

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
Avex Electronics, Inc.		08/12/1999	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Benchmark Electronics, Inc.		
Street Address:	3000 Technology Drive		
City:	Angleton		
State/Country:	TEXAS		
Postal Code:	77515		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2295309	AVEX	
CORRESPONDENCE DATA			
Fax Number:	(256)533-9322		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	256-535-1100		
Email:	wbabcock@lfsp.com		
Correspondent Name:	Frank M. Caprio		
Address Line 1:	P.O. Box 2087		
Address Line 4:	Huntsville, ALABAMA 35804		
NAME OF SUBMITTER:	Frank M. Caprio		
Signature:	/Frank M. Caprio/		
Date:	09/27/2005		

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Total Attachments: 7
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Execution Copy

AMENDED AND RESTATED STOCK PURCHASE AGREEMENT

Dated as of August 12, 1999

Between

J.M. HUBER CORPORATION

As Seller

and

BENCHMARK ELECTRONICS, INC.

As Purchaser

TRADEMARK

REEL: 003165 FRAME: 0404

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AMENDED AND RESTATED STOCK PURCHASE AGREEMENT

This **AMENDED AND RESTATED STOCK PURCHASE AGREEMENT**, dated as of August 12, 1999, by and among J.M. Huber Corporation, a New Jersey corporation ("Seller"), and Benchmark Electronics, Inc., a Texas corporation ("Purchaser").

WITNESSETH

WHEREAS, Purchaser and Seller have entered into the Stock Purchase Agreement dated as of July 1, 1999, as supplemented by the Bid Letter Agreement of even date therewith (such Stock Purchase Agreement, as so supplemented, being the "Stock Purchase Agreement"), pursuant to which Purchaser (or a Subsidiary of Purchaser designated in writing to Seller at least three (3) Business Days prior to the Closing) will acquire, and Seller will sell, -" of the outstanding capital stock of AVEX and Kilbride Holdings (previously referred to as AVEX Holdings), upon the terms and subject to the conditions set forth herein; and

WHEREAS, Purchaser and Seller have entered into the Supplemental and Amendatory Agreement (the "Amendment Agreement") dated as of July 30, 1999, pursuant to which the Stock Purchase Agreement has been supplemented and amended; and

WHEREAS, Seller and Purchaser wish to amend and restate the Stock Purchase Agreement, as supplemented and amended by the Amendment Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree that, effective upon the execution and delivery hereof by Seller and Purchaser, the Stock Purchase Agreement (as supplemented and amended by the Amendment Agreement) shall be amended and restated to read in its entirety as follows:

ARTICLE I

CERTAIN DEFINITIONS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms when capitalized have the respective meanings set forth below:

"Active Employees" means all employees of the AVEX Group who are actively at work on the Closing Date and shall include all employees of the AVEX Group who are not actively at work on the Closing Date due to a short-term absence (including due to

vacation, holiday, illness or injury of shorter duration than seven days, jury duty or death leave) in accordance with applicable policies of the AVEX Group.

"Affiliate" means, with respect to any Entity, any other Entity who directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity whether through the ownership of voting securities, by contract or otherwise and the terms "controlled" and "controlling" have meanings correlative thereto.

"Agreement" means this Amended and Restated Stock Purchase Agreement and the exhibits and schedules thereto.

"Amendment Agreement" has the meaning set forth in the second recital of this Agreement.

"Antitrust Division" has the meaning set forth in Section 5.8.

"Assumed Indebtedness" means an amount equal to the sum of any and all liabilities assumed by Purchaser at Closing relative to the notes payable balance, current installments of long-term debt balance, or the long-term debt balance for the AVEX Group, as of the Closing Date, that is prepayable without penalty on the Closing Date, as set forth in Schedule 1.1.1.

"AVEX" means AVEX Electronics Inc., an Alabama corporation and a wholly-owned subsidiary of Seller.

"AVEX Benefit Plan" means all Employee Benefit Plans and all other employee benefit arrangements (including retirement and pension plans or schemes subject to applicable foreign law) or payroll practices, including severance pay, sick leave, vacation pay, salary continuation for disability, scholarship programs, stock option or restricted stock plans (a) maintained by Seller, any of the AVEX Group or any ERISA Affiliate of either (whether formal or informal, whether for the benefit of a single individual or for more than one individual or for current or former employees or their beneficiaries) for the benefit of any Active Employee or Former Employee or any of the employees or former employees of Seller or any of its Affiliates assigned to any of the AVEX Group, or (b) to which or under which Seller or any of the AVEX Group or any ERISA Affiliate of either has contributed to, or provided benefits under, or is obligated to (or reasonably could be expected to be obligated to) make contributions to, or provide benefits under, with respect to any Active Employee or Former Employee or any current or former employee of Seller assigned to any of the AVEX Group.

