

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
American Insulated Wire Corporation		02/22/2010	CORPORATION: RHODE ISLAND

RECEIVING PARTY DATA

Name:	Southwire Company
Street Address:	One Southwire Drive
City:	Carrollton
State/Country:	GEORGIA
Postal Code:	30119
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	77350112	AMERICAN MUSTANG
Serial Number:	77889450	POWERFLEX 105
Serial Number:	77385332	SLICK-HYDE
Registration Number:	1168105	AMERICAN
Registration Number:	3556356	AMERICAN INSULATED WIRE CORP.
Registration Number:	3668152	AMERICAN MUSTANG
Registration Number:	3668153	AMERICAN MUSTANG
Registration Number:	3560633	AMERI-GLIDE
Registration Number:	2759817	EXPO CORD
Registration Number:	1478355	POWERFLEX 105
Registration Number:	3485037	POWERFLEX 90
Registration Number:	1038746	SDN
Registration Number:	1195561	SDT
Registration Number:	2750820	TELCOFLEX

CH \$415.00 77350112

Registration Number:	2759816	TELCOHYDE
Registration Number:	2545841	TUF-FLEX

CORRESPONDENCE DATA

Fax Number: (202)637-3593
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-383-0100
Email: eteas@sutherland.com
Correspondent Name: David Weslow SUTHERLAND ASBILL BRENNAN
Address Line 1: 1275 Pennsylvania Ave, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2415

ATTORNEY DOCKET NUMBER:	77335-AMERICAN INS
NAME OF SUBMITTER:	David E. Weslow
Signature:	/David E. Weslow/
Date:	02/24/2010

Total Attachments: 8
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 22nd day of February, 2010, by and between AMERICAN INSULATED WIRE CORPORATION, a Rhode Island corporation ("Assignor"), which is a wholly-owned subsidiary of LEVITON MANUFACTURING CO., INC. ("Leviton"), and SOUTHWIRE COMPANY, a Delaware corporation ("Assignee"). Assignor and Assignee are the "parties" to this Agreement.

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of January 18, 2010 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to convey to Assignee all of the respective right, title, and interest that Assignor has (or may be deemed to have) in and to all intellectual property listed on Exhibit A attached hereto, together with all goodwill associated with any of the foregoing (the "Intellectual Property");

WHEREAS, as part of the Asset Purchase Agreement, Assignor also agrees to convey to Assignee all of the respective right, title, and interest that Assignor has (or may be deemed to have) in and to the common law trademarks AIW™ (as used in connection with all goods) and QUICK CHECK™ (as used in connection with wire and cable goods only) as specified in Exhibit B attached hereto (together, the "Additional Trademarks"), together with all goodwill associated with the Additional Trademarks;

WHEREAS, Assignor has a *bona fide* intent to use the trademarks that are the subjects of Application Nos. 77/350,112 and 77/385,332 (the "ITU Trademarks") in connection with the goods for which the applications have been filed; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee is purchasing from Assignor, Assignor's business in which Assignor has a *bona fide* intent to use the ITU Trademarks.

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

1. Assignment. Assignor does hereby sell, assign and transfer to Assignee Assignor's entire worldwide right, title and interest in and to all Intellectual Property and the Additional Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of Assignor's entire right, title and interest therein, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment. For purposes of clarification, Assignor's obligations under this Agreement with

respect to the QUICK CHECK™ trademark apply only to the extent such trademark is used in connection with wire and cable goods.

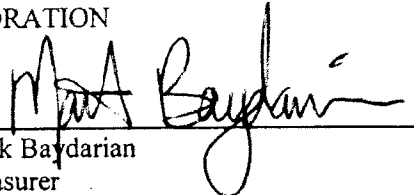
2. Further Assurances. At any time and from time to time after the date hereof, Assignor shall promptly execute and deliver, and shall cause its officers and employees (when appropriate) to execute and deliver, in a form reasonably acceptable to Assignee, such instruments of sale, transfer, conveyance, assignment and confirmation as may reasonably be required, including, for example and if requested, obtaining and promptly providing to Assignee relevant domain name transfer authorization codes and/or user names, passwords, and control of all relevant domain name management accounts, and shall take such other actions as Assignee may reasonably request, to record and confirm the assignment in Paragraph 1. Assignor agrees to refrain from any further use of the Intellectual Property or Additional Trademarks or confusingly similar variations thereof; Assignee acknowledges and agrees that Leviton uses and may continue to use the QUICK CHECK™ trademark in connection with goods other than wire and cable goods, and that those uses by Leviton (or its successors and assigns), and any registrations for those uses that Leviton (or its successors and assigns) may obtain, are not and will not be confusingly similar to Assignee's use of the QUICK CHECK™ trademark in connection with wire and cable goods. Assignor agrees to assist with any infringement proceedings or other legal actions associated with the Intellectual Property and Additional Trademarks, including, for example, providing a statement, making an appearance, delivering testimony, files, records, or other information and materials that Assignee may reasonably request of or from Assignor that relate to any infringement proceedings or other legal actions associated with the Intellectual Property or Additional Trademarks, whether based on past, present, or future actions.

