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TO: BRANDI LAREA THOMAS COMPANY: SULLIVAN &amp; WORCESTER, ONE POST OFFICE SQ

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.106/02/2010  
900163521

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pressure Tube Manufacturing, LLC		08/01/2010	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Draka Cabletek USA, Inc.		
Street Address:	22 Joseph E. Warner Blvd.		
City:	North Dighton		
State/Country:	MASSACHUSETTS		
Postal Code:	02784		
Entity Type:	CORPORATION:      Citizenship: Massachusetts		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78829935	PTM	
CORRESPONDENCE DATA			
Fax Number:	(617)338-2880		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-338-2888		
Email:	bthomae@eandw.com		
Correspondent Name:	Brandi Larea Thomas		
Address Line 1:	Sullivan & Worcester, One Post Office Sq		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:		Manager	
Signature:		/s/ James G. Gibson	
Date:		06/02/2010	
Total Attachments: 8			

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TO: BRANDI LAREA THOMAS COMPANY: SULLIVAN &amp; WORCESTER, ONE POST OFFICE SQ

**EXECUTION COPY****INTELLECTUAL PROPERTY TRANSFER AGREEMENT**

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is dated as of June 1, 2010 by and between Pressure Tube Manufacturing, LLC, a Delaware limited liability company (the "Assignor") and Draka Cabletek USA, Inc., a Massachusetts corporation ("Assignee").

**WITNESSETH:**

WHEREAS, by an Asset Purchase and Sale Agreement, dated April 25, 2010, (the "Asset Purchase Agreement") by and between Assignee, Assignor and the Members of Assignor, Assignor wishes to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to acquire and accept, all of Assignor's right, title and interest in the Seller Intellectual Property Rights as defined in the Asset Purchase Agreement (the "IP Rights");

WHEREAS, without limiting the generality of the foregoing, Assignor has adopted, used or acquired certain IP Rights, including but not limited to intellectual property rights such as the software set forth on Schedule A hereto (the "Software"), trademarks set forth on Schedule B hereto (the "Trademarks") used exclusively in connection with the Business (as such term is defined in the Asset Purchase Agreement), websites set forth on Schedule C hereto (the "Websites") and the toll-free phone number set forth on Schedule D hereto (the "Toll-Free Phone Number"), and has obtained or applied for registrations for some of such Trademarks, evidenced by the registrations or applications described in Schedule B (said Trademarks, including all registrations and applications for registrations thereof and all rights to sue and recover for past infringement thereof, being collectively referred to herein as the "Assigned Trademarks"); and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer all right, title and interest in and to the IP Rights (including without limitation the Software, Assigned Trademarks, Websites and Toll-Free Phone Number), including all rights to sue and recover for past infringement or wrongful use thereof everywhere in the world.

NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (US\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the IP Rights (including without limitation the Software, Assigned Trademarks, Websites and Toll-Free Phone Number) in accordance with the Asset Purchase Agreement, all together with the goodwill of the Assignor's business in connection with which the IP Rights (including without limitation the Software, Assigned Trademarks, Websites and Toll-Free Phone Number) are used, and with any and all renewals and extensions of the registrations for the IP Rights (including without limitation the Software, Assigned Trademarks, Websites and Toll-Free Phone Number) that may be secured under any applicable law now or hereafter in effect.

(1) Assignor will provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery

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of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):

- (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the IP Rights (including without limitation the Software, Assigned Trademarks, Websites and Toll-Free Phone Number);
  - (ii) in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the IP Rights (including without limitation the Software, Assigned Trademarks, Websites and Toll-Free Phone Number), including testifying as to any facts relating to the IP Rights (including without limitation the Software, Assigned Trademarks, Websites and Toll-Free Phone Number) or this Agreement (however, in the event of any opposition, interference, infringement suit or other proceedings that may arise in connection with the IP Rights (including without limitation the Software, Assigned Trademarks, Websites and Toll-Free Phone Number) or this Agreement, Assignee agrees to bear the entire cost thereof including reimbursing Assignor for any substantiated expenses or disbursements associated with such actions and will be entitled to retain the entire amount of any recovery or settlement; Assignor may if it so desires also be represented by counsel of its own selection, the fees of which counsel will be paid by Assignor); and
  - (iii) in the implementation or perfection of this Agreement.
- (2) Assignee will make and Assignor will cooperate to the extent necessary to make any and all required filings with the United States Patent and Trademark Office to effectuate the transfer of the IP Rights (including without limitation the Software, Assigned Trademarks, Websites and Toll-Free Phone Number).

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TO: BRANDI LAREA THOMAS COMPANY: SULLIVAN & WORCESTER, ONE POST OFFICE SQ

IN WITNESS WHEREOF, the undersigned certifies that he is the Manager of Assignor and has been duly authorized by such Assignor to execute this Agreement on its behalf, as of the date first set forth above.

ASSIGNOR:

WITNESS:

Name: LING W. LAY

PRESSURE TUBE MANUFACTURING, LLC

By: [Signature]  
Name: Jane G. Gibson  
Title: Manager

ASSIGNEE:

WITNESS:

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DRAKA CABLETEQ USA, INC.

(Signature Page to IP Transfer Agreement)

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IN WITNESS WHEREOF, the undersigned certifies that he is the Manager of Assignor and has been duly authorized by such Assignor to execute this Agreement on its behalf, as of the date first set forth above.

WITNESS:

Name: \_\_\_\_\_

ASSIGNOR:

PRESSURE TUBE MANUFACTURING, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

*Barbara Stevenson*  
Name: Barbara Stevenson

ASSIGNOR:

DRAKA CABLETEQ USA, INC.

By: *John J. Chrupcala*

Name: John J. Chrupcala

Title: President

[Signature Page to IP Transfer Agreement]

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**SCHEDULE A**

**Software**

**Microsoft Software**

Licensed Microsoft Software installed on all computers and servers.

**Quickbooks**

Off-the-shelf Quickbooks used for accounting.

**ERP System**

Internally developed ERP system used in connection with Microsoft Access.

(b)(5)(A), (b)(5)(D)

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**SCHEDULE B**

**Trademarks**

**PIM**

Serial Number	78/829,935
Registration Number	3,193,800
Date Registered	January 2, 2007

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**SCHEDULE C**

**Websites**

**Websites of the Business**

[www.ptm.ga](http://www.ptm.ga)

**Web Addresses for which Seller has Licenses**

[pressuretubemanufacturing.com](http://pressuretubemanufacturing.com)

[pressuretubemfg.com](http://pressuretubemfg.com)

[ptmtube.com](http://ptmtube.com)

[ptmtubes.com](http://ptmtubes.com)

[pressuretubes.com](http://pressuretubes.com)

[pressuretube.net](http://pressuretube.net)

[ptm.name](http://ptm.name)

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**TRADEMARK**

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**SCHEDULE D**

**Toll-Free Phone Number**

**Toll-Free Phone Number**

**(866) PTM-TUBE ((866) 786-8823)**

{(8)02668; 8}