

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Celestica (USA) Inc.		08/01/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Celestica Corporation		
<b>Street Address:</b>	12 Concorde Place, 5th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M3C 3R8		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2154546	TCOO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(978)341-0136		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	978-341-0036		
<b>Email:</b>	trademarks@hbsr.com		
<b>Correspondent Name:</b>	John L. DuPre'		
<b>Address Line 1:</b>	530 Virginia Road, P.O. Box 9133		
<b>Address Line 2:</b>	Hamilton, Brook, Smith & Reynolds, P.C.		
<b>Address Line 4:</b>	Concord, MASSACHUSETTS 01742-9133		
<b>ATTORNEY DOCKET NUMBER:</b>	2189.0008-000		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	John L. DuPre'		
<b>Address Line 1:</b>	530 Virginia Road, P.O. Box 9133		
<b>Address Line 2:</b>	Hamilton, Brook, Smith & Reynolds, P.C.		

CH \$40.00 2154546

Address Line 4: Concord, MASSACHUSETTS 01742-9133

NAME OF SUBMITTER:

John L. DuPre'

Signature:

/John I. DuPre'/

Date:

11/05/2008

**Total Attachments: 14**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of August 1, 2004 (the "Assignment Agreement"), by and between Celestica (USA) Inc., a Delaware corporation ("Seller"), and Celestica Corporation, a Delaware corporation ("Buyer").

### WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of July 1, 2004 (the "Purchase Agreement"), among Seller and Buyer, Seller has agreed to sell, assign, convey, transfer and deliver all of its right, title and interest in the Purchased Assets (as defined in the Purchase Agreement) to Buyer and Buyer has agreed to purchase and acquire such Purchased Assets from Seller, all as more fully described in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Buyer agreed to assume certain liabilities and obligations of Seller described as being Assumed Liabilities and Buyer will not assume or have any responsibility for certain Excluded Liabilities (as defined in the Purchase Agreement); and

WHEREAS, it is the parties' intention to reflect, by the execution and delivery of this Assignment Agreement, the transfer by Seller to Buyer of all leasehold interests in the Leases and the Equipment Leases, the Intellectual Property Rights, the Contracts, Prepaid Expenses, Accounts Receivables, Proceeds of Litigation and the Licenses (the "Transferred Assets") and the assumption by Buyer of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Defined Terms. Capitalized terms which are used in this Assignment Agreement but are not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignment. Effective as of the date hereof, Seller hereby assigns, sells, conveys, transfers and sets over to Buyer all of Seller's right, title, benefits, privileges and interest in and to the Transferred Assets.
3. Assumed Liabilities. Buyer hereby expressly assumes and agrees to pay, perform, and discharge all of the Assumed Liabilities.
4. Excluded Liabilities Not Assumed. Notwithstanding anything herein to the contrary, the Excluded Liabilities shall be retained by, and remain the sole responsibility of, the Seller.

5. Construction. The terms of the Purchase Agreement are incorporated herein by reference. In the event that any provision or term of this Assignment Agreement may be construed to conflict or be inconsistent with a provision or term of the Purchase Agreement, the provision or term in the Purchase Agreement shall control.

6. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the reasonable request of the other party hereto, such further instruments of transfer, assignment and assumption and to take such other action as may be reasonably necessary to more effectively consummate the assignments and assumptions contemplated by this Assignment Agreement.

7. Binding Effect. This Assignment Agreement shall be binding upon and shall inure to the benefit of the respective parties and their successors and permitted assigns.

8. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of New York (without giving effect to conflict of law principles).

9. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed and delivered by the duly authorized officer of the parties hereto as of the date first above written.

CELESTICA (USA) INC.

