## 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
T. J. Cope, Inc.		09/30/2005	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Allied Tube & Conduit Corporation				
Street Address:	16100 S. Lathrop Avenue				
City:	Harvey				
State/Country:	ILLINOIS				
Postal Code:	60426				
Entity Type:	CORPORATION: DELAWARE				

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1605606	AICKINCLAMP
Registration Number:	2472146	AICKINGRATE
Registration Number:	1606445	AICKINSTRUT
Registration Number:	1604707	AICKINSTRUT
Registration Number:	2485930	CAT TRAY
Registration Number:	2460247	CENTIPEDE

#### **CORRESPONDENCE DATA**

Fax Number: (609)806-2951

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

Phone: 6097205466

Email: bjackson@tyco.com Montgomery W. Smith Correspondent Name: Address Line 1: 212 Carnegie Center

Suite 301 Address Line 2:

Princeton, NEW JERSEY 08540 Address Line 4:

**TRADEMARK REEL: 003187 FRAME: 0230** 

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ATTORNEY DOCKET NUMBER:	00196:E - 00214:E			
NAME OF SUBMITTER:	Montgomery W. Smith			
Signature:	/Montgomery Smith/			
Date: 11/03/2005				
Total Attachments: 2 source=Assignment TJ Cope to Allied Tube#page1.tif source=Assignment TJ Cope to Allied Tube#page2.tif				

TRADEMARK REEL: 003187 FRAME: 0231

#### **ASSIGNMENT**

THIS ASSIGNMENT, made effective as of the 30th day of September, 2005, by T.J. Cope, Inc., a corporation incorporated under the laws of the State of Delaware, United States of America, having offices at Iron Bridge Corporate Center, 9 Iron Bridge Drive, Collegeville, Pennsylvania 19426 (hereinafter called "Assignor") in favor of Allied Tube & Conduit Corporation, a corporation incorporated under the laws of the State of Delaware, United States of America, having offices at 16100 S. Lathrop Avenue Harvey Illinois 60426 (hereinafter called "Assignee");

#### WITNESSETH

WHEREAS, Assignor has developed, conceived, acquired or otherwise owns certain intellectual property (hereinafter referred to as "Assigned Intellectual Property") which includes: (a) all domestic and foreign patents and patent applications worldwide, including without limitation all counterparts thereof in any country of the world and all reissues, divisions, continuations, continuations-in-part, renewals and extensions of the foregoing (collectively, "Assigned Patent Rights"), which are owned by Assignor, including the right to claim the benefit of any priority dates or provisional applications relating thereto under any applicable laws, and any renewal, substitute or reissue thereof, for the full term for which the same may be granted, specifically including, without limitation, the patents and patent applications identified in Addendum A attached hereto; and (b) all domestic and foreign trademarks, service marks, trade names, trade dress, labels, logos and all other names and slogans worldwide (collectively, "Assigned Trademarks") associated with any products or embodying associated goodwill of the business of Assignor related to such products, whether or not registered, and any applications or registrations therefor, and any associated goodwill incident thereto, owned by Assignor, including the right to use such Assigned Trademarks in regard to products and services in classes not yet utilized but relating to the business of Assignor, specifically including, without limitation, the registrations and applications for registration of the trademarks identified in Addendum A attached hereto; and (c) all intellectual property worldwide not within the definitions of Assigned patent Rights and Assigned Trademarks above, including without limitation any copyrights, know-how, trade secrets, software, and technology, associated with the business of Assignor or with any products, equipment, processes or activities by or for Assignor.

WHEREAS, Assignor wishes to assign such Assigned Intellectual Property to Assignee and Assignee wishes to accept the assignment of such Assigned Intellectual Property;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for and in consideration of payment by Assignee to Assignor of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor by these presents hereby assigns and transfers to Assignee, and any successors, assigns, nominees and/or legal representatives of Assignee, the entire right, title and interest of Assignor in and to said Assigned Intellectual Property.

Assignor further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale, and that Assignor will, upon Assignee's request, promptly execute and deliver to Assignee or its legal representative any and all papers or instruments required to maintain and enforce said Assigned Intellectual Property which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, Assignor and Assignee, by their respective duly authorized officers, have executed this assignment effective the day and year first above written.

ASSIGNOR:

T.J. COPE, INC.

Name: Ryan K. Stafford

Title: Vice President

ASSIGNEE:

**ALLIED TUBE & CONDUIT CORPORATION** 

By: Westers A Ternassek

Name: Wesley A. Tomaszek

Title: Vice President

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## **ADDENDUM A**

# **Assigned Intellectual Property**

The Assigned Intellectual Property includes, without limitation, the following specifically identified patents, trademarks and applications therefor in the countries indicated:

### **Assigned Patent Rights**

Country	Appln. <u>Number</u>	Filing Date (MM/DD/YY)	Patent <u>Number</u>	Grant Date (MM/DD/YY)	<u>Title</u>
USA	06/912,963	26 Sep 86	4,695,019	22 Sep 87	Non-Metallic Strut System
USA	07/097,685	17 Sep 87	4,783,040	8 Nov 88	Non-Metallic Strut System
USA	09/506,133	17 Feb 00	6,438,025	11/19/02	Modular Center Spine Cable Tray System

## **Assigned Trademarks**

<u>Trademark</u>	Country	Appln.No.	Reg. No.	Class
AICKINCLAMP	Canada	657468	394451	n/a
AICKINCLAMP	Japan	1990-12348	2719364	13
AICKINCLAMP	USA	74/000933	1605606	20
AICKINGRATE	USA	75/691810	2472146	19
AICKINSTRUT	Canada	657476	422136	n/a
AICKINSTRUT	France	003062326	003062326	17, 19, 20, 22
AICKINSTRUT	Germany	A47839/19Wz	1710210	19, 20
AICKINSTRUT	Italy	39532C/90	589.680	19
AICKINSTRUT	U. Kingdom	1416065	1416065	19
AICKINSTRUT	ÜSA	74/000932	1606445	20
AICKINSTRUT and Design	USA	74002298	1604707	20
CAT TRAY	USA	75/761834	2485930	6
CENTIPEDE	USA	75/690894	2460247	6

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RECORDED: 11/03/2005