

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
FCI SA		05/26/2006	CORPORATION: FRANCE
RECEIVING PARTY DATA			
Name:	FCI Electrique France		
Street Address:	10 rue Jacquard		
City:	27000 Evreux		
State/Country:	FRANCE		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2964223	MALICO	
CORRESPONDENCE DATA			
Fax Number:	(703)685-0573		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703) 521-2297		
Email:	trademarks@young-thompson.com		
Correspondent Name:	Mark Lebow		
Address Line 1:	209 Madison Street		
Address Line 2:	Suite 500		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	0512-1537		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

OP \$40.00 2964223

Address Line 4:

NAME OF SUBMITTER:

Mark Lebow

Signature:

/ml/

Date:

04/15/2009

Total Attachments: 8

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Trademark Assignment

This Agreement is entered into on 26th of May 2006 by and between:

FCI Electrique France, a *French Société Anonyme*, with a registered capital of 7.920.523 euros, having its registered office at 10 rue Jacquard, 27000 Evreux, France, registered under n° 775 596 679 RCS Evreux, duly represented by Mr. Raymond LEVY, duly empowered for the purpose of this Agreement,

hereinafter referred to as "Buyer",

on one hand,

and

FCI, a *French Société Anonyme*, having its head office at 145-147 Rue Yves Le Coz, 78000 Versailles, France, with a registered capital of 158.487.184,35 euros, registered under n° 349 566 240 RCS Versailles, duly represented by Mr. Jean-Lucien LAMY, acting as Chairman and Chief Executive Officer ,

hereinafter referred to as "ASSIGNOR",

on the other hand,

ARTICLE 1 - DEFINITIONS

- 1.1 All article and section numbers and all exhibit and designations used in this Agreement refer to articles, sections, exhibits and schedules, in or to this Agreement, unless otherwise specifically described. The words "hereof", "herein" "hereunder", "this Agreement", and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement and shall refer to this Agreement as it now exists or may hereafter be amended, modified, supplemented, or restated. Any reference to "day" or "days" when used in this Agreement means calendar day or days, unless otherwise specifically indicated. All references to plural shall also mean the singular and vice versa.
- 1.2 For purposes of this Agreement, the following defined terms have the meanings set forth in this Article 1:
- "Affiliate": means a company that directly or indirectly, through one or more intermediaries, is controlled by the ASSIGNOR.
- "Agreement" means this Trademark Assignment, and its exhibit I attached hereto and forming an integral part hereof, as the foregoing may from time to time thereafter be amended, supplemented or modified.

"Effective Date" means the date on which this Agreement is executed by and between the Parties.

"TradeMarks" means the ASSIGNOR's trademarks, filed or registered, and service marks, and any and all divisional, continuation, continuing, substitute, reissue and all other applications, as well as the priority rights of the aforesaid applications under the Paris Convention dated 1883 as amended from time to time, and like rights respecting the foregoing, in and for any and all countries, as well as any extension or renewal hereof, owned by ASSIGNOR at the time of signature of this Agreement, as identified in Exhibit 1.

"Party" means either ASSIGNOR or Buyer depending on the context in which it is used.

"Parties" means both ASSIGNOR and Buyer.

ARTICLE 2 - ASSIGNMENT

For good and valuable consideration and on the terms hereafter set forth, ASSIGNOR hereby assigns, sells, transfers and conveys, and Buyer hereby agrees to purchase all right, title and interest from ASSIGNOR, in and to the Trademarks.

Therefore, from the Effective Date, Buyer has the full ownership of such Trademarks.

From the Effective Date, this assignment hereby includes the full right for Buyer to sue for and recover any and all profits and damages recoverable or take any relevant action towards any third party for past infringement of the Trademarks which may have occurred before or after the Effective Date of this Agreement.

From the Effective Date, Buyer will decide on its own whether or not to maintain the Trademarks, their filing, etc. and shall bear any and all fees, costs or expenses related to the Trademarks therefrom.

Buyer hereby undertakes to take any necessary action or measure to ensure that the change of ownership is duly registered, at its own costs and expenses (including registration fees), including to immediately inform the trademarks attorneys of the change of ownership. ASSIGNOR will provide all reasonable assistance in relation thereto.

ARTICLE 3 - CONSIDERATION

For good and valuable consideration for the assignment set forth herein, Buyer shall cause Sicame to pay on its behalf, to ASSIGNOR a price of hundred and fifty six thousand (156,000) euros, tax excluded.

This price (plus VAT, if applicable) shall be paid by Sicame on behalf of Buyer to ASSIGNOR, by check on the Effectiveness Date. The day on which ASSIGNOR's bank account is credited is deemed to be the date of payment.