By: \_\_\_\_\_  
Name: TODD MELCENBY  
Title: VP + SECRETARY

CELESTICA CORPORATION

By: \_\_\_\_\_  
Name: TODD MELCENBY  
Title: VP + SECRETARY

# ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of the 1<sup>st</sup> day of July, 2004

BETWEEN:

CELESTICA (USA) INC., a corporation incorporated under the laws of the State of Delaware,  
(the "Seller")

-and-

CELESTICA CORPORATION., a corporation incorporated under the laws of the State of Delaware,  
(the "Purchaser")

WITNESSETH THAT:

WHEREAS the Seller has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Seller substantially all the assets, property, rights and undertakings of and pertaining to the electronics manufacturing business of the Seller (the "Business"), upon and subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the premises and mutual agreements contained in this Agreement and of other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party hereto), the Parties agree with one another as follows:

## ARTICLE 1

### DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. Whenever used in this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the respective meanings ascribed to them in this section 1.1:

"Agreement" means this asset purchase agreement and all instruments supplemental to or in amendment or confirmation of this asset purchase agreement. All references to "Article", "Section", "Subsection", or "Paragraph" means and refers to the specified article, section, subsection, or paragraph of this asset purchase agreement;

"Assumed Liabilities" means all the debts, liabilities (whether accrued, absolute or contingent or whether liquidated or unliquidated) and obligations of the Business or the Purchased Assets existing or incurred on or after the Effective Date, other than Excluded

Liabilities, including, without limiting the generality of the foregoing, the liabilities and obligations of the Seller;

“Business” has the meaning ascribed in the recitals to this Agreement;

“Business Day” means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the City of New York are not open for business during normal banking hours;

“Closing” means the completion of the sale to, and the purchase by, the Purchaser of the Purchased Assets under this Agreement by the transfer and delivery of documents of title to the Purchased Assets and the payment of the Purchase Price;

“Closing Date” means July 1, 2004, or such other date as the Parties may agree in writing as the date upon which the Closing shall take place;

“Contracts” means those contracts, agreements, commitments, entitlements and engagements of the Seller relating to the Business or the Purchased Assets whether with suppliers, customers or otherwise and including all unfilled orders from customers; all forward commitments for supplies or materials; all orders for new machinery and equipment as yet undelivered; all equipment and construction guarantees and warranties; but specifically excluding all contracts, agreements commitments, entitlements and engagements relating to the Excluded Assets, all Leases and Equipment Leases;

“Effective Date” means July 1, 2004;

“Equipment Leases” means those equipment leases, conditional sales contracts, title retention agreements and other agreements between the Seller and third Persons relating to equipment used by the Seller in connection with the Business.

“Excluded Assets” means:

1. all cash, cash equivalents, bank balances, monies in possession of banks and other depositories, term or time deposits and similar cash items of, owned or held by or for the account of the Seller;
2. the corporate, financial, taxation and other records of the Seller not pertaining exclusively to the Business or Purchased Assets;
3. all extra-jurisdictional, sales, excise or other licences or registrations issued to or held by the Seller, whether in respect of the Business or otherwise;
4. all deferred income taxes and income taxes recoverable;
5. all inter-company balances owing between the Seller and its affiliates or subsidiaries; and

6. All securities of and investments in any Person (including, without limitation, the Seller's subsidiaries) owned or held by the Seller;

"Excluded Liabilities" means the following debts, liabilities (whether assumed, absolute or contingent or whether liquidated or unliquidated) and obligations of the Seller:

1. all debts, liabilities, and obligations of the Business or the Purchased Assets incurred prior to the Effective Date;
2. deferred income tax of the Seller;
3. except as specifically contemplated in the Agreement, all other taxes, duties or similar charges (including penalties, fines and interest) payable by the Seller;
4. those liabilities and obligations, whether accrued, absolute or contingent, liquidated or unliquidated or disclosed or undisclosed, which relate to the Excluded Assets;
5. any liability of the Seller to any bank or other financial institution by way of loan or other credit facility; and
6. any liability of the Seller to its shareholders, affiliates or associates or any other Person not dealing at arm's length with any of them;

"Financial Statements" means the consolidated financial statements of the Business for the fiscal period ended on the Effective Date, prepared in accordance with generally accepted accounting principles consistently applied, consisting of balance sheet as at such date, and statements of earnings and retained earnings and of changes in financial position for such period;

"GAAP" has the meaning ascribed in Section 1.8;

"Intellectual Property Rights" means all patents and inventions, trade marks, all trade names and styles, logos and designs, trade secrets, technical information, engineering procedures, designs, know-how and processes (whether confidential or otherwise), all computer systems and applications software, including without limitation all documentation relating thereto and the latest revisions of all related object and source codes therefore to the extent in possession and control of the Seller, owned or used by the Seller in the Business, and other industrial property (including applications for any of these) in each case used or reasonably necessary to the Business as presently operated;

