

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
Deutsch Engineered Connecting Devices		06/22/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Butterfly Wendel US, Inc.		
Street Address:	3850 Industrial Avenue		
City:	Hemet		
State/Country:	CALIFORNIA		
Postal Code:	92545		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0806635		
Registration Number:	0698914		
Registration Number:	1063717		
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
ATTORNEY DOCKET NUMBER:	918,800-1		
NAME OF SUBMITTER:	Michelle L. Gursky		

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Signature:

/Michelle L. Gursky/

Date:

08/10/2006

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is effective as of the Closing Date (as defined in the APA) (the "Effective Date") by and between The Deutsch Company, a California corporation ("TDC"), Deutsch Engineered Connecting Devices, a California corporation ("ECD") (each of TDC and ECD an "Assignor" and collectively the "Assignors") and Butterfly Wendel US, Inc., a Delaware corporation ("Assignee").

RECITALS

A. ECD and Assignee are parties to that certain Asset Purchase Agreement, dated April 25, 2006 ("APA").

B. Assignee desires to acquire from Assignors, and Assignors desire to transfer to Assignee, the Intangibles in accordance with the APA and pursuant to the terms and conditions provided in this Assignment.

C. All capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the APA.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration herein and in the APA, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows.

AGREEMENT

1. **Assignment.** Subject to certain third-party licenses, including without limitation the DMC Trademarks License and the two Dagan Licenses, as described in the APA, Assignors hereby sell, assign, convey, transfer, grant, set over, and relinquish to Assignee and its successors and assigns any and all of Assignors' rights, title, and interest in, to, and under the Intangibles set forth on Schedules A and B attached hereto, including any and all goodwill associated therewith, as well as the right to sue for all causes of action, rights, and remedies arising under any of the foregoing (all of the preceding collectively referred to as the "Assigned Rights").

2. **Patent and Trademark Office Authorization.** Assignors hereby authorize and request the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents and/or trademarks, or any legal equivalent thereof to issue any and all patents and trademarks (or their legal equivalents) on the Assigned Rights or any applications described in this Assignment to Assignee and its successors and assigns, in accordance with this Assignment. Assignors further grant and transfer to Assignee power to cause Assignee's name to be substituted for each Assignor's name, as applicable, as applicant for registrations on the Assigned Rights, when Assignee reasonably determines it is necessary or required and at Assignee's expense, so that applications for registrations on any Assigned Rights may proceed in the name of Assignee.

3. **Further Assurances.** Each Assignor shall (i) at Assignee's request, provide Assignee with all known, pertinent facts and documents, including, but not limited to, prosecution histories and files, under such Assignor's custody, possession, or control relating to the Assigned Rights;

(ii) execute and deliver to Assignee or its legal representative any and all papers, instruments, or affidavits required to implement or perfect this Assignment or to apply for, obtain, prosecute, and maintain registrations of the Assigned Rights; and (iii) take all acts and execute and deliver any documents, papers, assignments, or instruments necessary to affect the assignment of the Intangibles to Assignee.

4. **Registration and Enforcement.** In furtherance of this Assignment, subject to the terms and provisions of the APA, each Assignor hereby acknowledges that, from the Effective Date forward, Assignee has succeeded to all of such Assignor's rights, title, interest, and standing (i) to institute and prosecute all suits and proceedings or take any actions that may be necessary or proper to collect, assert, or enforce any claim, right, title, or cause of action of any kind under any and all of the Assigned Rights, whether arising before or after the Effective Date, (ii) to defend and compromise any and all such actions, suits, or proceedings relating to the Assigned Rights and (iii) to exploit the Assigned Rights as one sees fit.

5. **Severability.** If any provision or provisions of this Assignment shall be held to be invalid, illegal or unenforceable, (i) such provision shall be enforced to the fullest extent permitted by applicable law in accordance with the intent of the parties, (ii) the remaining provisions shall not in any way be affected or impaired and (iii) the parties shall negotiate in good faith a valid, lawful, and enforceable substitute provision that most nearly reflects the parties' original intent or provide an equitable adjustment in the event no such provision can be added.

6. **Waiver.** No delay or omission in exercising any right, power, or remedy pursuant to a breach or default by a party shall be considered a waiver of such right, power, or remedy, either currently or with respect to a future breach or default. Any waiver of any kind by a party must be in writing, shall be effective only to the extent set forth in such writing, and shall not operate or be construed as a waiver of any subsequent breach.

