

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Cable Technologies Corporation		07/05/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Cable Technologies Corporation
<b>Street Address:</b>	Four Tesseneer Drive
<b>City:</b>	Highland Heights
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	41076
<b>Entity Type:</b>	Joint Owner (Corporation organized in the state of Delaware):

<b>Name:</b>	Panduit Corp.
<b>Street Address:</b>	17301 Ridgeland Avenue
<b>City:</b>	Tinley Park
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60477
<b>Entity Type:</b>	Joint Owner (Corporation organized in the state of Delaware):

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3146973	PANGEN
Registration Number:	3256922	PANGEN

**CORRESPONDENCE DATA**

Fax Number: (215)832-5539  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215-569-5539  
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 Correspondent Name: Sean W. Dwyer

CH \$65.00 3146973

Address Line 1: One Logan Square  
Address Line 2: 9th Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	105966-00801
NAME OF SUBMITTER:	Sean W. Dwyer
Signature:	/Sean W. Dwyer/
Date:	03/17/2008

Total Attachments: 12  
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JAN 28, 2005

PANDUIT LEGAL DEPT.

PANDUIT/GENERAL CABLE  
STRUCTURED CABLING SOLUTIONS

PANGEN<sup>TM</sup>

SYSTEM WARRANTY PROGRAM

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*STRUCTURED CABLING SYSTEM  
PANDUIT/GENERAL CABLE AGREEMENT*

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**PanGen**<sup>TM</sup>  
STRUCTURED CABLING SOLUTIONS

SCS Panduit/General Agreement  
V 1.0

TRADEMARK  
REEL - 003740 FRAME - 0074

**PanGen™**

THIS AGREEMENT is by and between

Panduit Corp.,  
17301 Ridgeland Avenue,  
Tinley Park, Illinois 60477  
hereinafter "Panduit"

and

General Cable Industries, Inc.  
4 Tessencer Drive  
Highland Heights, KY 41076-9753  
hereinafter "General"

WHEREAS, the parties desire to provide their mutual customers with a structured cabling system warranty as set forth in Panduit's and General's PanGen System Warranty certificate; and

WHEREAS, General and Panduit agree to the following conditions for implementing, administering and supporting this system warranty.

NOW THEREFORE the parties agree as follows:

**SYSTEM WARRANTY COVERAGE AND REQUIREMENTS (PRODUCT PERFORMANCE)**

1. Each party agrees to warrant its products per the terms and conditions of the "PanGen System Warranty" (which term includes both the PanGen System Warranty certificate and the associated PanGen Warranty Guide) in effect at the time the warranty commitment is made to the customer, subject to conformance with paragraph 1 of "GENERAL WARRANTY ISSUES" below, provided that General has given advance written approval of the form of such PanGen System Warranty
2. Each party agrees that the PanGen System Warranty V 1.0 form (copy attached as Appendix A) is in effect and approved for Panduit and General as of the effective date of this agreement.
3. Each party agrees that its affiliates as listed in Appendix B are also bound by this agreement.

## JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement is by and between Panduit Corp., 17301 Ridgeland Avenue, Tinley Park, Illinois 60477, (hereinafter, "Panduit"), and General Cable Industries Inc., 4 Tesseneer Drive, Highland Heights, Kentucky 41078-9753 (hereinafter, "General Cable").

1. **The Project**: Panduit and General Cable desire to work together to define, specify, engineer and produce the Products (which are defined below) with the understanding that General Cable will manufacture the Products and sell them to Panduit. Panduit agrees not to enter into Joint Development Agreements with third party cable manufacturers for the Products as listed on attachment A with the exception of conditions described in Section 7.7 (including sub-sections a, b, and c). General Cable also agrees to not enter into Joint Development Agreements with another manufacturer of network connectivity products for the Products with the exception of conditions described in Section 7.8. Further, General Cable and Panduit may sell Products to third parties but only with Panduit or General Cable's labels and brand names; neither party may private-label Products for any third party (except as described in Section 7.8)

### 2. **Definitions**

2.1. "Intellectual Property Rights" means all current and future trade secrets, know how, copyrights, patents, patent applications, and other patent rights, trademark rights, service mark rights, and any and all other intellectual property rights now known or hereinafter recognized in any jurisdiction.