"AVEX Employees" has the meaning set forth in Section 3.12(b).

"AVEX Group" means AVEX, Kilbride Holdings and the Subsidiaries of AVEX and Kilbride Holdings; and the term "any of the AVEX Group" refers to AVEX, Kilbride

(f) To the extent that any of the foregoing representations in this Section 3.13 relate to a AVEX Benefit Plan currently maintained or contributed to for the benefit of AVEX Employees employed in foreign jurisdictions, such representations are made to the knowledge of Seller.

(g) No member of the AVEX Group nor any other "disqualified person" or "party in interest," as defined in Section 4975 of the Code and ERISA Section 3(14), respectively, has engaged in any "prohibited transaction," as defined in Section 4975 of the Code or Section 406 of ERISA that is reasonably likely to subject AVEX, or any disqualified person or party in interest to the tax or penalty imposed by Section 4975 of the Code or sanction under Title I of ERISA. Neither any member of the AVEX Group nor any party in interest or disqualified person has taken or omitted any action with respect to the AVEX Benefit Plans which could lead to the imposition of an excise tax under the Code or a penalty under ERISA which could reasonably be expected to have a Material Adverse Effect.

(h) Other than routine claims for benefits, there are no actions, audits, investigations, suits, or claims pending, or to the knowledge of Seller, threatened against any of the AVEX Benefit Plans or any fiduciary of any of the AVEX Benefit Plans or against the assets of any of the AVEX Benefit Plans.

(i) Except as set forth on Schedule 3.13(i) or as may be required by applicable law, the consummation of the transactions contemplated hereby will not accelerate or increase any liability under any AVEX Benefit Plan because of an acceleration or increase of any of the rights or benefits to which employees may be entitled thereunder.

(j) Each member of the AVEX Group has complied in all material respects with the requirements of COBRA.

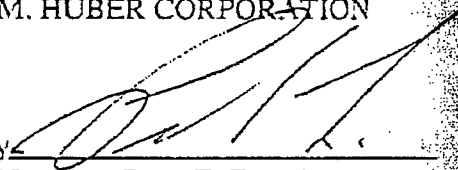
* Section 3.14 Proprietary Rights. Schedule 3.14.1 (i) identifies U.S. patents related to the business of the AVEX Group and which are owned by Seller or any member of the AVEX Group, (ii) identifies registered trademarks related to the business of the AVEX Group and which are owned by Seller or any member of the AVEX Group, (iii) identifies trademark applications related to the business of AVEX and owned by AVEX, and (iv) identifies each license which any of the AVEX Group has granted to any third party with respect to its Intellectual Property. Except as set forth in the Schedule 3.14.1 to the knowledge of Seller, there is no pending or threatened against any of the AVEX Group any claim by any third party contesting the validity, enforceability, use or ownership of any of its Intellectual Property. Trademarks listed in Schedule 3.14.1(ii) will be assigned by Seller to Purchaser using the form disclosed in Schedule 3.14.2. Patents listed under Schedule 3.14.1(i) shall be assigned by Seller to Purchaser using the form disclosed in Schedule 3.14.3.

Section 3.15 Contracts

(a) Schedule 3.15(a) lists all outstanding written contracts (except for usual and ordinary purchase orders executed in the normal course of business and except for

IN WITNESS WHEREOF, the parties hereto have caused this Stock Purchase Agreement to be duly executed as of the day and year first above written.

J.M. HUBER CORPORATION

By 
Name: Peter T. Francis
Title: Board Chair, President and
Chief Executive Officer

BENCHMARK ELECTRONICS, INC

By 
Name: Gayla J. Delly
Title: Treasurer

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SCHEDULE 3.14.1
Patent, Trademark and Copyright Registrations and Claims

- i. U.S. Patents
4,426,683
4,442,781
4,533,994

- ii. Registered Trademarks
AVEX U.S. Registration No. 1606750
AVEX Swedish Registration No. 322376

- iii. Trademark Applications
AVEX and Design U.S. Application No. 75/467944

- iv. IP Licenses
Tradename Cross License Agreement 8/12/88