"Inventory" means all inventories of every kind and nature and wheresoever situated owned by the Seller and pertaining to the Business including, without limitation, all inventories of raw materials, work-in-progress, finished goods, operating supplies and packaging materials of or pertaining to the Business;

"Leases" means all leases of Leasehold Properties;

“Leasehold Properties” means the leasehold and other interest, including all fixtures and improvements owned by the Business relating to those leasehold and other interest;

“Licences” means all transferable licences, registrations, qualifications, permits and approvals, issued by any government or governmental unit, agency, board, body or instrumentality, whether federal, provincial or municipal, relating to the Business, together with all applications for such licences or permits;

“Parties” means the Seller and the Purchaser, collectively, and “Party” means either one of them;

“Person” includes an individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, the State or any agency or instrumentality thereof or any other juridical entity;

“Purchase Price” means the purchase price to be paid by the Purchaser to the Seller for the Purchased Assets, all as provided in Section 3.1;

“Purchased Assets” means all right, title and interest of the Seller in the following:

1. all of the Real Property;
2. all of the Inventory;
3. Contracts and Equipment Leases;
4. all fixed assets, machines, machinery, equipment, fixtures, furniture, furnishings, vehicles, dies, tools, and other tangible property and facilities owned or held by the Seller and used in the Business whether located in or on the premises of the Seller or elsewhere;
5. the goodwill of the Business;
6. all prepaid expenses (“Prepaid Expenses”) including, without limitation, all paid taxes, business taxes, rents, telephone and insurance incurred by the Seller but excluding income, capital and other taxes which are personal to the Seller or not incurred in connection with the Business;
7. all accounts receivable, bills receivable, trade accounts, book debts, and other amounts due, owing or accruing due to the Seller in connection with the Business, and the benefit of all security (including cash deposits), guarantees and other collateral held by the Seller in respect of any accounts receivable (“Accounts Receivable”);
8. the Intellectual Property Rights;
9. the Leases;



10. Proceeds of Litigation — the right, title and interest of the Seller in all rights and causes of action and proceeds therefrom in respect of litigation that is related exclusively to the Business;
11. all of the Licences;
12. all business books and records relating primarily to the Business, including without limitation, all financial, operating, inventory, legal, personnel, payroll, and customer records and all sales and promotional literature, correspondence and files; and
13. all other rights, properties and assets (other than Excluded Assets) of the Seller used primarily in the Business, including telephone numbers, of whatsoever nature or kind and wherever situated;

“Purchaser’s Note” means the promissory note of the Purchaser in favor of the Seller in an amount equal to the difference between the book value of the assets as shown on the Financial Statements and the Assumed Liabilities, dated the Closing Date;

“Real Property” means all freehold, leasehold, and other interests in real and immoveable properties owned or used by the Seller in connection with the operation of the Business, including, without limitation:

1. all freehold lands and premises, and all plant, buildings, sidings, parking lots, roadways, structures, erections, improvements, fixed machinery, fixed equipment, appurtenances, and fixtures situate on or forming part of such lands and premises (collectively the “Owned Properties”);
2. the Leasehold Properties;

1.2 Gender and Number. In this Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.3 Entire Agreement. This Agreement, together with the agreements and other documents to be delivered under this Agreement constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on any Party unless executed by such Party in writing.

1.4 Article and Section Headings. Article and Section headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content of any Article or Section and shall not be considered to be part of this Agreement.

1.5 [Intentionally Omitted]

1.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflict of law principles, and shall be treated, in all respects, as a New York contract. Each Party to this Agreement irrevocably attorns to and submits to the jurisdiction of the Courts of the State of New York in the City of New York, or in the United States District Court for the Southern District of New York, with respect to any matter arising under or relating to this Agreement.

1.7 Currency. Unless otherwise indicated, all dollar amounts referred to in this Agreement are in U.S. funds.

1.8 Accounting Terms. All accounting terms not otherwise defined have the meanings assigned to them by, and all calculations are to be made and all financial data to be submitted is to be prepared in accordance with, the generally accepted accounting principles ("GAAP") approved from time to time by the Canadian Institute of Chartered Accountants, or any successor institute applied on a consistent basis.

1.9 Business Days. Whenever any action or payment to be taken or made under this Agreement shall be stated to be required to be taken or made on a day other than a Business Day, and payment shall be made or such action shall be taken on the next succeeding Business Day.