Should any Trademarks applications not be granted for any reason whatsoever or deemed to be null and void, Buyer is not entitled to any compensation nor to a price reduction.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

4.1 ASSIGNOR's Representation and Warranty. ASSIGNOR represents and warrants that (a) the Trademarks have not been wrongfully or unlawfully acquired; (b) it has the sole and exclusive right and authority to enter into and perform this Agreement, (c) that any license or any right to exploit, directly or indirectly the Trademarks granted to any Affiliate or third party have been terminated, and that no license or any right to exploit, directly or indirectly the Trademarks shall be granted to any Affiliates or third party as of this day (d) to the best knowledge of ASSIGNOR, (i) there are no conflicts with or infringements of any Trademark by any third party, (ii) the Trademarks do not conflict with or infringe, in all material respects, any trademark of a third party nor may give rise to payment of any royalty or any sum in the nature of a royalty or a liability to pay compensation pursuant to any applicable laws, and (iii) the Trademarks are, in all material respects, valid, subsisting, unexpired, and all renewable fees and other maintenance fees that have fallen due have been paid, but warranty or representation is hereby only made as to the validity of such Trademarks and (e) it shall upon request execute any documents as may be necessary or advisable for filing in the appropriate offices to evidence the assignment as per Article 2.

4.2 Buyer's Representation and Warranties. Buyer's warrants and represents that (a) it has the sole and exclusive right and authority to enter into and perform this Agreement; and (b) it has not signed any contract with third party which may in any manner contravene or interfere to this Agreement.

ARTICLE 5 - LIABILITY

Except in case of ASSIGNOR's willful misconduct or gross negligence, the total cumulative liability of ASSIGNOR, its affiliates, directors, officers and/or insurers, from any cause whatsoever, whether based on breach of contract or in tort (including without limitation negligence, strict liability, or otherwise) under any warranty, or otherwise, shall, in no event exceed the consideration paid for the assignment as set forth in Article 3 above.

No claim may be made by Buyer at any time more than one (1) year from the Effective Date of this Agreement.

ARTICLE 6 - COOPERATION

For a period of sixty calendar days from the Effective Date in order to allow a smooth transition of ownership from ASSIGNOR to Buyer, ASSIGNOR will refer promptly to Buyer any mail related to the Trademarks. Should an urgent action needed to ensure that a right is not lost, barred or otherwise waived, Buyer agrees that ASSIGNOR may take such action. Buyer agrees that it shall immediately reimburse ASSIGNOR any costs, expenses or fees paid by ASSIGNOR and related to the Trademarks.

After such period, ASSIGNOR will not continue the above action nor take any action whatsoever towards any person including but not limited to Buyer, Trademarks attorneys, Trademarks offices, third parties, etc.

ARTICLE 7 – GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 7.1 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of France, with the exception of any rules of conflict of laws which might make the law of some other jurisdiction applicable.
- 7.2 Settlement of Disputes. Any dispute arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the Commercial Court of Paris, to which ASSIGNOR and BUYER hereby irrevocably consent.

ARTICLE 8 – MISCELLANEOUS

- 8.1. Notices. Any notice or other communication required or permitted to be given hereunder shall be delivered in person, transmitted by telecopy or similar means of recorded electronic communication (with a confirmation copy to be sent by registered mail, charges prepaid) or sent by registered mail, charges prepaid, addressed as follows:

If to ASSIGNOR:

FCI
145/147 rue Yves le Coz
78000 Versailles

Attention: General Counsel
Facsimile No: 33 1 39 49 22 00

If to Buyer:

FCI Electrique France
10 rue Jacquard
27000 Evreux

Attention: Chairman and Chief Executive Officer
Facsimile No: 33 2 32b23 30 41


Any such notice or other communication shall be effective upon actual receipt.

Any Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this Article 8.1.


