenforceable, (i) such provision shall be enforced to the fullest extent permitted by applicable law in accordance with the intent of the parties, (ii) the remaining provisions shall not in any way be affected or impaired, and (iii) the parties shall negotiate in good faith a valid, lawful, and enforceable substitute provision that most nearly reflects the parties' original intent or provide an equitable adjustment in the event no such provision can be added.
6. **Waiver.** No delay or omission in exercising any right, power, or remedy pursuant to a breach or default by a party shall be considered a waiver of such right, power, or remedy, either currently or with respect to a future breach or default. Any waiver of any kind by a party must be in writing, shall be effective only to the extent set forth in such writing, and shall not operate or be construed as a waiver of any subsequent breach.
7. **Entire Agreement.** The entire agreement between the parties regarding the subject matter herein is incorporated in this Assignment, which supersedes all prior discussions and agreements between the parties relating to the subject matter herein. This Assignment may be modified only by a written amendment duly signed by persons authorized to sign agreements on behalf of the parties and shall not be supplemented or modified by any course of dealing or trade usage.
8. **Governing Law.** The construction, validity, and performance of this Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Assignment or any transactions contemplated by this Assignment.
9. **Counterparts.** This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment as indicated below.

THE DEUTSCH COMPANY

DESIGNED METAL CONNECTIONS, INC.

By: WE Holler

By: _____

Name: William E. Holler

Name: _____

Title: Vice President

Title: _____

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 18 day of Jan²⁰⁰⁵, there appeared before me WE Holler, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of The Deutsch Company.

Daniel F. Dart
Notary Public



[SIGNATURE PAGE TO BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, the parties have executed this Assignment as indicated below.

THE DEUTSCH COMPANY

DESIGNED METAL CONNECTIONS, INC.

By: _____

By: Martin Calderbank

Name: William E. Holler

Name: Martin Calderbank

Title: Vice President

Title: Authorized Signatory

COUNTRY OF THE UNITED KINGDOM)

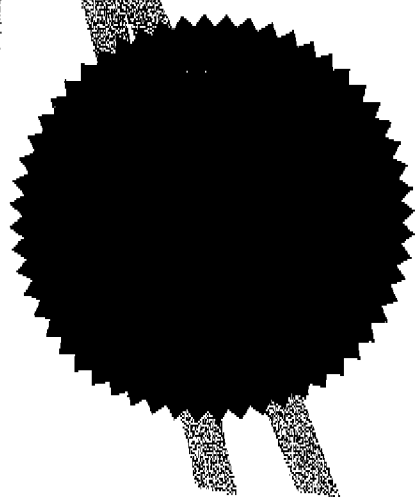
) SS.:

COUNTY OF LONDON)

On this 26th day of January 2005, there appeared before me Martin Calderbank, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Designed Metal Connections, Inc.

J. B. BURGESS
Notary Public
Notary Public London, England
(J. B. BURGESS)
My Commission Expires with Life

[SIGNATURE PAGE TO BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT]



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

	Country	Trademark Registration	Registration Date (yyyy-mm-dd)	Mark
1	USA	0984826	1974.05.28	PERMASWAGE

LAI-2158746v5

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS

	Country	Trademark Registration	Registration Date (yyymmdd)	Mark
1	Australia	359715	1981.04.30	PYPLOK
2	Benclux	316312	1993.02.13	PERMASWAGE
3	Brazil	811003361	1984.08.10	PERMASWAGE
4	Canada	196011	1973.12.07	PERMASWAGE
5	Denmark	VR 1973 02484	1973.08.17	PERMASWAGE
6	France	1223657	1983.01.05	PERMASWAGE
7	France	1649625	1991.03.12	PYPLOK (LABEL)
8	France	1649628	1991.03.12	PYPLOK (WORD)
9	Germany	925221	1974.11.22	PERMASWAGE
10	Germany	1027175	1981.12.28	PYPLOK
11	Great Britain	1004326	1976.04.22	PERMASWAGE
12	Great Britain	1004327	1975.03.05	PERMASWAGE
13	Indonesia	163931		PYPLOK
14	Israel	52309	1982.10.26	PYPLOK
15	Italy	659622	1995.10.03	PERMASWAGE
16	Italy	440112	1986.08.11	PYPLOK
17	Japan	1395748	1979.10.30	PERMASWAGE
18	Japan	2471273	1992.10.30	PERMASWAGE
19	Japan	1753540	1985.03.25	PYPLOK
20	Norway	88589	1973.06.21	PERMASWAGE
21	Norway	111675	1982.08.05	PYPLOK
22	S. Korea	261718		PYPLOK
23	Singapore	T8103233F	1985.09.13	PYPLOK
24	Spain	701184	2003.04.16 (renewed)	PERMASWAGE
25	Spain	846214	1978.05.16	PERMASWAGE
26	Sweden	143549	1973.06.21	PERMASWAGE
27	Switzerland	404158	1993.11.15	PERMASWAGE

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SCHEDULE C

UNREGISTERED TRADEMARKS

- CABLELOK
- POWERLOK
- GROUNDLOK

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SCHEDULE D**U.S. PATENTS**

	Country	Patent Registration Number	Issue / Publication Date yyyymmdd	Product
1	USA	5592726	1997.01.14	Axial Swage Tool Having a Stabilizing Pin - DAT, Capless
2	USA	5680687	1997.10.28	Axially Swaged Fitting - DAT Continuation
3	USA	5452921	1995.09.26	Axially Swaged Fitting - DeutschLite Continuation
4	USA	5303958	1994.04.19	Axially Swaged Fitting w/ Composite Swaging Ring
5	USA	5398394	1995.03.21	DAT
6	USA	6108895	2000.08.29	DME
7	USA	5654527	1997.08.05	Modular Electrical Connecting System - PowerLok
8	USA	5069058	1991.12.03	Swaging Tool - DLT