2.2. "Independently Owned Intellectual Property" means all Intellectual Property Rights owned solely by or licensed to (with the right to sublicense on a royalty-free, global and perpetual basis) either party prior to or independently of any work performed under this Joint Development Agreement. An initial list of Independently Owned Intellectual Property that is specific to the Products as defined in this JDA and Record Sketches will be reviewed by Panduit and General Cable at the start of the Project. This initial list of Independently Owned Intellectual Property is each company's best efforts to compile this information, but may not include all the Independently Owned Intellectual Property of each party at the time or include Independently Owned Intellectual Property that is in process or in some stage of completion. Additional, relevant Independently Owned Intellectual Property and Record Sketches may be added to the list as the Project progresses. All Independently Owned Intellectual Property shall continue to be owned independently by the respective party.

2.3. "Jointly Owned Intellectual Property" means all Intellectual Property Rights to the Products developed pursuant to and as a result of work performed under this Joint Development Agreement. Jointly Owned Intellectual Property expressly

excludes either party's Independently Owned Intellectual Property; provided, however, that if a party's Independently Owned Intellectual Property is incorporated into, has been used or is necessary for the permitted use by the other party of Jointly Owned Intellectual Property, the other party shall have the right to use such Independently Owned Intellectual Property (on a royalty-free, global and perpetual basis and with the right to sublicense) but only to the extent necessary to utilize the Jointly Owned Intellectual Property in the manufacture, sale and use of Products.

- 2.4. "Products" shall mean the product(s) listed on Exhibit A, and additional products as may be added to Exhibit A from time to time in a written agreement signed by both parties.
- 2.5. "Supply Agreement" means the commercial agreement signed by the parties on July 2, 2007.

### 3. Product Development Responsibilities

- 3.1. The parties agree to work together in good faith to specify, design, engineer and produce the Products. To that end, the parties shall mutually agree to a project schedule for the development of each Product (each a "Project Schedule"), which will be subject to the terms of this Agreement. Each Project Schedule will include defined deliverables and milestones.
- 3.2. General Cable agrees to provide sufficient dedicated process engineering personnel and equipment to meet a Project Schedule and to dedicate one Project Manager to each Project. General Cable will also dedicate production time for trial runs required to meet a Project Schedule.
- 3.3. Panduit agrees to be responsible for providing sufficient dedicated design engineering personnel, project management personnel, and equipment to meet a Project Schedule, provided that the design engineering personnel will have full access to General Cable's facilities.
- 3.4. Each party agrees to provide sufficient lab testing equipment and personnel to support the cable development, prototyping and production qualification in order to meet a Project Schedule.
- 3.5. The parties will agree to a budget as part of each Project Schedule. Each party agrees to be responsible for fifty percent (50%) the full manufacturing cost of process trials. Except as otherwise stated herein, each party agrees to be responsible for its own costs and expenses incurred during a Project Schedule.

#### 4. Tooling and Equipment

- 4.1. General Cable agrees to arrange and pay for the appropriate machinery, equipment and tooling necessary to manufacture the Products (hereinafter, the "Equipment") if an adequate return on any new capital required can be achieved.
- 4.2. All right, title and interest in the Equipment will be the property of General Cable unless ownership is transferred to Panduit in accordance with Section 4.4.
- 4.3. General Cable agrees to maintain all Equipment in good condition and repair, and will be solely responsible for all maintenance, conditioning and repair costs associated with it.
- 4.4. If General Cable at any time: (a) makes an assignment for the benefit of creditors, (b) files a proceeding under any bankruptcy, reorganization, involuntarily liquidates or dissolves, or (c) discontinues manufacturing Products or sells its Product manufacturing capabilities to another entity, then General Cable will give Panduit an opportunity to purchase all or part of the Equipment at a fair and reasonable price unless General Cable is sold to a third party. If sold to a third party, General Cable will make a best effort to have this contract fulfilled by this third party.

#### 5. Sale of Products to Panduit

- 5.1. General Cable agrees that it will manufacture and sell the Products to Panduit under the terms and conditions of the Supply Agreement. If any terms of the Supply Agreement conflict with terms set forth in this Joint Development Agreement, the terms of this Joint Development Agreement shall prevail and apply. General Cable agrees to sell the UTP Cat 6a, small diameter (<.310") horizontal cable Product to Panduit at Target Prices of cost plus 10%, or a maximum of \$430/1000 ft box for plenum, \$200/1000 ft. box for riser. Prices are subject to adjustments for copper and compound costs per the formula set forth in Attachment A of the Supply Agreement Contact (#C2527) with an inherent Target Scrap Rate of 10% (to be achieved by the end date of the Project Schedule) built into these Target Prices. If the Target Scrap Rate is not yet achieved by the end date of the Project Schedule and Panduit and General Cable agree, the UTP Cat 6a, small diameter (<.310") horizontal cable Products may be sold to Panduit at the Target Prices plus an additional amount paid by Panduit that is equal to fifty percent (50%) of the scrap value over and above the Target Scrap Rate. The Project is not complete until the Target Prices, listed above, are achieved without any additional cost, i.e. scrap above 10%, to Panduit for the UTP Cat 6a, small diameter (<.310") horizontal cable Products. Minimum purchase requirements apply only to the Products that have achieved the targets above.

