

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
Phelps Dodge Industries, Inc.		10/31/2007	CORPORATION: DELAWARE
Phelps Dodge Corporation		10/31/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	General Cable Technologies Corporation
Street Address:	Four Tesseneer Drive
City:	Highland Heights
State/Country:	KENTUCKY
Postal Code:	41076
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2534090	BONDEZE
Registration Number:	1448788	C.L.I.C.
Registration Number:	0608648	DAGLAS
Registration Number:	0672323	GRIP-EZE
Registration Number:	1393861	IMIDEZE
Registration Number:	0652675	NYLEZE
Registration Number:	0717806	POLY-THERMALEZE
Registration Number:	2070033	QUANTUM SHIELD
Registration Number:	2084095	QUANTUM SHIELD
Registration Number:	2536264	SODEREZE
Registration Number:	1921723	THERMALEZE
Registration Number:	2333923	TOUGHWIRE
Registration Number:	0870791	A.P. BONDEZE

CH \$390.00 2534090

Registration Number:	0870790	ARMORED POLYTHERMALEZE
Registration Number:	2896075	

CORRESPONDENCE DATA

Fax Number: (215)832-5745
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-569-5745
Email: spitz@blankrome.com
Correspondent Name: Megan E. Spitz
Address Line 1: One Logan Square
Address Line 2: 9th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	040006-00182
NAME OF SUBMITTER:	Megan E. Spitz
Signature:	/Megan E. Spitz/
Date:	11/08/2007

Total Attachments: 16
source=assignment#page1.tif
source=assignment#page2.tif
source=assignment#page3.tif
source=assignment#page4.tif
source=assignment#page5.tif
source=assignment#page6.tif
source=assignment#page7.tif
source=assignment#page8.tif
source=assignment#page9.tif
source=assignment#page10.tif
source=assignment#page11.tif
source=assignment#page12.tif
source=assignment#page13.tif
source=assignment#page14.tif
source=assignment#page15.tif
source=assignment#page16.tif

INTELLECTUAL PROPERTY ASSIGNMENT

ASSIGNMENT OF TRADEMARKS, PATENTS AND INTELLECTUAL PROPERTY LICENSES (the "Assignment") made as of October 31, 2007 by Phelps Dodge Corporation, a New York corporation ("PDC") with offices at One North Central Avenue, Phoenix, Arizona 85004-2306, and Phelps Dodge Industries, Inc., a Delaware corporation ("PDI"), with offices at One North Central Avenue, Phoenix, Arizona 85004-2306 ("Assignors"), to General Cable Technologies Corporation, a Delaware corporation, with offices at 4 Tesseneer Drive, Highland Heights, KY 41076 ("Assignee").

WHEREAS, Freeport-McMoRan Copper & Gold Inc., a Delaware corporation, PDC, PDI, Habirshaw Cable and Wire Corporation, a New York corporation, and Assignee are parties to the Stock Purchase Agreement, dated as of September 12, 2007 (the "Agreement") providing for the execution and delivery of this Assignment (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, in accordance with the Agreement, Assignors desire to sell, assign, transfer, convey and deliver to Assignee and Assignee desires to purchase, acquire and accept from Assignors, all of Assignors' right, title and interest in the registered and unregistered marks as set forth on Schedule I (collectively, the "Assigned Marks"), and in the patents and patent applications set forth on Schedule II (collectively: the "Assigned Patents") and assume any obligations in the licenses as set forth on Schedule III (collectively: the "Assigned Licenses"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignors' right, title, and interest in and to the Assigned Marks and the Assigned Patents and assume any obligations in the Assigned Licenses;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound hereby, agree as follows:

Assignors do hereby sell, assign, transfer, convey and deliver to Assignee all right, title and interest of Assignors in and to the Assigned Marks, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens, other than Permitted Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignors have or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made. For the avoidance of any doubt the Assignors and the Assignee explicitly agree that the scope of the sale, assignment, transfer, conveyance and delivery of the unregistered Assigned Marks is limited to: a) the development, design, manufacture, marketing, distribution, installation or sale of copper, aluminum and/or fiber optic wire and cable products for the energy, construction, consumer,

telecommunications, natural resources and other industry sectors (the "Business") or b) any goods in International Class 9 and corresponding national or local classes.

Assignors do hereby sell, assign, transfer, convey and deliver to Assignee all right, title and interest of Assignors in and to the Assigned Patents, including without limitation the right to make, to use, to sell and to offer for sale the inventions of the Assigned Patents throughout the world, and any divisions, continuations, continuations-in-part, and renewals thereof and foreign counterparts thereof, free and clear of all Liens, other than Permitted Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignors have or may have in profits and damages for past, present and future infringements or misappropriations of the Assigned Patents, whenever and wherever occurring, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if the Assignment had not been made.

