

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/19/2001		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Industrial Controls Distributors Inc.		12/20/2006	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	ICD Holdings LLC		
Street Address:	1776 Bloomsbury Ave		
City:	Wanamassa		
State/Country:	NEW JERSEY		
Postal Code:	07712		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2441837	PID INC.	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-446-4800		
Email:	hsmith@kirkland.com		
Correspondent Name:	Hayley Smith, Sr. Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	153 East 53rd Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	ICD 1		
NAME OF SUBMITTER:	Hayley Smith		

CH \$40.00 2441837

Signature:

//Hayley Smith//

Date:

12/21/2006

Total Attachments: 3

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of November 19, 2001 ("Effective Date") by and between Industrial Controls Distributors Inc., a New Jersey corporation ("Assignor"), and ICD Holdings LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Assignee and certain other entities and persons named therein are parties to that certain Contribution Agreement dated November 19, 2001 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor agreed to assign to Assignee, and Assignee agreed to acquire from Assignor, certain assets, including the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (the "Mark"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, free and clear of any and all Liens (as defined in the Agreement), all right, title and interest in and to the Mark, for the United States and for all foreign countries and multinational jurisdictions, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated with any of the foregoing, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]

SCHEDULE A

U.S. TRADEMARK REGISTRATION

Mark	Reg. No.	Reg. Date
PID INC. and Design	2,441,837	4/10/01

**SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives.

**INDUSTRIAL CONTROLS
DISTRIBUTORS INC.**



Name: Mark Abraham

Title: Vice President of Marketing

Date: 12/20/06

ICD HOLDINGS LLC



Name: Joseph Eichelberger

Title: CEO

Date: 12/20/06