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SCHEDULE E**U.S. PATENT APPLICATIONS**

Country	Patent Application Number	Application Date yyyymmdd	Product
USA	10/828,636	2004.04.01	DAT, Re-Designed (Pat Pending)

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SCHEDULE F

FOREIGN PATENTS

	Country	Patent Registration Number	Issue / Publication Date yyyymmdd	Product
1	Australia	691084	1998.05.07	Axial Swage Tool Having a Stabilizing Pin - DAT, Capless
2	Australia	623827	1992.05.21	Swaging Tool - DLT
3	Belgium	EP 0 376 136	1996.02.21 (EPO Grant)	Swaging Tool - DLT
4	Canada	2208975	2001.03.27	Axial Swage Tool Having a Stabilizing Pin - DAT, Capless
5	Canada	2167844	1999.02.09	Axially Swaged Fitting
6	Canada	2121686	1997.04.08	Axially Swaged Fitting w/ Composite Swaging Ring
7	Canada	2195435	2000.11.21	Method & Apparatus for Connecting Electric Bus
8	Canada	1320653	1993.07.27	Swaging Tool - DLT
9	Canada	2127119	1999.05.04	Swaging Tool for Axially Swaged Fittings
10	Denmark	173,008	1999.11.08	Swaging Tool - DLT
11	France	EP 0 800 435 PCT/US96/00242 WO 96/20807	2002.07.17 (EPO Grant)	Axial Swag Tool Having a Stabilizing Pin - DAT, Capless EPO
12	France	EP 0 612 391 PCT/US92/09449 WO 93/09374	1998.02.04 (EPO Grant)	Axially Swaged Fitting w/ Composite Swaging Ring
13	France	EP 0 376 136	1996.02.21 (EPO Grant)	Swaging Tool - DLT
14	France	EP 0 627 057 PCT/US93/00983 WO 93/15348	1999.10.06 (EPO Grant)	Swaging Tool for Axially Swaged Fittings - DAT
15	Germany	69224393	1998.10.01	Axially Swaged Fitting w/ Composite Swaging Ring
16	Germany	69326687	2000.02.10	DAT
17	Germany	69622374	2002.11.14	DAT, Capless EPO
18	Germany	68925722	1996.07.04	Swaging Tool - DLT
19	Great Britain	EP 0 800 435	2002.07.17	Axial Swag Tool Having a Stabilizing Pin - DAT, Capless EPO
20	Great Britain	EP 0 712 474	2001.10.17	Axially Swaged Fitting - DeutschLite PCT
21	Great Britain	EP 0 612 391	1998.02.04	Axially Swaged Fitting w/ Composite Swaging Ring
22	Great Britain	EP 0 376 136	2001.01.01	Swaging Tool - DLT
23	Great Britain	EP 0 627 057	1999.10.06	Swaging Tool for Axially Swaged Fittings - DAT
24	Ireland	EP 0 800 435	2002.07.17	Axial Swag Tool Having a Stabilizing Pin - DAT, Capless EPO
25	Ireland	EP 0 712 474	2001.10.17	Axially Swaged Fitting - DeutschLite PCT
26	Italy	EP 0 800 435 PCT/US96/00242 WO 96/20807	2002.07.17 (EPO Grant)	Axial Swag Tool Having a Stabilizing Pin - DAT, Capless EPO
27	Italy	EP 0 612 391 PCT/US92/09449 WO 93/09374	1998.02.04 (EPO Grant)	Axially Swaged Fitting w/ Composite Swaging Ring
28	Italy	EP 0 376 136	1996.02.21 (EPO Grant)	Swaging Tool - DLT
29	Italy	EP 0 627 057 PCT/US93/00983 WO 93/15348	1999.10.06 (EPO Grant)	Swaging Tool for Axially Swaged Fittings - DAT
30	Japan	2648393	1997.08.27	Axially Swaged Fitting w/ Composite Swaging Ring
31	Japan	2875889	1999.03.31	DAT
32	Japan	2923315	1999.07.26	Swaging Tool - DLT

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	Country	Patent Registration Number	Issue / Publication Date yyyymmdd	Product
33	Netherlands	EP 0 612 391 PCT/US92/09449 WO 93/09374	1998.02.04 (EPO Grant)	Axially Swaged Fitting w/ Composite Swaging Ring
34	Netherlands	EP 0 376 136	1996.02.21 (EPO Grant)	Swaging Tool - DLT
35	Netherlands	EP 0 627 057 PCT/US93/00983 WO 93/15348	1999.10.06 (EPO Grant)	Swaging Tool for Axially Swaged Fittings - DAT
36	Norway	180035	1997.02.05	Swaging Tool - DLT
37	S. Korea	KR248787	2000.04.01	Axial Swage Tool Having a Stabilizing Pin - DAT, Capless EPO
38	S. Korea	KR9209857	1992.11.02	Swaging Tool - DLT
39	Spain	ES2180731	2003.02.16	Axial Swage Tool Having a Stabilizing Pin - DAT, Capless EPO
40	Sweden	EP 0 800 435 PCT/US96/00242 WO 96/20807	1996.07.16 (EPO Grant)	Axial Swag Tool Having a Stabilizing Pin - DAT, Capless EPO
41	Sweden	EP 0 612 391 PCT/US92/09449 WO 93/09374	1998.02.04 (EPO Grant)	Axially Swaged Fitting w/ Composite Swaging Ring
42	Sweden	EP 0 627 057 PCT/US93/00983 WO 93/15348	1999.10.06 (EPO Grant)	DAT
43	Sweden	EP 0 376 136	1996.02.21 (EPO Grant)	Swaging Tool - DLT

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