1.10 Statutory Instruments. Unless otherwise specifically provided in this Agreement, any reference in this Agreement to any law, by-law, rule, regulation, order, act or statute of any government, governmental body or other regulatory body shall be construed as a reference to those as amended or re-enacted from time to time or as a reference to any successor to those.

1.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions thereof, and each provision is hereby declared to be separate, severable and distinct.

## ARTICLE 2

### PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Purchase and Sale of Purchased Assets. Upon and subject to the terms and conditions of this Agreement, the Seller shall sell, transfer, assign and set over to the Purchaser and the Purchaser shall purchase, acquire and assume from the Seller on the Closing Date, all of Seller's right, title and interest in, to and under the Purchased Assets for the Purchase Price payable as provided in Section 3.1.

2.2 Excluded Assets. The Excluded Assets shall be specifically excluded from the Purchased Assets whether or not they form part of the property and assets of the Business.

2.3 Assumed Liabilities. The Purchaser agrees to assume and become liable only for the Assumed Liabilities at the Effective Time by executing and delivering the Assignment and Assumption Agreement to the Seller.

2.4 Excluded Liabilities. The Purchaser will assume no liabilities of the Business other than those described in or forming part of the Assumed Liabilities that, without limitation, do not include the Excluded Liabilities. The Excluded Liabilities shall remain the obligations and liabilities of the Seller.

2.5 Non-Assignable Contracts. This Agreement and any document delivered under this Agreement shall not constitute an assignment or an attempted assignment of any Contract, Equipment Lease, Lease or License contemplated to be assigned to the Purchaser under this Agreement:

1. which is not assignable without the consent of a third party, if such consent has not been obtained and such assignment or attempted assignment would constitute a breach of such contract or agreement; or
2. in respect of which the remedies for the enforcement of such contract or agreement available to the Seller would not pass to the Purchaser.

To the extent that any of the foregoing items are not assignable by their terms or where consents to their assignment cannot be obtained as provided in this Section 2.5, such items shall be held by the Seller in trust for the Purchaser and the covenants and obligations under those contracts or agreements shall be performed by the Purchaser in the name of the Seller and all benefits and obligations existing therein shall be for the account of the Purchaser. The Seller shall take or cause to be taken such action in its name or otherwise as the Purchaser may reasonably require so as to provide the Purchaser with the benefits of those contracts or agreements and to effect collection of money to become due and payable under such items and the Seller shall promptly pay over to the Purchaser all money received by the Seller in respect of all of the foregoing items. Upon the Closing, the Seller and the Purchaser shall execute and deliver a general assignment of contracts, leases and licenses agreement under which the Seller shall authorize the Purchaser, at the Purchaser's expense, to perform all of the Seller's obligations under the foregoing items and appoint the Purchaser as its attorney to act in the name of the Seller with respect to those items, and the Purchaser shall agree to assume those obligations.

## ARTICLE 3

### PURCHASE PRICE AND PAYMENT

3.1 Purchase Price. The Purchase Price payable by the Purchaser under this Agreement for the Purchased Assets shall be an aggregate sum equal to the book value of the Purchased Assets other than goodwill as shown on the Financial Statements and \$1.00 for goodwill, payable in accordance with Section 3.4 hereto.

3.2 Purchase Price Determination. Two days prior to the Closing Date, the Seller shall provide to the Purchaser a statement of the book value of the Purchased Assets as shown on the Financial Statements, which statement shall be sufficient evidence of the determination of the book value of the Purchased Assets.

3.3 Effective Date. The sale and purchase contemplated under this Agreement shall, when completed on the Closing Date, take effect as of the close of business on the Effective Date and from such time to the Closing Date the Business shall be carried on by the Seller in the ordinary course for the account of the Purchaser.

3.4 Payment of Purchase Price. The Purchase Price shall be an amount as set forth in Section 3.1. At the Closing Time, the payment by the Purchaser of the Purchase Price shall be satisfied by:

- (a) assumption by the Purchaser of the Assumed Liabilities at the Closing Time; and
- (b) execution and delivery to the Seller by the Purchaser of the Purchaser's Note.

The Purchaser acknowledges that the Purchase Price does not include taxes payable, if any, as a result of the purchase and sale of the Purchased Assets.

