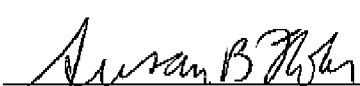


<div>Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼</div>		<div>RECORDATION FORM COVER SHEET <b>TRADEMARKS ONLY</b></div>		<div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<div>1. Name of conveying party(ies): PCD, INC.  <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>			<div>2. Name and address of receiving party(ies) Name: <u>AMPHENOL PCD, INC.</u> Internal Address: _____ Street Address: <u>2 Technology Drive</u> City: <u>Peabody</u> State: <u>MA</u> Zip: <u>01960</u>  <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-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></div>		
<div>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>5/01/2003</u></div>					
<div>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____</div>			<div>B. Trademark Registration No.(s) <u>2369893, 2306359</u> _____</div>		
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<div>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>BLANK ROME LLP</u> Internal Address: <u>C/O SUSAN B. FLOHR</u> <u>The Watergate</u>  Street Address: <u>600 New Hampshire Avenue, NW</u>  City: <u>Washington</u> State: <u>DC</u> Zip: <u>20037</u></div>			<div>6. Total number of applications and registrations involved: <u>2</u>  7. Total fee (37 CFR 3.41).....\$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>23-2185</u></div>		
DO NOT USE THIS SPACE					
<div>9. Signature.  <u>SUSAN B. FLOHR</u>                      <u></u>                      <u>2/28/2005</u> Name of Person Signing                      Signature                      Date  Total number of pages including cover sheet, attachments, and document: <u>5</u></div>					

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$66.00 232186 2369893

**TRADEMARK ASSIGNMENT**

**THIS ASSIGNMENT**, entered into as of May 1, 2003, is made by and between PCD Inc., a Massachusetts corporation ("Assignor") and Amphenol PCD, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor has adopted, used and is using, and is the sole owner of the marks set forth on Exhibit A attached hereto (the "Marks");

**WHEREAS**, Assignor has agreed to assign to Assignee all of Assignor's entire right, title and interest in and to the Marks including any registrations therefor, and Assignee desires to receive from Assignor said right, title and interest; and

**WHEREAS**, it is the purpose of this document to memorialize the aforementioned assignment and transfer in a form suitable for recordation in the United States Patent and Trademark Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest throughout the world in and to the Marks, all registrations and applications for registrations of the Marks therefor, including the registrations and applications identified on Exhibit A, together with the goodwill of the business symbolized by the Marks, and together with all of Assignor's right to sue and recover for past, present and future infringements of the Marks (collectively, the "Assigned Property"), free and clear of all liens, claims, charges, security interests, and other interests or encumbrances, the same to have and to hold by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor hereby agrees as to all Assigned Property to assist the Assignee in every proper way (but at the Assignee's expense) to obtain and from time to time enforce trademarks and other rights and protections relating to the Assigned Property in any and all countries, and to that end Assignor will execute all documents for use in applying for and obtaining such trademarks and other rights and protections and enforcing the same, as Assignee may desire, together with

any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature on any document or documents needed to apply for or prosecute any trademark, or other right or protection relating to any Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any trademarks, or similar protections thereon with the same legal force and effect as if executed by Assignor.

[Remainder of page intentionally left blank, signature page to follow.]

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Assignor as of the day and year first above written.

PCD INC.

By: [Signature]  
Name: John L. Dwyer  
Title: Chairman

STATE OF Massachusetts )  
 ) ss.:  
COUNTY OF Suffolk )

On this the 1<sup>st</sup> day of May, 2003, before me, personally appeared John L. Dwyer who, being by me duly sworn, did depose and say that he/she is the Chairman of PCD Inc., the corporation described in and which executed the above instrument, and that he/she as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Chairman and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

[Signature]  
Notary Public  
My Commission Expires: 12/25/09

EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT

<u>FILE</u> <u>ID#</u>	<u>NAME</u>	<u>STATUS</u>	<u>DATE</u> <u>GRANTED</u>	<u>REGISTRATION</u> <u>NO.</u>	<u>COMPANY</u>
T01	Trademark – PCD EXPRESS	Registered	07/25/2000	2,369,893	PCD
T02	Trademark – FLEXIPLUG	Registered	01/04/2000	2,306,359	PCD