Assignors do hereby sell, assign and transfer to the Assignee, and the Assignee hereby acquires from the Assignors and assumes, free and clear of all Liens, other than Permitted Liens, all of the Assignors' right, title, interest and obligations of Assignors in the Assigned Licenses.

At any time after the date of this Assignment, Assignors hereby agree that Assignors shall and shall cause their affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of this Assignment.

Assignors hereby request the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Marks and/or Assigned Patents (as applicable), as assignee of the entire right, title and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignors shall execute and deliver such documents and take such other actions as are reasonably requested by Assignee and are necessary to carry out the intent of this Assignment, including, but not limited to, making any necessary filings with any applicable governmental entity and using its commercially reasonable efforts to permit the Assignee to have the full benefit of this Agreement and the Assigned Marks in jurisdictions where the applicable governmental authorities do not permit similar marks to overlap and co-exist.

This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more

counterparts have been signed by each of the parties and delivered (by telecopy or otherwise) to the other parties.

Notwithstanding anything to the contrary contained in this Assignment, except for capitalized terms where a definition is provided herein, in the event of any conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall govern.

This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

The headings in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark and patent issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

PHELPS DODGE CORPORATION

By: _____

Name: Kathleen L. Quirk

Title: Executive Vice President

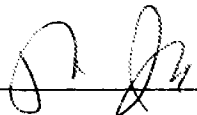
PHELPS DODGE INDUSTRIES, INC.

By: _____

Name: Timothy R. Snider

Title: President

GENERAL CABLE TECHNOLOGIES
CORPORATION


By:  _____

Name: Robert J. Siverd

Title: Executive Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

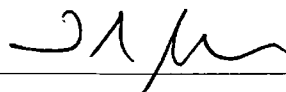
PHELPS DODGE CORPORATION

By: 

Name: Kathleen L. Quirk

Title: Executive Vice President

PHELPS DODGE INDUSTRIES, INC.

By: 

Name: Timothy R. Snider

Title: President

GENERAL CABLE TECHNOLOGIES
CORPORATION

By: _____

Name: Robert J. Siverd

Title: Executive Vice President

SCHEDULE I

Trademarks and Trademark Applications

Country	Mark	Status	Registration or application No.	Renewal Date / Filing date	Owner or Applicant
Argentina	[Phelps Dodge Global Symbol]	Registered	1,910,687	Jan. 16, 2013	Phelps Dodge Corporation
Brazil	[Phelps Dodge Global Symbol]	Registered	822476070	Feb. 13, 2017	Phelps Dodge Corporation
Brazil	Armored Poly Thermaleze 2000	Registered	6563635	June 10, 2017	Phelps Dodge Corporation
Brazil	Quantum Shield	Registered	820545430	Dec. 14, 2009	Phelps Dodge Corporation
Brazil	Thermaleze N	Registered	6462960	Sept. 25, 2016	Phelps Dodge Industries, Inc.
Canada	[Phelps Dodge Global Symbol]	Registered	644441	July 15, 2020	Phelps Dodge Corporation
Canada	A.P. Bondeze(*)	Registered	174384	Feb. 12, 2016	Phelps Dodge Industries, Inc.
Canada	Poly-Thermaleze(*)	Registered	129484	Jan. 11, 2008	Phelps Dodge Industries, Inc.
Canada	Quantum Shield (*)	Registered	510695	April 12, 2014	Phelps Dodge Industries, Inc.

Country	Mark	Status	Registration or application No.	Renewal Date / Filing date	Owner or Applicant
Chile	[Phelps Dodge Global Symbol]	Registered	632171	June 7, 2012	Phelps Dodge Corporation
Chile	Poly-Thermaleze	Registered	782047 (Orig. Reg. 470508)	Oct. 25, 2016	Phelps Dodge Industries, Inc.
China	[Phelps Dodge Global Symbol]	Registered	3039967	Feb. 26, 2013	Phelps Dodge Corporation
China	Armored Polythermaleze	Registered	1738053	March 27, 2012	Phelps Dodge Industries, Inc.
China	Bondeze	Registered	1738052	March 27, 2012	Phelps Dodge Industries, Inc.
China	Quantum Shield	Registered	1291178	July 6, 2009	Phelps Dodge Industries, Inc.
Colombia	[Phelps Dodge Global Symbol]	Registered	265169	Jan. 1, 2013	Phelps Dodge Corporation
Costa Rica	[Phelps Dodge Global Symbol]	Registered	143353	Jan. 13, 2014	Phelps Dodge Corporation
Ecuador	[Phelps Dodge Global Symbol]	Registered	25903	Sept. 25, 2013	Phelps Dodge Corporation