- 5.2. Each Project Schedule will include minimum annual purchase commitments by Panduit from General Cable for Products developed pursuant to the Project Schedule. The UTP Cat 6a, small diameter (<.310") horizontal cable Products developed pursuant to this Agreement will be added to the Supply Agreement with annual purchase commitments from Panduit of the following: 2 million feet in 2008, 3 million feet in 2009, 4 million feet in 2010, and 5 million feet in 2011.

## 6. Confidentiality

In performing their responsibilities under this Agreement, any confidential or proprietary information that is exchanged or disclosed to the other party will be subject to the terms and conditions of the Confidentiality Agreement between the parties dated April 26, 2004.

## 7. Intellectual Property

- 7.1 Except as provided herein with respect to Jointly Owned Intellectual Property, neither party grants any express, implied, or other license or right to the other party with regard to its Independently Owned Intellectual Property
- 7.2 All Jointly Owned Intellectual Property will be equally owned by the parties. The parties agree to execute and file all documents necessary to effect and evidence joint ownership of the Jointly Owned Intellectual Property. Costs of registration will be shared equally between the parties.
- 7.3 Each party represents and warrants that to the best of its knowledge, products or product designs based on its Independently Owned Intellectual Property do not infringe any Intellectual Property Rights of any third party. Further, each party agrees to perform due diligence to ensure that Products based on the Jointly Owned Intellectual Property will not infringe any Intellectual Property Rights of any third party.
- 7.4 Panduit's Vice President of Technology and General Cable's Vice President and General Manager for Datacom Cables will decide whether to file any patent applications covering the Products. Should the parties agree to file any patent applications, the parties will mutually agree as to who is responsible for filing, prosecuting and/or maintaining the patent(s) and for the resulting expenses. Should either party decline to participate in the filing of such patent applications, the other party may do so independently and, in that event, any patents that may issue shall be owned by the filing party and any resulting Intellectual Property Rights shall be deemed Independently Owned Intellectual Property of the filing party.



- 7.5 Except as provided in Sections 7.6 or 7.10 below, neither party may transfer its interest in the Jointly Owned Intellectual Property without the other party's consent.
- 7.6 Prior to either party: (a) making an assignment for the benefit of creditors; or (b) files a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law; or (c) voluntarily or involuntarily liquidates or dissolves; or (d) discontinues the manufacture of Products (in the case of General Cable) or sale of Products (in the case of Panduit); then the party taking the above-listed action agrees to transfer all of its ownership interests in the Jointly Owned Intellectual Property to the other party without cost.
- 7.7 Neither party may license the Jointly Owned Intellectual Property to any third party, except as stated in this Section 7.7 or in Section 7.8.
- 7.7a For Products sold in the U.S. and Canada, Panduit has the right to license the Jointly Owned Intellectual Property to a third party for the purpose of having that third party manufacture the Products for Panduit if any of the following conditions are present: (a) General Cable declines to manufacture the Products; (b) General Cable fails to meet delivery commitments to Panduit in excess of thirty (30) days beyond defined lead times, as stated in the Supply Agreement, for the Products or (c) if General Cable fails to produce the Products to the agreed quality specifications. If Panduit licenses the Jointly Owned Intellectual Property to a third party in compliance with this Section 7.7a, then Panduit agrees to pay General Cable a royalty fee of 1% of Panduit's net sales of the Products that are not manufactured by General Cable, auditable on request by General Cable. Panduit may only license the Jointly-Owned Intellectual Property to a third party for production of Products sold to Panduit with Panduit's name on the Product. If General Cable is able to remedy the circumstances outlined in items (a), (b) or (c), above and product is qualified by Panduit, Panduit will purchase the product from General Cable, once other contractual obligations with other suppliers, not to exceed 180 days of supply, are met and if all conditions of this JDA and the Supply Agreement are in force.
- 7.7b. If General Cable has the correct Product for the target region, outside the U.S. and Canada, but cannot supply the Product at the Target Price plus 2% or adhere to items (a), (b), or (c) in section 7.7a and the Supply Agreement, Panduit has the right to license the Jointly Owned Intellectual Property to a third party for the purpose of having that third party manufacture the Products for Panduit for sale in regions outside of the United States and Canada provided that Panduit agrees to pay General Cable a royalty fee of 1% of Panduit's net sales of the Products that are not manufactured by General Cable, auditable on request by General Cable. Panduit may only license the Jointly owned Intellectual Property to a third party for production of Products sold to Panduit with Panduit's name on the Product. If General Cable is able to remedy the circumstances outlined in items (a), (b) or (c), above, is able to meet the Target Price plus 2% and product is qualified by

