

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 Ludlow Company LP		12/29/2006	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Precision Interconnect, Inc.		
Street Address:	10025 SW Freeman Court		
City:	Wilsonville		
State/Country:	OREGON		
Postal Code:	97070		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2866148	COMFORT	
CORRESPONDENCE DATA			
Fax Number:	(650)361-5623		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-361-2483		
Email:	mgerstne@tycoelectronics.com		
Correspondent Name:	Marguerite E. Gerstner		
Address Line 1:	307 Constitution Drive		
Address Line 2:	MS R20/2B		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	LUDLOW TO PI		
NAME OF SUBMITTER:	Marguerite E. Gerstner		
Signature:	/meg/		

CH \$40.00 2866148

Date:

05/03/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT

WHEREAS THE LUDLOW COMPANY LP, a Delaware limited partnership (hereinafter "Assignor"), the full address of whose principal office or place of business is 273 Corporate Drive, Portsmouth, New Hampshire 03801, is the owner of Trademarks (as defined below) that are solely related to the Precision Interconnect Business (as defined below) of PRECISION INTERCONNECT, INC. (hereinafter, "Assignee"), including but not limited to the Trademarks identified on the attached Schedule A;

WHEREAS Assignor wishes to assign to Assignee all right, title and interest Assignor has in the Assigned Marks (as defined below);

WHEREAS Assignee, a Nevada corporation, the full address of whose principal office or place of business is 10025 SW Freeman Court, Wilsonville, Oregon 97070, is desirous of acquiring the aforementioned rights to said Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants and conditions contained herein, the sum of ten dollars (\$10.00) paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. DEFINITIONS.

a. "Trademarks" shall mean common law trademarks, registered trademarks, applications to register trademarks, intent-to-use applications and other registrations and applications related to trademarks.

b. "Precision Interconnect Business" shall mean Assignee's business of providing cable assemblies to connect diagnostic and test instrumentation equipment for medical and instrumentation original equipment manufacturers.

c. "Assigned Marks" shall mean any and all Trademarks Assignor owns as of the Effective Date that are solely related to the Precision Interconnect Business, whether or not said Trademarks appear on Schedule A.

d. "Effective Date" shall mean the date upon which a duly authorized officer of Assignor executes this Agreement on behalf of Assignor.

2. **ASSIGNMENT.** Assignor by these presents, does hereby sell, assign, and transfer to Assignee its full right, title and interest, including common law rights, in the United States of America and in all countries and jurisdictions of the world, in, to and under said Assigned Marks, together with the goodwill of the business symbolized by the Assigned Marks, all renewal rights in said Assigned Marks, and Assignor's ongoing and existing business, or portion thereof, to which the Assigned Marks pertain, to be held and enjoyed by Assignee as fully and entirely as they would have been held and enjoyed by Assignor if this sale and assignment had not been made, including all claims, demands, and rights of recovery that Assignor has or may have in profits and damages for past and future infringements, if any, and

all rights to compromise, sue for, and collect such profits and damages and the right to seek and obtain injunctive relief, as well as the right to invoke and claim the right of priority provided by the Paris Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, or under any other convention, protocol or law of any country which may be applicable to such Assigned Marks.

3. CONSENT. Assignor hereby consents that a copy of this assignment shall be deemed a full and formal equivalent of any assignment, consent to file, or like document, which may be required in any country or region for recordation purposes for any of the foregoing rights conveyed herein.

4. COVENANTS BY ASSIGNOR.

a. Assignor and Assignee recognize and acknowledge that Schedule A may contain inaccuracies, including but not limited to (i) the omission of Trademarks that are owned by Assignor and are solely related to the Precision Interconnect Business, or (ii) the inclusion of Trademarks that are not owned by Assignor. Assignor hereby covenants to take any and all actions and execute such documents as are necessary to reflect Assignee's ownership interest in the Assigned Marks, as of the Effective Date of this Agreement, as conveyed herein.

b. Assignor hereby further covenants that it will, upon Assignee's request, promptly execute and deliver to Assignee or its legal representative any and all papers or instruments required to maintain, enforce or vest title in the Assigned Marks in Assignee or which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, said Assignor has caused this assignment to be executed under the hands of its duly authorized officer, in the City of Princeton, New Jersey:

Assignor: THE LUDLOW COMPANY LP

Signature: [Handwritten Signature]

Date: December 29, 2006

Name: Timothy J. Flanigan

Title: VP

The above signature was notarized as follows:

State of: NEW JERSEY

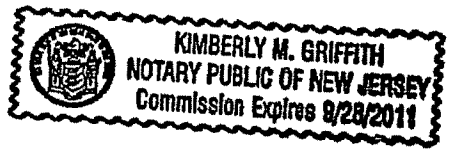
County of: Mercer

On this 29th day of December, 2006, before me personally came Tim Flanigan to me personally known, known to me to be the person described in and who executed the foregoing assignment, and acknowledged to me that the execution of the same was a free act and deed.

Kimberly M. Griffith
Printed Name of Notary

Kimberly M. Griffith
Signature of Notary

Notary Seal:



SAID ASSIGNEE has caused this assignment to be acknowledged and accepted under the hands of its duly authorized officer, in the City of Princeton, New Jersey:

Assignee: PRECISION INTERCONNECT, INC.

Signature: 

Date: 9/12/29/06

Name: John S. Jenkins, Jr.

Title: Vice President

The above signature was notarized as follows:

State of: NEW JERSEY

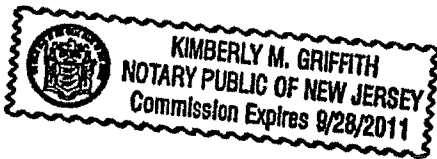
County of: Mercer

On this 29th day of December, 2006, before me personally came John Jenkins to me personally known, known to me to be the person described in and who executed the foregoing assignment, and acknowledged to me that the execution of the same was a free act and deed.

Kimberly Griffith
Printed Name of Notary

Kimberly M. Griffith
Signature of Notary

Notary Seal:



Schedule A

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status
COMFORT	European Community	3044658	3-Feb-03	3044658	8-Dec-04	Registered
COMFORT	India	1170395	24-Jan-03	1170395	24-Jan-03	Registered
COMFORT	Taiwan	092005123	14-Dec-04	1072705	7-Nov-05	Registered
COMFORT	United States	76/488583	20-Jan-03	2866148	1-Dec-03	Registered
COMFORT	Korea	40-2004-56493	3-Feb-03	638102	27-Jul-04	Registered

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