

ASSIGNMENT

This Assignment is made effective as of November 21, 2006 by and between Arrow Electronics, Inc. ("Arrow"), a New York corporation having an address at 25 Hub Drive, Melville, NY, and Wyle Laboratories, Inc. ("Laboratories"), a Delaware corporation having an address at 128 Maryland Street, El Segundo, CA

Whereas, pursuant to a License Agreement dated December 22, 1994, Wyle Electronics ("Electronics") granted to Laboratories a world-wide royalty-free license to use marks incorporating "WYLE LABORATORIES", and assumed certain rights and obligations with respect thereto;

Whereas in the year 2000, Arrow acquired the assets of Electronics and assumed its rights and obligations under said License Agreement;

Whereas Laboratories pursuant to said License Agreement has continuously used, and presently uses, various marks which incorporate WYLE LABORATORIES, as exemplified by the following U.S. registrations which show title in the name of Arrow:

2125993
2129270
2125992
2023091

Whereas Arrow no longer uses any WYLE marks in its own commercial operations and is desirous of terminating its rights and obligations under said License Agreement; and

Whereas Laboratories is desirous of acquiring title to said aforementioned registrations and to Arrow's residual rights to use marks incorporating WYLE;

Now, therefore, the parties agree as follows:

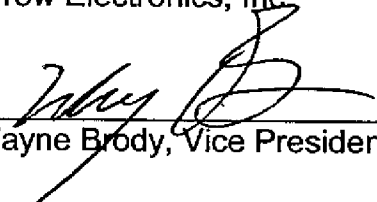
1. Arrow hereby assigns to Laboratories all of its right, title, and interest in and to all WYLE marks, including without reservation, the following U.S. registrations:

U.S. Registrations 2125993
2129270
2125992
2023091

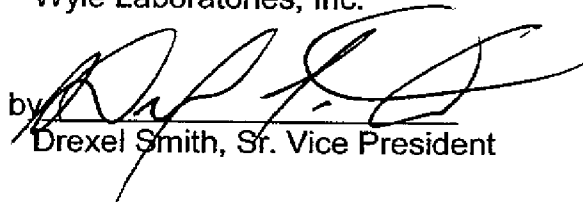
together with the goodwill of the business with which each such mark is used or associated.

2. Laboratories and Arrow each hereby respectively release the other, as of the effective date of this Agreement, from any forward going obligations created by said License Agreement.

Arrow Electronics, Inc.

by 
Wayne Brody, Vice President

Wyle Laboratories, Inc.

by 
Drexel Smith, Sr. Vice President