

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
Teledyne Technologies Incorporated		04/10/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturing Services Group, Inc.		
Street Address:	105 Route 101A Unit#7		
Internal Address:	Amherst Business Center		
City:	Amherst		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03031		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2017346	UNICOTE	
Registration Number:	1527939	UNICOTE	
CORRESPONDENCE DATA			
Fax Number:	(508)831-0955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	508-757-7721		
Email:	PFCoppinger@sederlaw.com		
Correspondent Name:	Philip F. Coppinger		
Address Line 1:	339 Main Street		
Address Line 2:	Seder & Chandler, LLP		
Address Line 4:	Worcester, MASSACHUSETTS 01608		
ATTORNEY DOCKET NUMBER:	38214 MSG		
NAME OF SUBMITTER:	Philip F. Coppinger		

OP \$65.00 2017346

Signature:

/Philip F. Coppinger/

Date:

07/21/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made by and between Teledyne Technologies Incorporated, a Delaware corporation (the "Assignor") and Manufacturing Services Group, Inc., a Massachusetts corporation (the "Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the following United States and foreign trademarks (the "Trademarks"):

Registration No.	Title	Jurisdiction
2,017,346	UNICOTE	United States
000011627	UNICOTE	EU
1,527,939	UNICOTE AND DESIGN	United States

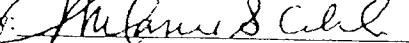
WHEREAS, Assignee is desirous of acquiring all of Assignor's entire right, title and interest in and to the Trademarks and the goodwill associated therewith, including its right to sue and collect for past infringement thereof.

NOW THEREFORE, subject to Assignor's security interest in the Trademarks pursuant to the Security Agreement dated April 10, 2006 between Assignor and Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, and intending to be legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Trademarks and the goodwill associated therewith, including Assignor's right to sue for and collect damages and other recoveries for past infringement thereof, the same to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this assignment not been made.

And for consideration aforesaid, Assignor agrees that it will, upon request, execute and deliver to Assignee any and all additional papers and generally do all other and further lawful acts deemed necessary by Assignee to record the assignment of the Trademarks and to otherwise carry out the terms of this Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed this 10th day of April, 2006.

TELEDYNE TECHNOLOGIES
INCORPORATED

By: 

Name: Melanie S. Cibik

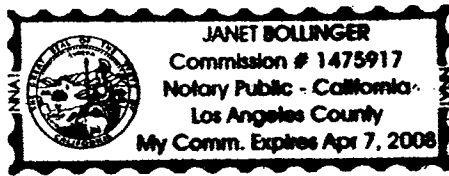
Title: Vice President, Associate
General Counsel and
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On July 10, 2006 before me, Janet Bollinger, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Melanie S. Cibik
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Janet Bollinger
Signature of Notary Public

OPTIONAL

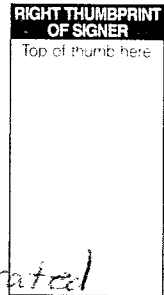
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Assignment Agreement
Document Date: April 10, 2006 Number of Pages: 2
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: Melanie S. Cibik
- Individual
 - Corporate Officer — Title(s): VP Assoc. General Counsel + Assistant Secretary
 - Partner — Limited General
 - Attorney-in-Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: Teledyne Technologies Incorporated