

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
Emerson Network Power Connectivity Solutions, Inc.		11/08/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Asset Management Associates of New York Inc.		
Street Address:	117 Whites Lane		
City:	Southampton		
State/Country:	NEW YORK		
Postal Code:	11968		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2398911	512 ULTIMATE	
CORRESPONDENCE DATA			
Fax Number:	(201)531-9249		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jhelenek@att.net		
Correspondent Name:	John Helenek		
Address Line 1:	P.O. Box 250		
Address Line 4:	Rutherford, NEW JERSEY 07070-0250		
ATTORNEY DOCKET NUMBER:	3598/15 DISB CODE 079		
NAME OF SUBMITTER:	Monica B. Richman		
Signature:	/monica b. richman/		
Date:	11/22/2006		

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Total Attachments: 4

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ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS is made as of this 8th day of November, 2006 by Emerson Network Power Connectivity Solutions, Inc., a Delaware corporation ("Assignor"), to Asset Management Associates of New York Inc., a New York corporation ("Assignee").

Emerson Telecommunications Products LLC, a Delaware limited liability company and indirect owner of Assignor ("ETP"), and Assignee are parties to an Acquisition Agreement, dated as of November 8, 2006 (the "Acquisition Agreement"), pursuant to which ETP has agreed to cause Assignor to sell to Assignee, and Assignee has agreed to buy from Assignor, the Purchased Assets, including without limitation the Intellectual Property Rights.

Assignor desires to irrevocably grant, transfer and assign to Assignee, and Assignee desires to accept the grant, transfer and assignment of, all of Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names which are Purchased Assets and listed on Schedule A annexed hereto and incorporated herein by this reference (the "Transferred Marks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Acquisition Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably grants, transfers and assigns to Assignee, and Assignee hereby accepts the grant, transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Transferred Marks, and all rights to sue for counterclaim, and recover for past, present and future infringement of any Transferred Mark, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Assignor hereby agrees to execute or procure any further necessary assurance of its title to the Transferred Marks; and, upon the reasonable request of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect Assignee's rights to the Transferred Marks in Assignee, its successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer all said Transferred Marks to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment of Marks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Marks shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles.

Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Acquisition Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Assignment of Patents to be duly executed and delivered as of the day and year first set forth above.

ASSET MANAGEMENT ASSOCIATES OF NEW YORK INC.

EMERSON NETWORK POWER CONNECTIVITY SOLUTIONS, INC.

By: [Signature]
Name: Charles S. Holmes
Title: President

By: _____
Name: _____
Title: _____

STATE OF New York }
 } ss:
CITY OF New York }

STATE OF _____ }
 } ss:
CITY OF _____ }

On this 8th day of November, 2006, before me, a Notary Public, personally appeared Charles S. Holmes, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

On this 8th day of November, 2006, before me, a Notary Public, personally appeared _____, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.
Sarah Hewitt
Notary Public in and for said County and State

Witness my hand and official seal.

Notary Public in and for said County and State

My Commission Expires _____

My Commission Expires _____

SARAH HEWITT
Notary Public, State of New York
No. 31-4780160
Qualified in New York County
Commission Expires September 4, 2009

IN WITNESS WHEREOF, the parties have caused this Assignment of Marks to be duly executed and delivered as of the day and year first set forth above.

**ASSET MANAGEMENT ASSOCIATES
OF NEW YORK INC.**

By: _____

Name: _____

Title: _____

**EMERSON NETWORK POWER
CONNECTIVITY SOLUTIONS, INC.**

By: _____

Name: JAMES D SWITZER

Title: ATTORNEY IN FACT

STATE OF _____ }
 } ss:
CITY OF _____ }

On this 8th day of November, 2006, before me, a Notary Public, personally appeared _____, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public in and for said County and State

My Commission Expires _____

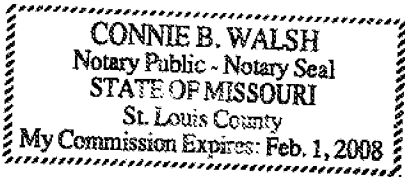
STATE OF MISSOURI }
 } ss:
CITY OF ST. LOUIS }

On this 8th day of November, 2006, before me, a Notary Public, personally appeared Jim Switzer, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.
Connie Walsh

Notary Public in and for said County and State City

My Commission Expires _____



Schedule A

Transferred Marks

Mark	Registration Jurisdiction	Application No.	Filing Date	Registration Number	Registration Date	Status
512 Ultimate & Design	United States	75401881	December 8, 1997	2398911	October 31, 2000	
LODAN LODAN WEST (& Design)	Mexico			654736		Registered
LODAN	EU			1127646		Registered

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