7. **Entire Agreement.** The entire agreement between the parties regarding the subject matter herein is incorporated in this Assignment and in the APA, which supersede all prior discussions and agreements between the parties relating to the subject matter herein. This Assignment may be modified only by a written amendment duly signed by persons authorized to sign agreements on behalf of the parties and shall not be supplemented or modified by any course of dealing or trade usage.

8. **Governing Law.** The construction, validity, and performance of this Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Assignment or any transactions contemplated by this Assignment.

9. **Counterparts.** This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[NEXT PAGE IS SIGNATURE PAGE]

SCHEDULE A**ECD'S INTELLECTUAL PROPERTY****United States Patent Applications**

Application Number	Filing Date	Title	Attorneys
11/133,820	05/19/2005	Fuel Injector Connector	Hogan & Hartson
11/134,828	05/19/2005	Sleeveless Stamped and Formed Socket Contact	Hogan & Hartson
11/387,149	03/21/2006	Backshell Device for A Connector	Hogan & Hartson
60/703,816	07/28/2005	Passive Equalization in Contacts (PROVISIONAL APP)	Hogan & Hartson
60/707,321	08/10/2005	A Design Improvement or Modification to a High-Temperature Glassed Filled Composite MIL-DTL-38999 Series III Military Light-Weight Backshell, which can be Added to the Harness After the Connector is Wired, Facilitating Harness Manufacturing for a Straight, 45 or 90 Degree Backshell that can be Shielded or Unshielded Utilizing a Braid Sock, and is Attached by Means of Tie Wraps and Bandits, which Allows the User to Remove Part or All of the Backshell Once the Backshell is Securely Installed (Provisional Application)	Hogan & Hartson
60/710,759	08/24/2005	A Unique .050 Centerline Interconnection System is Connector is Composite and Utilizes a User Friendly Snap Together Mating System Molded in without Cumbersome Jackscrews (Provisional Application)	Hogan & Hartson
60/716,912	09/13/2005	Composite Backshell for Threaded Plug Shells which Works on Metallic or Composite Connectors and Utilizes a Rear Threaded Interface to Interface with Backshell Accessories (Provisional Application)	Hogan & Hartson
60/717,009	09/13/2005	High Temperature Composite Connector Integrating a Lightweight Removable Backshell which can be Added to the Harness After the Connector is Wired and is Adjustable to a 0, 45 or 90 Degree Position that Accommodates Shielding or No Shielding and is Attached to the Connector with a Metal Bandit, while the Cable is Tied Down and Secured to the Backshell with Tie Wraps for Strain Relief (Provisional Application)	Hogan & Hartson
60/717,003	09/13/2005	A 100 Ohm Differential Impedance MIL-DTL-29600 Military Interconnection System with Four Differential Pairs Arranged for Minimal Reflection and Maximum Transmission Using Plated Inserts as a Ground Surface for Each Differential Pair, and Minimal Size using Lightweight, Plated Composite Shells, Environmental and Fluid Resistant Inserts, with Insertion/Removal Environmentally Sealed Contacts for High Speed Data Transmission (Provisional Application)	Hogan & Hartson
60/723,397	10/04/2005	A High Temperature Glassed Filled Composite Light-Weight Backshell (Provisional Application)	Hogan & Hartson

Application Number	Filing Date	Title	Attorneys
Not filed yet - will be non-provisional application of 60/707,321		Backshell Device for a Connector (Provisional Application)	Hogan & Hartson

Foreign Patent Applications

Patent Number	Date	Title	Attorneys
EPO - serial number pending	01/27/2006	Fuel Injector Connector	Hogan & Hartson Viering Jentschura & Partner (agent)

United States Trademarks

Reg. Number	Trademark	Attorneys
U.S. 0,806,635	Design mark - Letter "D" in Morse Code: one dash followed by two dots with configuration of goods shown in dotted lines	Greenberg Traurig
U.S. 0,698,914	Design mark - Little Man with Left Foot Up	Greenberg Traurig
U.S. 1,063,717	Design mark - Little Man with Left Foot Up	Greenberg Traurig

Domain Names

deutschecd.net
 deutschdao.com
 deutschdao.net
 deutschai.net
 deutschai.com
 deutscheis.com
 deutscheis.net
 deutschipd.net