

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
T & M IP Holding, LLC		05/01/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Element Electronics, LLC
Street Address:	701 Xenia Avenue South
Internal Address:	Suite 450
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55416
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78319372	ELEMENT
Serial Number:	77285930	E ELEMENT ELECTRONICS
Serial Number:	77029175	E ELEMENT ELECTRONICS
Registration Number:	3240773	ELEMENT
Registration Number:	3432494	E ELEMENT ELECTRONICS
Serial Number:	77216047	ELEMENT ELECTRONICS

CORRESPONDENCE DATA

Fax Number: (612)371-3207
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6123713211
 Email: tmg@lindquist.com
 Correspondent Name: Garrett Weber
 Address Line 1: 80 South Eighth Street
 Address Line 2: 4200 IDS Center

CH \$165.00 78319372

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 517057.0002

NAME OF SUBMITTER: Garrett Weber

Signature: /Garrett Weber/

Date: 10/27/2008

Total Attachments: 3

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AMENDED AND RESTATED ASSIGNMENT AGREEMENT

This Amended and Restated Agreement is made as of the 1 day of May, 2008, by Element Electronics LLC, having its principal place of business at 4400 Baker Road, Hopkins, Minnesota 55343 ("Assignee"), and T&M IP Holding, LLC, having its principal place of business at 4400 Baker Road, Hopkins, Minnesota 55343 ("Assignor"). This Agreement supersedes the Assignment Agreement entered into on May 1, 2008.

RECITALS:

As part of the consideration exchanged between the parties and their affiliates in various transactions, Assignor agreed to assign to Assignee all of Assignor's rights in certain trademarks, trade names, service marks, logotypes and related intellectual property, including all goodwill, and Assignor and Assignee desire to evidence that assignment and certain related undertakings.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. For good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignor, Assignor hereby assigns to Assignee all right, title and interest in the trade names, service marks, logotypes and related intellectual property, including all goodwill, described in Exhibit A to this Agreement (the "Assigned Rights and Intellectual Property"). Assignor will execute any additional documents reasonably requested by Assignee to evidence or give effect to that assignment, and will render such additional assistance as Assignee may reasonably request to perfect all such assignments and to protect the Assigned Rights and Intellectual Property. Such additional efforts may include, but are not limited to, the preparation and execution of the documents, in a form reasonably satisfactory to Assignee to (i) register trade names, service marks, logotypes and related intellectual property, and (ii) establish Assignor's prior use of Assigned Rights and Intellectual Property for all purposes, including registration, opposing registrations and making and pursuing claims of infringement of the Assigned Rights and Intellectual Property.
2. Assignor represents and warrants that Assignor owns all right, title and interest in the Assigned Rights and Intellectual Property free and clear of all liens, licenses, security interests, options, pledges, mortgages or other encumbrances.
3. Assignor will indemnify, defend and hold Assignee harmless against all loss, cost and expense arising from any breach of Assignor's obligations, representations or warranties under this Agreement.
4. Assignor will indemnify, defend and hold Assignee harmless against all loss, cost and expense arising from any breach of Assignor's obligations under this Agreement.
5. Should Assignee file a petition of any type as to its bankruptcy, be declared bankrupt, become insolvent, make an assignment for the benefit of creditors, or go into liquidation or receivership, at Assignor's request Assignee will assign to Assignor all Assignee's right, title and interest in the Assigned Rights and Intellectual Property then owned exclusively by Assignee (the "Re-Assigned Rights and Intellectual Property"), subject to any licenses or other agreements then in effect with third parties under which any third party is granted or has acquired any right in the Re-Assigned Rights and Intellectual Property. Assignor will execute any additional documents reasonably requested by Assignee to evidence or give effect to that assignment, and will render such additional assistance as Assignee may reasonably request to perfect all such assignments and to protect the Re-Assigned Rights and Intellectual Property. Such additional efforts may include, but are not limited to, the preparation and execution of the documents, in a form reasonably satisfactory to Assignee to (i) register any trade names, service marks, logotypes and related intellectual property, and (ii) establish Assignee's prior use of Re-Assigned Rights and Intellectual Property for all purposes, including registration, opposing registrations and making and pursuing claims of infringement of the Re-Assigned

Rights and Intellectual Property.

6. Each party acknowledges and agrees that the other party might suffer irreparable harm as a result of a breach of this Agreement for which money damages would be inadequate compensation. Accordingly, in addition to any other available remedies, each party may seek specific performance and/or injunctive or other equitable relief to enforce the other party's obligations under this Agreement, or to prevent the breach of this Agreement, without the obligation to post any bond.