Country	Mark	Status	Registration or application No.	Renewal Date / Filing date	Owner or Applicant
El Salvador	[Phelps Dodge Global Symbol]	Registered	17 Book 187	Sept. 30, 2014	Phelps Dodge Corporation
European Community	Quantum Shield	Registered	740621	Feb. 6, 2008	Phelps Dodge Industries, Inc.
European Community	[Phelps Dodge Global Symbol]	Registered	2504892	Dec. 17, 2011	Phelps Dodge Corporation
Guatemala	[Phelps Dodge Global Symbol]	Registered	2001-09214	March 19, 2013	Phelps Dodge Corporation
Hong Kong	Bondeze	Registered	B1273/1993	Dec. 27, 2011	Phelps Dodge Industries, Inc.
Hong Kong	Quantum Shield	Registered	200006983	Jan. 23, 2015	Phelps Dodge Industries, Inc.
Hong Kong	Thermaleze	Registered	B1272/1993	Dec. 27, 2011	Phelps Dodge Industries, Inc.
Hong Kong	[Phelps Dodge Global Symbol]	Registered	200305305	June 22, 2008	Phelps Dodge Corporation
India	[Phelps Dodge Global Symbol]	Pending	1063280	Nov. 27, 2001	Phelps Dodge Corporation

Country	Mark	Status	Registration or application No.	Renewal Date / Filing date	Owner or Applicant
Mexico	[Phelps Dodge Global Symbol]	Registered	750626	Nov. 29, 2011	Phelps Dodge Corporation
Mexico	Quantum Shield(*)	Registered	573758	Jan. 22, 2008	Phelps Dodge Industries, Inc.
Panama	[Phelps Dodge Global Symbol]	Registered	118747	Dec. 20, 2011	Phelps Dodge Corporation
Peru	[Phelps Dodge Global Symbol]	Registered	79676	April 19, 2012	Phelps Dodge Corporation
Thailand	[Phelps Dodge Global Symbol]	Registered	165164	Dec. 20, 2011	Phelps Dodge Corporation
Taiwan	Quantum Shield	Registered	913717	Nov. 16, 2010	Phelps Dodge Industries, Inc.
Venezuela	Poly-Thermaleze	Registered	F-045757	Aug. 16, 2013	Phelps Dodge Industries, Inc.
Venezuela	Quantum Shield	Registered	P-220419	June 2, 2010	Phelps Dodge Industries, Inc.
Venezuela	[Phelps Dodge Global Symbol]	Registered	P255372	Nov. 1, 2014	Phelps Dodge Corporation
Venezuela	Formvar	Registered	55451-F	June 13, 2009	Phelps Dodge Industries, Inc.

Country	Mark	Status	Registration or application No.	Renewal Date / Filing date	Owner or Applicant
United Kingdom	Bendeze	Registered	867448	July 30, 2009	Phelps Dodge Industries, Inc.
United Kingdom	Daglas	Registered	867449	July 30, 2009	Phelps Dodge Industries, Inc.
United Kingdom	Nyleze	Registered	867452	July 30, 2009	Phelps Dodge Industries, Inc.
United Kingdom	Poly-Thermaleze	Registered	835503	June 6, 2007 [in grace period]	Phelps Dodge Industries, Inc.
United Kingdom	Sodereze	Registered	867453	July 30, 2009	Phelps Dodge Industries, Inc.
USA	Bondeze(*)	Registered	2534090	Jan. 29, 2012	Phelps Dodge Industries, Inc.
USA	C.L.I.C.(*)	Registered	1448788	July 21, 2007 [in grace period]	Phelps Dodge Industries, Inc.
USA	Daglas(*)	Registered	608648	July 12, 2015	Phelps Dodge Industries, Inc.
USA	Grip-Eze(*)	Registered	672323	Jan. 6, 2009	Phelps Dodge Industries, Inc.
USA	Imideze(*)	Registered	1393861	May 20, 2016	Phelps Dodge Industries, Inc.