Panduit, Panduit will purchase the product from General Cable, once other contractual obligations with other suppliers, not to exceed 180 days of supply, are met and if all conditions of this JDA and the Supply Agreement are in force

- 7.7c If General Cable has the correct Product for the target region, outside the U.S. and Canada, and can supply the Product at the Target Price plus 2% and adhere to items (a), (b), or (c) in section 7.7a and the Supply Agreement, but Panduit elects to utilize an alternate source at a lower landed cost, Panduit has the right to license the Jointly Owned Intellectual Property to a third party for the purpose of having that third party manufacture the Products for Panduit for sale in regions outside of the United States and Canada provided that Panduit agrees to pay General Cable a royalty fee of 10% of Panduit's net sales of the Products that are not manufactured by General Cable, auditable on request by General Cable. Panduit may only license the Jointly owned Intellectual Property to a third party for production of Products sold to Panduit with Panduit's name on the Product.
- 7.8 If Panduit fails to meet the minimum purchase commitments as outlined in the Project Schedule, or if Panduit invokes its rights under Section 7.7 herein, then General Cable may utilize the Jointly-Owned Intellectual Property or license it to a third party for the purpose of manufacturing and selling Products to a third party connectivity manufacturer under a private label arrangement. If General Cable licenses the Jointly Owned Intellectual Property to a third party in compliance with this Section 7.8, then General Cable agrees to pay Panduit a royalty fee of 10% of General Cable's net sales of the Products manufactured by the third party licensee, auditable on request by Panduit.
- 7.9 If a third party raises a claim of patent or copyright infringement or raises a claim of misappropriation of any trade secret against either party regarding the Products or the Jointly Owned Intellectual Property, then the other party agrees to equally share in the expense of defending the claim and paying any settlement or judgment resulting from the claim. If the infringement claim relates exclusively or primarily to Products or Product features based on Independently Owned Intellectual Property of one party, then that party shall be solely responsible for defending the claim and satisfying any judgment or settlement.
- 7.10 Both parties agree to use reasonable efforts to monitor any third party infringements of the Jointly Owned Intellectual Property. Within two weeks of becoming aware of any potential infringement or misappropriation of any Jointly Owned Intellectual Property by a third party, the discovering party will notify the other party of the third party's potentially infringing activity in writing. If the parties mutually agree to pursue an action against the third party, both parties agree to equally share in the expense of the claim. If one party declines to participate in the prosecution of any third party infringement of the Jointly Owned Intellectual Property (herein the "declining party"), and the other party pursues the infringement claim at its own cost, such refusal by the declining party shall be deemed an abandonment by the declining party of its ownership rights in the

Jointly Owned Intellectual Property, and the declining party agrees to transfer all of its ownership interests in the Jointly Owned Intellectual Property to the other party without cost. Either party may forego their interest in any Jointly Owned Intellectual Property in exchange for a release and indemnification by the other party

- 7.11 In the event of litigation, the parties Patent Counsel will work together to manage the litigation.
- 7.12 Each party is required to notify the other party in writing of its own use of the Jointly Owned Intellectual Property if such use falls outside the scope of the Project.
- 7.13 Notwithstanding any of the other provisions of this agreement, Panduit's use of technology covered by the claims of U.S. Patent No. 5,767,441 in any sublicense agreement to another cable manufacturer will be subject to a negotiated royalty payment to General Cable. General Cable agrees that Panduit will receive Most Favored Nations treatment when it comes to establishing the rate of the royalty for U.S. Patent No. 5,767,441.