7. This Agreement, including Exhibit A attached to this Agreement and incorporated as an integral part of this Agreement, constitutes the entire and fully integrated agreement between Assignor and Assignee with respect to the subject matter of this Agreement, and supersedes all previous agreements by and between Assignor and Assignee related to thereto, as well as all proposals, oral or written, and all negotiations, conversations or discussions held between Assignor and Assignee related to this Agreement.

8. This Agreement will not be deemed or construed to be modified, amended, rescinded or waived, in whole or in part, except by written amendment signed by both Assignor and Assignee.

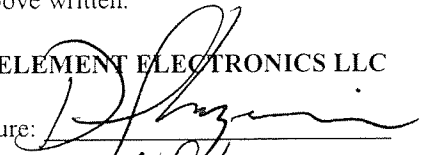
9. In the event that any of the terms of this Agreement are in conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any of the other terms of this Agreement and this Agreement will continue in force, unless the invalid or unenforceable provisions of this Agreement comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

10. This Agreement may be executed in two or more counterparts and each such counterpart will be deemed an original of this Agreement.

11. No failure by either party to take any action or assert any right hereunder will be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

12. This Agreement will be governed by the laws of the State of Minnesota. Any, dispute, claim or controversy arising out of or relating to this Agreement will be resolved in the competent courts of the State of Minnesota, to which exclusive jurisdiction the parties hereby submit themselves.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed on the date first above written.

ELEMENT ELECTRONICS LLC
Signature: 
Name: Daniel J. Hagemeier
Title: CFO
Date: 5/1/08

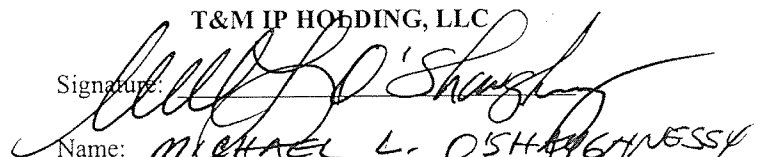
T&M IP HOLDING, LLC
Signature: 
Name: MICHAEL L. O'SHAUGHNESSY
Title: MANAGER
Date: 5/1/08

EXHIBIT A

All of Assignor's rights throughout the world in the trademarks Element, Element Electronics and all related trademarks, trade names, service marks and logotypes and all rights therein throughout the worldwide, including all registrations, applications for registrations and common law and other rights. These trademarks include without limitation the registrations and applications listed below.

TRADEMARK	APP NO	REG NO	STATUS	FILED	REG
ELEMENT (AR)	826438059		PENDING	4 /28/2004	
ELEMENT (CH)	002212004	521044	REGISTERED	1 /20/2004	4 /27/2004
ELEMENT (CN)	4014732	4014732	REGISTERED	4 /13/2004	9 /7 /2006
ELEMENT (CN)	4374567	4374567	REGISTERED	11/22/2004	9 /28/2007
ELEMENT (EU)	3609427	3609427	REGISTERED	1 /14/2004	7 /7 /2005
ELEMENT (PA)	147	132772	REGISTERED	1 /22/2004	8 /25/2004
ELEMENT (US)	78/319,372		ALLOWED	11/28/2003	
ELEMENT (US)	78/977,938	3,240,773	REGISTERED	11/28/2003	5 /8 /2007
E ELEMENT ELECTRONICS (CA)	1330219		PENDING	1 /4 /2007	
E ELEMENT ELECTRONICS (CN)	5976473		PENDING	4 /2 /2007	
E ELEMENT ELECTRONICS (EU)	005838255	005838255	REGISTERED	4 /17/2007	4 /17/2008
E ELEMENT ELECTRONICS (MX)	841491		PENDING	3 /9 /2007	
E ELEMENT ELECTRONICS (US)	77/285,930		PENDING	9 /21/2007	
E ELEMENT ELECTRONICS (US)	77/029,175		ALLOWED	4 /2 /2007	
E ELEMENT ELECTRONICS (US)	77/975,343	3,432,494	REGISTERED	4 /2 /2007	5 /20/2008
E ELEMENT ELECTRONICS (US)	77/216,047		ALLOWED	6 /26/2007	
ELEMENT ELECTRONICS & DESIGN (OLD) (IN)	1268804	1268804	REGISTERED	2 /25/2004	10/9 /2006
ELEMENT ELECTRONICS & DESIGN - OLD (NO)	200406025	227234	REGISTERED	6 /2 /2004	6 /27/2005
ELEMENT DESIGN (CIRCLE IN CIRCLE) (US)	77/459,523		PENDING	4 /28/2008	

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