- 8.2 Expense. Buyer and ASSIGNOR shall each bear their own expenses, costs and fees (including, without limitation, attorneys' and auditors' fees) in connection with the transactions contemplated hereby, including the preparation and execution of this Agreement and compliance with its terms, whether or not the transactions contemplated hereby shall be consummated.
- 8.3 Assignment. No Party to this Agreement may assign any of its rights or obligations hereunder without the prior written consent of the other Party hereto which consent may not be unreasonably withheld.
- For sake of clarity, it is specified that the change of control of one of the Parties (such as defined in article L.233.3 of the French Commercial Code) shall not be deemed as an assignment of this Agreement.
- 8.4 Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be binding on any party unless agreed to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.
- 8.5 Invalidity of a Provision; The invalidity or non enforceability of any provision, or part of a provision, of this Agreement shall not affect the validity or enforceability of any other provision, or part of a provision, of this Agreement, which shall otherwise remain in force and effect provided that such invalidity or non enforceability shall not materially adversely affect the benefits which the parties are entitled or expected to receive hereunder. The parties shall amend any invalid or non-enforceable provision to the extent reasonably required making such provision, or part of a provision, valid or enforceable.
- 8.6 Language. This Agreement including its Exhibits, as well as any communications between the Parties shall be in the English language except documents to be provided for registration of this Agreement by the relevant patent offices. If necessary, the Agreement shall be translated for the purpose of registration it being understood that the costs related thereto shall be fully born by Buyer
- 8.7 Headings. The titles and headings herein are for purposes of convenient reference only and shall not be used to construe or modify the terms of this Agreement and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 8.8 Registration of this Agreement. As to those countries requiring to register this Agreement or requiring recordation of this Agreement, ASSIGNOR agrees to execute and deliver to Buyer all documents necessary for that purpose.
- 8.9 Further Assurances. From time to time, as and when requested by any Party hereto, the Party requested shall execute and deliver, or cause to be executed and delivered all such documents and instruments as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in six (6) original copies by their respective representatives as of the day and year written above.

ASSIGNOR

By: 
Name: Jean-Lucien LAMY

BUYER

By: 
Name: Raymond LEVY

**EXHIBIT 1 -
ASSIGNED TRADEMARKS**

Mark Name	Case No	Country	Filing Type	Current Owner	Registered Owner	Status	Class No	Application No	Application Date	Registration No	Registration Date	Renewal Date
MALICO (Semi-Fig.)	234	Algeria	Madrid Convention	FCI	FCI	Registered	9, 17	WO 850241	29-Sep-04	WO 850241	29-Sep-04	29-Sep-14
MALICO (Semi-Fig.)	234	China P.R.	Madrid Convention	FCI	FCI	Registered	9, 17	WO 850241	29-Sep-04	WO 850241	29-Sep-04	29-Sep-14
MALICO (Semi-Fig.)	234	France	National	FCI	FCI	Registered	9	99779379	01-Mar-99	99779379	01-Mar-99	31-Mar-09
MALICO (Semi-Fig.)	234	International Registration	Madrid Convention	FCI	FCI	Registered	9, 17	WO 850241	29-Sep-04	WO 850241	29-Sep-04	29-Sep-14
MALICO (Semi-Fig.)	234	Morocco	Madrid Convention	FCI	FCI	Registered	9, 17	WO 850241	29-Sep-04	WO 850241	29-Sep-04	29-Sep-14
MALICO (Semi-Fig.)	234	Poland	National	FCI	Framatome Connectors International	Registered	9, 17	Z-198656	04-Mar-99	144739	12/05/2003	04-Mar-09
MALICO (Semi-Fig.)	234	Russian Federation	Madrid Convention	FCI	FCI	Registered	9, 17	WO 850241	29-Sep-04	WO 850241	29-Sep-04	29-Sep-14
MALICO (Semi-Fig.)	234	Thailand	National	FCI	FCI	Filed	9	599784	11-Aug-05			
MALICO (Semi-Fig.)	234	United States	National	FCI	FCI	Registered	9	78422738	21-May-04	2964223	28-Jun-05	28-Jun-15

MALICO LOGO	235	France	National	FCI	Framatome Connectors International	Registered	9	99779378	01-Mar-99	99779378	01-Mar-99	31-Mar-09
MALICO LOGO	235	Poland	National	FCI	Framatome Connectors International	Registered	9	Z-198655	04-Mar-99	138400	28-Jun-02	04-Mar-09
SAAE (Semi-Fig.)	340	China P.R.	National	FCI	FCI	Filed	6	CN050112 239	02-Aug-05			
SAAE (Semi-Fig.)	340	China P.R.	National	FCI	FCI	Filed	8	CN050112 240	02-Aug-05			
SAAE (Semi-Fig.)	340	China P.R.	National	FCI	FCI	Filed	9	CN050112 241	02-Aug-05			
SAAE (Semi-Fig.)	340	Russian Federation	National	FCI	FCI	Filed	6	200472664 2	17-Nov-04			
SAAE (Semi-Fig.)	340	United States	National	FCI	FCI	Registered	8	78422728	21-May-04	2970484	19-Jul-05	19-Jul-15
SAAE (Semi-Fig.)	340	Thailand	National	FCI	FCI	Filed	6	599787	11-Aug-05			
SAAE (Semi-Fig.)	340	Thailand	National	FCI	FCI	Filed	8	599788	11-Aug-05			
SAAE (Semi-Fig.)	340	Thailand	National	FCI	FCI	Filed	9	599789	11-Aug-05			