8. Dispute Resolution Process; Cancellation and Termination

- 8.1 Escalation. In the event that either party feels that the Project Schedule is not being met because the other party is not supplying sufficient support or in the event that a dispute arises, the matter shall first be escalated to Panduit's Product Line Manager, Copper Cable Products and General Cable's VP of Engineering, Datacom products in an attempt to settle such dispute through consultation and negotiation in good faith and a spirit of mutual cooperation. If they are unable to resolve the dispute, it shall escalate to Panduit's Vice President of Technology and General Cable's Product Manager, Premise Products. If the dispute still cannot be resolved, then Panduit's Group Vice President, Network Connectivity and Sales and Marketing and General Cable's Vice President and General Manager for Datacom Products will meet and attempt to resolve the dispute. Both parties agree that this escalation process is intended so that any disputes or difficulties encountered in this Joint Development Project will be settled through consultation by the parties and will not adversely affect the parties' previously established commercial relationship.
- 8.2 Exit Strategy. If the dispute still cannot be settled after going through the escalation process outlined in Section 8.1 above, either party may cancel this Joint Development Agreement without obligation or penalty, provided the other party is given 30 days written notice. In the event of cancellation, all work completed up to that time would be Jointly Owned Intellectual Property. In the event this cancellation section is executed i) General Cable may license the Jointly Owned Intellectual Property to a third party for sale of Products by paying Panduit a 1% royalty, and ii) Panduit may license the Jointly Owned Intellectual Property to a

third party for manufacture of Products to be sold by Panduit with Panduit's name on the Product by paying General Cable a 1% royalty. These royalty payments may be audited on request by the other party.

8.3 Termination. Either party may terminate this Agreement at any time by providing ninety (90) days prior written notice. The party electing to terminate this Agreement shall have the right to utilize the Jointly Owned Intellectual Property or license it to a third party for the purpose of manufacturing or selling Products. If the terminating party (the "licensor party") licenses the Jointly Owned Intellectual Property to a third party, then the licensor party agrees to pay the other party a royalty fee of 10% of the licensor party's net sales of the Products by the third party licensee, auditable on request by the other party. The party who did not initiate termination of this Agreement may also license the Jointly Owned Intellectual Property but at a royalty fee of 1%. If the party who did not initiate termination of the agreement licenses the Jointly Owned Intellectual Property to a third party for private label of the Products, the royalty fee is 1%. In the event of cancellation under Section 8.2 or termination under this Section 8.3, all work completed as of the date of cancellation or termination, as the case may be, of this Agreement shall be deemed Jointly Owned Intellectual Property.

9. Relationship of the Parties; Publicity

- 9.1 No agency, partnership, joint venture or employment relationship is or shall be created by virtue of this Joint Development Agreement.
- 9.2 Neither party shall use the name of the other party in any advertising, public relations or media release without the prior written consent of the other party.
- 9.3 This Joint Development Agreement does not constitute a license for either party to use any trademark, trade name or service mark owned or licensed by the other party or its respective affiliates.

10. General

- 10.1 Except as otherwise provided herein, neither party may assign this Joint Development Agreement or any of its rights hereunder without the written consent of the other party. Any prohibited assignment will be null and void and will constitute a material breach.
- 10.2 Any notice required or permitted to be given will be in writing, will be delivered by registered mail or by express courier, and will be delivered to the parties at the following addresses:

If to Panduit:	Panduit Corp. 10500 West 167 <sup>th</sup> Street Orland Park, IL 60467
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Attn: Phil Chandler

If to General Cable: General Cable  
4 Tesseneer Drive  
Highland Heights, Kentucky 41076  
Attn: Senior Vice President and General Manager of  
Datacom Products

- 10.3 This Agreement will be governed by Illinois law and any dispute which is not resolved through the process set forth in Section 8.1 above, will be referred to arbitration. Any arbitration shall take place in Chicago, Illinois under the auspices and following the Commercial Arbitration Rules of the American Arbitration Association. However, each party shall be entitled to seek injunctive relief in any court of competent jurisdiction.
- 10.4 The obligations contained in this Agreement which by their nature or their express terms extend beyond the term hereof shall survive the termination, cancellation or expiration of this Joint Development Agreement.
- 10.5 This Joint Development Agreement represents the entire understanding and agreement between the parties with respect to its subject matter. This Joint Development Agreement may be modified or amended only by written amendment signed by both parties.

Panduit Corp.

By:

John D. Tison

Title:

Vice President ~~Technology~~ Technology

Date:

7/5/07

General Cable Industries, Inc.

Gregory J. Saupert

Sr. VP & GM Datacom and Carol

7/2/07

**EXHIBIT A  
PRODUCTS**

UTP Cat 6a, small diameter (<.310") horizontal copper cable