3.5 Allocation of Purchase Price and Tax Returns. The Seller and the Purchaser covenant and agree with each other that the Purchase Price shall be allocated among the Purchased Assets as agreed upon between the Parties. The Seller and the Purchaser agree to cooperate in the filing of such elections under such taxation statutes as may be necessary or desirable to give effect to said allocation for tax purposes. In addition the Seller and the Purchaser agree to prepare and file their respective tax returns in a manner consistent with those allocations and elections. If either party fails to file its tax returns in the agreed manner, it shall indemnify and save harmless the other of them in respect of any additional tax, interest, penalty, legal or accounting costs paid or incurred by the other of them as a result of the failure to file.

3.6 Transfer Taxes. The Purchaser shall be liable for and shall pay at the Closing Date, in addition to the Purchase Price, all sales and value added taxes and all registration charges and other transfer fees or taxes properly payable upon and in connection with the

sale and transfer of the Purchased Assets, including, without limitation, retail sales tax, but specifically excluding any taxes based on the net income of the Seller.

#### ARTICLE 4 GENERAL

4.1 Expenses. All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transaction contemplated under this Agreement shall be paid by the Party incurring such expenses.

4.2 Assignment/Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

4.3 Further Assurances. Each Party agrees that upon the written request of any other Party, it will do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of all such acts and will cause the execution of all such further documents as are within its power to cause the doing or execution of, as the other Party may from time to time reasonably request be done and/or executed as may be required to consummate the transactions contemplated under this Agreement or as may be necessary or desirable to effect the purpose of this Agreement or any document, agreement or instrument delivered under this Agreement and to carry out their provisions or to better or more properly or fully evidence or give effect to the transactions contemplated under this Agreement, whether before or after the Closing.

4.4 Counterparts. This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF** the Parties have duly executed this Agreement under authority of their respective Boards of Directors.

**Seller: Celestica (USA) Inc.**

By: \_\_\_\_\_  
Name: TODD MELLENDI  
Title: VP & SECRETARY

**Buyer: Celestica Corporation**

By: \_\_\_\_\_  
Name: TODD MELLENDI  
Title: VP & SECRETARY

## BILL OF SALE

THIS BILL OF SALE, dated as of August 1, 2004, by and between Celestica (USA) Inc., a Delaware corporation ("Seller"), and Celestica Corporation, a Delaware corporation ("Buyer").

### WITNESSETH

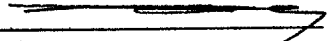
WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of July 1, 2004 (the "Purchase Agreement"), among Seller and Buyer, Seller has agreed to sell, assign, convey, transfer and deliver all of its right, title and interest in the Purchased Assets (as defined in the Purchase Agreement) to Buyer and Buyer has agreed to purchase and acquire such Purchased Assets from Seller, all as more fully described in the Purchase Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

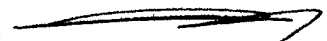
1. Defined Terms. Capitalized terms which are used but not defined in this Bill of Sale shall have the meaning ascribed to such terms in the Purchase Agreement.
2. Assignment. Subject to the terms and conditions of the Purchase Agreement, Seller does hereby sell, assign, convey, transfer, grant and deliver to Buyer all of Seller's right, title and interest in and to all of the Purchased Assets (other than the leasehold interests in the Leases and the Equipment Leases, the Intellectual Property Rights, the Contracts, Prepaid Expenses, Accounts Receivables, Proceeds of Litigation and the Licenses), effective as of the date of this agreement.
3. Further Actions. Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Purchased Assets hereby made against all Persons, to take all steps reasonably necessary to establish the record of Buyer's title to the Purchased Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Purchased Assets, all at the sole cost and expense of Seller.
4. Excluded Assets and Excluded Liabilities Not Assigned. Notwithstanding anything herein to the contrary, the Excluded Assets and Excluded Liabilities are specifically excluded from the Purchased Assets and shall be retained by Seller at and following the Closing Date.
5. Binding Effect. This Bill of Sale and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered by the duly authorized officer of the parties hereto as of the date first above written.

CELESTICA (USA) INC

By:   
Name: TODD MELENDY  
Title: VP + SECRETARY

CELESTICA CORPORATION

By:   
Name: TODD MELENDY  
Title: VP + SECRETARY