3. Miscellaneous. This Agreement, including the attached Exhibit A and Exhibit B, which are fully incorporated in it, and the Asset Purchase Agreement, contain the entire agreement between the parties relating to the subject matter hereof and supersede all prior oral and written, and all contemporaneous oral negotiations, discussions, writings and agreements relating to the subject matter of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to choice of law rules. As used herein, when appropriate in the context and under the circumstances, the singular shall include the plural, and the plural shall include the singular. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts together constitute one and the same instrument. The parties agree that any dispute or disagreement which may arise hereunder shall be resolved in the same manner as is set forth in Section 11.7 of the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

ASSIGNOR:

AMERICAN INSULATED WIRE
CORPORATION

By: 
Mark Baydarian
Treasurer

ASSIGNEE:

SOUTHWIRE COMPANY

By: _____
Floyd W. Smith
Executive Vice President

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

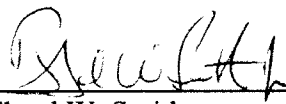
ASSIGNOR:

AMERICAN INSULATED WIRE
CORPORATION

By: _____
Mark Baydarian
Treasurer

ASSIGNEE:

SOUTHWIRE COMPANY

By:  _____
Floyd W. Smith
Executive Vice President

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A

Intellectual Property

I. Trademarks.

Mark Name	Design	Country	Case Type	Status	Reg. No.	Serial No.
* AMERICAN MUSTANG		U.S.	ITU	Filed		77350112
POWERFLEX	POWERFLEX	Canada	Regular	Registered	454023	
POWERFLEX 105 PLUS	POWERFLEX 105 PLUS	Canada	Regular	Registered	702625	
POWERFLEX 90	POWERFLEX 90	Canada	Regular	Registered	478181	
TELCOFLEX	TELCOFLEX	U.S.	Regular	Registered	2750820	
TELCOHYDE	TELCOHYDE	U.S.	Regular	Registered	2759816	
SDN	SDN	Canada	Regular	Registered	698176	
SLICK-HYDE	SLICK-HYDE	U.S.	ITU	Filed		77385332
EXPO CORD		U.S.		Registered	2759817	
AMERICAN MUSTANG	AMERICAN MUSTANG	U.S.	Regular	Registered	3668152	
AMERI-GLIDE	AMERI-GLIDE	Canada	Regular	Filed		142862800
AMERI-GLIDE	AMERI-GLIDE	U.S.	Regular	Registered	3560633	

TRADEMARK

REEL: 004154 FRAME: 0975

POWERFLEX 105	POWERFLEX 105	U.S.	Regular	Docketed	
TELCOFLEX	TELCOFLEX	Canada	Regular	Registered	707246
TELCOHYDE	TELCOHYDE	Canada	Regular	Registered	699729
TELCOPREME	TELCOPREME	Canada	Regular	Registered	697697
POWERFLEX 105		U.S.	Regular	Registered	1478355
SDN	SDN	U.S.	Regular	Registered	1038746
SDT	SDT	U.S.	Regular	Registered	1195561
SDT	SDT	Canada	Regular	Registered	731346
POWERFLEX 90	POWERFLEX 90	U.S.	Regular	Registered	3485037
AMERICAN MUSTANG (STYLIZED)		U.S.	Regular	Registered	3668153
AMERICAN	AMERICAN	U.S.	Regular	Registered	1168105
AMERICAN INSULATED WIRE CORP.	AMERICAN INSULATED WIRE CORP.	U.S.	Regular	Registered	3556356
AMERICAN INSULATED WIRE CORP.	AMERICAN INSULATED WIRE CORP.	Canada	Regular	Registered	738296
TUF-FLEX	TUF-FLEX	U.S.	Regular	Registered	2545841

II. Common Law Trademarks.

Assignor is transferring to Assignee any and all of Assignor's right, title and interest in and to the following common law trademarks:

1. TRU-RUBBER™
2. TRU-LINK™
3. WILD WIRE™ (and any stylizations or associated design marks)
4. XL-40™
5. RETRACT-O-MATIC™
6. CORD-LOCK™

III. Domain Name.

1. www.aiwc.com

EXHIBIT B

Additional Trademarks

Assignor is transferring to Assignee any and all of Assignor's right, title and interest in and to the following common law trademarks:

1. AIW™
2. QUICK CHECK™, as used in connection with wire and cable goods only. Assignor expressly reserves any and all of its right, title, and interest in the QUICK CHECK™ trademark as used in connection with goods other than wire and cable goods.