

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/11/2002

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IP LICENSING LLC		12/11/2002	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

Name:	IP LICENSING LLC
Street Address:	300 DELAWARE 9TH FLOOR
City:	WILIMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	73590368	ESSEX
Registration Number:	1644159	ESSEX
Registration Number:	618128	ESSEX
Registration Number:	965834	ESSEX
Serial Number:	71558639	ESSEX

**CORRESPONDENCE DATA**

Fax Number: (212)969-2900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: selliott@proskauer.com  
 Correspondent Name: IP Licensing LLC  
 Address Line 1: 300 Delaware Avenue 9th Floor  
 Address Line 4: Wilimington, DELAWARE 19801

CH \$140.00 73590368

NAME OF SUBMITTER:	Shama Elliott
Signature:	/shama elliott/
Date:	05/26/2005
<b>Total Attachments: 4</b> source=IP Licensing Trademark Assignment#page1.tif source=IP Licensing Trademark Assignment#page2.tif source=IP Licensing Trademark Assignment#page3.tif source=IP Licensing Trademark Assignment#page4.tif	

## WORLDWIDE TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "**Assignment**") is made and entered into as of December 11, 2002 ("**Effective Date**") by and among Essex Technology, Inc., a Delaware corporation located at 1601 Wall Street, P.O. Box 1601, Fort Wayne, IN 46801, and Essex Group, Inc., a Michigan corporation located at 1601 Wall Street, P.O. Box 1601, Fort Wayne, IN 46801 (collectively, "**Assignors**") and IP Licensing LLC, a Delaware limited liability company located at c/o Delaware Trust Capital Management, 300 Delaware Avenue, 9<sup>th</sup> Floor, Wilmington, DE 19801 ("**Assignee**").

**WHEREAS**, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, all of Assignors' right, title and interest in and to the ESSEX trademark including, but not limited to, the registrations and pending applications set forth on Exhibit A, together with the goodwill of the business appurtenant thereto (collectively, the "**Mark**");

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer, convey and set over to Assignee and its successors, assigns and nominees absolutely and forever, Assignors' entire right, title and interest worldwide in and to the Mark.

1. Assignors hereby authorize Assignee to request the Trademark Office, or analogous entity or agency, in each applicable country or jurisdiction, to record Assignee as the assignee and owner of the Mark.

2. To the extent that the assignment of the Mark contemplated by this Assignment is not effective in any jurisdiction for whatever reason, this Assignment shall not operate as such with respect to the Mark in such jurisdiction. In any such event, Assignors shall use commercially reasonable efforts to grant to the Assignee rights as close as possible to ownership of the Mark in such jurisdiction.

3. This Assignment is effective as of the Effective Date. Assignors shall, without further consideration, comply with any reasonable request by Assignee to execute and deliver promptly any additional documents as may be reasonably necessary in order to render effective the consummation of the transactions contemplated hereby and the recordal of Assignee as the assignee and owner of the Marks in each applicable jurisdiction.

4. Subject to any applicable legislation in any applicable country or jurisdiction with respect to the association of trademarks, the parties agree that the assignment of the Mark in each jurisdiction on Exhibit A shall be construed as separable and divisible from the assignment of the Mark in every other jurisdiction. The unenforceability or invalidity of this Assignment with respect to the Mark in any one jurisdiction shall not limit its enforceability or validity, in whole or in part, with respect to the Mark in any other jurisdiction.

5. This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by one party and received by the other parties.

**[Signature page follows]**

**IN WITNESS WHEREOF**, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ESSEX TECHNOLOGY, INC.

By: Stephen C. Knup  
Name: Stephen C. Knup  
Title: Authorized Signatory

ESSEX GROUP, INC.

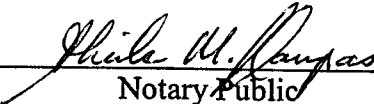
By: Stephen C. Knup  
Name: Stephen C. Knup  
Title: President

IP LICENSING LLC

By: Stewart H. Wahrsager  
Name: Stewart H. Wahrsager  
Title: Authorized Signatory

STATE OF New York )  
 ) SS.  
COUNTY OF New York

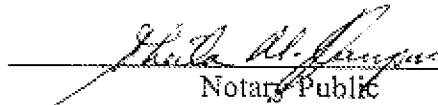
On this 11<sup>th</sup> day of December 2002, there appeared before me Stephen C. Knip, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Essex Technology, Inc.

  
Notary Public

SHEILA M. KAUPAS  
Notary Public, State of New York  
No. 31-01KA5064483  
Qualified in New York County  
Commission Expires Aug. 19, 2006

STATE OF New York )  
 ) SS.  
COUNTY OF New York

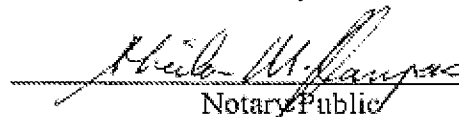
On this 11<sup>th</sup> day of December 2002, there appeared before me Stephen C. Knip, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Essex Group, Inc.

  
Notary Public

SHEILA M. KAUPAS  
Notary Public, State of New York  
No. 31-01KA5064483  
Qualified in New York County  
Commission Expires Aug. 19, 2006

STATE OF New York )  
 ) SS.  
COUNTY OF New York

On this 11<sup>th</sup> day of December 2002, there appeared before me Stewart Wahrsagen, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of IP Licensing LLC.

  
Notary Public

SHEILA M. KAUPAS  
Notary Public, State of New York  
No. 31-01KA5064483  
Qualified in New York County  
Commission Expires Aug. 19, 2006