

09-06-2005
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To the Director of the U. S. Patent and Trademark Office

the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Parallax Power Components, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 29, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Buckingham Capacitor, Inc.

Internal

Address: _____

Street Address: 167 John Vertente Blvd.

City: New Bedford

State: MA

Country: USA Zip: 03745

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,988,810

2,022,578

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Aerofilm; Aeromax

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan J. Messer

Internal Address: Sherrard, German & Kelly, P.C.

28th Floor

Street Address: 620 Liberty Avenue

City: Pittsburgh

State: PA Zip: 15222

Phone Number: 412-355-0200

Fax Number: 412-261-6221

Email Address: sjm@sgkpc.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

08-25-05

Date

Susan J. Messer

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/02/2005 6TOM11 0000067 198810

01 FC:8521

02 FC:8522

40.00 OP
25.00 OP

TRADEMARK
REEL: 003216 FRAME: 0758

ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into as of this 29th day of July, 2005 (“Effective Date”), by and between **Parallax Power Components, LLC** (hereinafter “ASSIGNOR”), having a place of business at 167 John Vertente Boulevard, New Bedford, Massachusetts 03745 and **Buckingham Capacitor, Inc.** (hereinafter “ASSIGNEE”), having a having a place of business at 167 John Vertente Boulevard, New Bedford, Massachusetts 03745.

WHEREAS, pursuant to an Asset Purchase Agreement dated July 29, 2005, Assignee desires to acquire Assignor’s interest, if any, in the trademarks and trademark registrations listed in Exhibit A hereto.

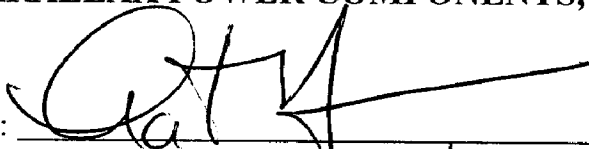
NOW, THEREFORE, for good and valuable consideration paid to ASSIGNOR by ASSIGNEE, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign, remise, release and quitclaim to ASSIGNEE its entire right, if any, in and to the trademarks and trademark registrations listed in Exhibit A hereto, as well as any and all other trademarks, service marks and trade names used in or in connection with ASSIGNOR’s business or products together with the goodwill, if any, of ASSIGNOR’s business symbolized thereby. ASSIGNOR also hereby assigns, remises, releases and quitclaims to ASSIGNEE any rights of ASSIGNOR to sue any third parties for any past infringement of the Marks, and to prosecute and renew such applications and registrations in the United States Patent and Trademark Office.

Notwithstanding the above terms of assignment, ASSIGNOR expressly excludes from this Assignment the Trademarks shown in Exhibit B, together with the goodwill of the business associated therewith and symbolized thereby, the registrations therefor, and all foreign rights associated therewith. After the execution of this Assignment, ASSIGNOR will retain all rights in the Trademarks shown in Exhibit B hereto.

After the execution of this Assignment, at the request and expense of ASSIGNEE, but without additional consideration to the ASSIGNOR, the ASSIGNOR will execute and deliver to the ASSIGNEE such further lawful instruments of conveyance, transfer and assignment, and take such other actions within its power, as the ASSIGNEE may reasonably require to convey and deliver to ASSIGNEE whatever rights are transferred by this Assignment, to perfect the ASSIGNEE's title to the Marks, and to otherwise give full effect to this Assignment.

This Assignment is binding on the ASSIGNOR and its respective successors and assigns, and inures to the benefit of the ASSIGNEE and its successors and assigns.

PARALLAX POWER COMPONENTS, LLC

By: 
Name: Nathan T. Mazurek
Title: Authorized Person
Dated: 7/29/05

STATE OF NEW YORK
~~COMMONWEALTH OF PENNSYLVANIA~~ :
: ss:
COUNTY OF NEW YORK :

Before me, a Notary Public in and for the said County and Commonwealth personally appeared NATHAN T. MAZUREK, who acknowledged that he is the person who executed the foregoing assignment and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 29th day of July, 2005.

[NOTARIAL SEAL]

Judith A. Hofrichter
Notary Public

JUDITH A. HOFRICHTER
Notary Public, State of New York
No. 01HO4748064
Qualified in Queens County
Commission Expires March 30, 2007

{W0202492.1}
DM_US\8232820.v1

TRADEMARK
REEL: 003216 FRAME: 0760

EXHIBIT A



A. ISSUED UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>
AEROFILM	1,988,810	USA
AEROMAX	2,022,578	USA

B. ISSUED FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>
AEROVOX	83861	Benelux
AERO M	8176633738	Brazil
AEROVOX	003479064	Brazil
AEROFILTER	365556	Canada
AEROFOIL	357931	Canada
AEROKRAFT	362713	Canada
AEROMATIC	362083	Canada
AEROPAK	362611	Canada
AEROSTOR	365555	Canada
AEROVAR	357932	Canada
AEROVOX M	363561	Canada
AERO M	445583	Canada
AEROVOX	120537	Colombia
AEROVOX	VR 1990 07696	Denmark
AEROVOX	388761	India
AEROVOX	65917	Israel
AERO M	453162	Mexico
ACCU-VAR	475564	Mexico
AEROVOX	47633	Philippines
AEROVOX	64810	Spain
AEROVOX	227 269	Sweden
AEROVOX	13,636	Venezuela
AEROVOX (& Design)	540569	Italy
AEROVOX	222107	Italy

EXHIBIT B

MARK	REGISTRATION NO.	COUNTRY
	2,833,684	USA
	2,816,150	USA
PPC	2,804,109	USA

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