

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
The Deutsch Company		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:	2133779	DEUTSCH POWERLOK	
Registration Number:	2192535	DEUTSCH CABLELOK	
Registration Number:	1063757		
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		

CH \$90.00 2133779

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]

IN WITNESS WHEREOF, the parties have executed this Assignment as indicated below.

THE DEUTSCH COMPANY

DEUTSCH ENGINEERED CONNECTING DEVICES

By: WE Holler

By: WE Holler

Name: William E. Holler

Name: William E. Holler

Title: Vice President

Title: Vice President - Finance

BUTTERFLY WENDEL US, INC.

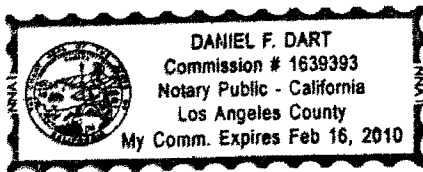
By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 2 day of June 2006, there appeared before me WE Holler, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of The Deutsch Company and Deutsch Engineered Connecting Devices.



[Signature]
Notary Public

[SIGNATURE PAGE TO BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, the parties have executed this Assignment as indicated below.

THE DEUTSCH COMPANY

DEUTSCH ENGINEERED CONNECTING DEVICES

By:

By:

Name: William E. Holler

Name: William E. Holler

Title: Vice President

Title: Vice President - Finance

BUTTERFLY WENDEL US, INC.

By: Jeff Albers

Name: JEFF ALBERS

Title: AUTHORIZED PERSON

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this ___ day of _____, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of The Deutsch Company and Deutsch Engineered Connecting Devices.

Notary Public

[SIGNATURE PAGE TO BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT]

SCHEDULE B**TDC'S INTELLECTUAL PROPERTY****Live United States Patents**

Patent Number	Filing Date	Inventor	Title	Attorneys
5,785,545	07/28/98	Holt	Connector for Joining Two Electrical Connection Assemblies	Pretty, Schroeder, Brueggemann & Clark

United States Trademarks and Tradenames

Reg. Number	Trademark	Attorneys
U.S. 2,133,779	DEUTSCH POWERLOK	Michael Crapenhoft: Hogan & Hartson, McLean, VA
U.S. 2,192,535	DEUTSCH CABLELOK	Audrey Reed: Hogan & Hartson, McLean, VA
U.S. 1,918,700	DEUTSCHLOK	Audrey Reed: Hogan & Hartson, McLean, VA
Pending	DEUTSCHLITE	Valerie Brennan: Hogan & Hartson, McLean, VA
U.S. 1,063,757	Design mark - Little Man with Right Foot Up	Greenberg Traurig

TDC also has certain common law rights in the unregistered trade name "Deutsch."

Foreign Trademarks

Reg. Number	Trademark	Attorneys
Benelux 053792	The "DEUTSCH MAN" Block Letters	Greenberg Traurig
Germany 793 092	The "DEUTSCH MAN" Block Letters	Greenberg Traurig
United Kingdom 834644	The "DEUTSCH MAN" Block Letters & Design	Greenberg Traurig
Japan 1,892,577	The "DEUTSCH MAN" Block Letters	Greenberg Traurig
Australia 626111	Little Man with Right Foot Up	Greenberg Traurig
Benelux 53791	Little Man with Right Foot Up	Greenberg Traurig
Canada TMA 135316	Little Man with Right Foot Up	Greenberg Traurig
China 852587	Little Man with Right Foot Up	Greenberg Traurig
Germany 793072	Little Man with Right Foot Up	Greenberg Traurig
France 1406671	Little Man with Right Foot Up	Greenberg Traurig
Hong Kong 1995/10719	Little Man with Right Foot Up	Greenberg Traurig
Hong Kong 1997/08280	Little Man with Right Foot Up	Greenberg Traurig
Indonesia 355500	Little Man with Right Foot Up	Greenberg Traurig
Japan 1,698,827	Little Man with Right Foot Up	Greenberg Traurig
Japan 1,096,371	Little Man with Right Foot Up	Greenberg Traurig
South Korea 323689	Little Man with Right Foot Up	Greenberg Traurig
South Korea 327486	Little Man with Right Foot Up	Greenberg Traurig
Sweden 106477	Little Man with Right Foot Up	Greenberg Traurig

Singapore T94/05113	Little Man with Right Foot Up	Greenberg Traurig
Taiwan 00696388	Little Man with Right Foot Up	Greenberg Traurig
Italy App. No. 2399/2002 RM (Previous Reg. No. 414776)	Design -Little Man	Greenberg Traurig
United Kingdom 834645	The DEUTSCHMAN and Picture	Greenberg Traurig
United Kingdom 834646	The DEUTSCHMAN and Picture	Greenberg Traurig
United Kingdom 834647	The DEUTSCHMAN and Picture	Greenberg Traurig
United Kingdom 834648	The DEUTSCHMAN and Picture	Greenberg Traurig
United Kingdom 834650	Little Man with Right Foot Up	Greenberg Traurig
United Kingdom 834651	Little Man with Right Foot Up	Greenberg Traurig
United Kingdom 834652	Little Man with Right Foot Up	Greenberg Traurig
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