Country	Mark	Status	Registration or application No.	Renewal Date / Filing date	Owner or Applicant
USA	Nyleze(*)	Registered	652675	Oct. 8, 2007	Phelps Dodge Industries, Inc.
USA	Poly-Thermaleze(*)	Registered	717806	July 4, 2011	Phelps Dodge Industries, Inc.
USA	Quantum Shield(*)	Registered	2070033	June 10, 2017	Phelps Dodge Industries, Inc.
USA	Quantum Shield & Design(*)	Registered	2084095	July 29, 2017	Phelps Dodge Industries, Inc.
USA	Sodereze(*)	Registered	2536264	Feb. 5, 2012	Phelps Dodge Industries, Inc.
USA	Thermaleze(*)	Registered	1921723	Sept. 26, 2015	Phelps Dodge Industries, Inc.
USA	Toughwire(*)	Registered	2333923	March 21, 2010	Phelps Dodge Industries, Inc.
USA	A.P. Bondeze	Registered	870,791	June 10, 2009	Phelps Dodge Industries, Inc.
USA	Armored Polythermaleze	Registered	870,790	June 10, 2009	Phelps Dodge Industries, Inc.
USA	[Phelps Dodge Global Symbol]	Registered	2,896,075	Oct. 19, 2014	Phelps Dodge Corporation

Country	Mark	Status	Registration or application No.	Renewal Date / Filing Date	Owner or Applicant
Zambia	[Phelps Dodge Global Symbol]	Registered	791/2001	June 22, 2008	Phelps Dodge Corporation
Worldwide	Phelps Dodge International Corporation	Unregistered	N/A	N/A	
Worldwide	Phelps Dodge International Corp.	Unregistered	N/A	N/A	
Worldwide	PDIC	Unregistered	N/A	N/A	

(*)subject to an intellectual property license with Rea Magnet Wire Company, Inc., dated February 10, 2006 (Schedule III) until February 10, 2008



= [Phelps Dodge Global Symbol]

SCHEDULE II

Patents and Patent Applications¹

Title	Countries	Patent No.	Date of Issue	Owner
Pulsed Voltage Surge Resistant Magnet Wire	USA	6,060,162	May 9, 2000	Phelps Dodge Industries, Inc.
Abrasion Resistant Coated Wire	USA	6,319,604	Nov. 20, 2001	Phelps Dodge Industries, Inc.
Polyamideimide compositions	USA	6,914,093	July 5, 2005	Phelps Dodge Industries, Inc
Pulsed Voltage Surge Resistant Magnet Wire	USA	6,180,888	Jan. 30, 2001	Phelps Dodge Industries, Inc
Solid Magnet Wire Winding Lubricants	USA	5,942,473	Aug. 24, 1999	Phelps Dodge Industries, Inc
Pulsed Voltage Surge Resistant Wire	Taiwan	99215	Nov.20, 1998	Phelps Dodge Industries, Inc
Pulsed Voltage Surge Resistant Magnet Wire	USA	5,654,095	Aug. 5, 1997	Phelps Dodge Industries, Inc
Pulsed Voltage Surge Resistant Magnet Wire	Hungary	224392	July 18, 2005	Phelps Dodge Industries, Inc

¹ A number of those patents are subject to an intellectual property license with Rea Magnet Wire Company, Inc., dated February 10, 2006 (Schedule III)

Title	Countries	Parent No.	Date of Issue	Owner
Pulsed Voltage Surge Resistant Magnet Wire	Canada	2204498	Nov. 29, 2005	Phelps Dodge Industries, Inc
Abrasion Resistant Coated Wire	Mexico	229939	Aug. 12, 2005	Phelps Dodge Industries, Inc
Pulsed Voltage Surge Resistant Magnet Wire	Taiwan	124128	April 24, 2001	Phelps Dodge Industries, Inc

Title	Countries	Patent Application No.	Filing Date	Applicant
Polyamideimide Compositions having multifunctional core structures	USA	11/153986	June 16, 2005	J.J.Xu (=inventor)
Abrasion Resistant Coat Wire	Canada	2312883	June 29, 2000	Phelps Dodge Industries, Inc.
Abrasion Resistant Coat Wire	Brazil	PI0002659.0	July 7, 2000	Phelps Dodge Industries, Inc.
Pulse Voltage Surge Resistant Magnet Wire	Thailand	31834	June 7, 1996	Phelps Dodge Industries, Inc.
Pulsed Voltage Surge Resistant	Thailand	31833	June 7, 1996	Phelps Dodge Industries, Inc.

Title	Country	Patent Application No.	Filing Date	Applicant
Magnet Wire				
Polyamideimide Compositions	China	2824958.5	Oct. 16, 2002	Phelps Dodge Industries, Inc.
Polyamideimide Compositions	India	00486/KOLN PO4	Oct. 16, 2002	Phelps Dodge Industries, Inc.

SCHEDULE III

Licenses

Intellectual Property License Agreement by and between Phelps Dodge Industries, Inc.
and Rea Magnet Wire Company, Inc. dated February 10, 2006.