

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 Americas Technology LLC		02/16/2011	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	FCI		
Street Address:	3-5 Rue Alfred Kastler, 18 Parc Ariane III		
City:	Guyancourt		
State/Country:	FRANCE		
Postal Code:	78280		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77676718	APEX SENSOMATE	
CORRESPONDENCE DATA			
Fax Number:	(717)938-7211		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	717-938-7514		
Email:	cathy.meyer@fci.com		
Correspondent Name:	M. Richard Page		
Address Line 1:	825 Old Trail Road		
Address Line 4:	Etters, PENNSYLVANIA 17319		
DOMESTIC REPRESENTATIVE			
Name:	FCI USA LLC		
Address Line 1:	825 Old Trail Road		
Address Line 2:	M. Richard PAGE / IP DEPT.		
Address Line 4:	Etters, PENNSYLVANIA 17319		

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NAME OF SUBMITTER:	M. Richard Page
Signature:	/M. Richard Page/
Date:	02/23/2011
Total Attachments: 4 source=APEX SENSOMATE ASSIGN TO FCI#page1.tif source=APEX SENSOMATE ASSIGN TO FCI#page2.tif source=APEX SENSOMATE ASSIGN TO FCI#page3.tif source=APEX SENSOMATE ASSIGN TO FCI#page4.tif	

IPR ASSIGNMENT

This IPR Assignment, (hereinafter referred to as "Agreement") is made and entered into and is effective as of February 16, 2011 between **FCI Americas Technology LLC**, a company duly organised and existing under the laws of the State of Nevada, United States of Americas, (hereinafter referred to as "ASSIGNOR") and **FCI**, a company duly organised and existing under the laws of France, with a registered capital of 158487184.35€, registered under n° 349 566 240 RCS Versailles, having its registered office at 3-5 Rue Alfred Kastler, 18 Parc Ariane III, 78280 Guyancourt, France, (hereinafter referred to as "FCI"),

WHEREAS, ASSIGNOR is the owner of rights, title and interests in and to the TradeMarks (as defined in Section 1.2) to be used which could be used in the interconnect business, as are necessary and appropriate to the terms of this Agreement; and

WHEREAS, FCI is willing to acquire the TradeMarks;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 All article and section numbers and all exhibit and designations used in this Agreement refer to articles, sections and exhibits, 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. If the last day of any period provided for in this Agreement shall fall on a day which is not a business day, such period shall be deemed to end on the next day thereafter which is a business day. 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:

"Agreement" means this Assignment and its exhibit A attached hereto and forming an integral part hereof, as the foregoing may from time to time thereafter be amended, supplemented or modified.

"TradeMarks" means the ASSIGNOR's registered or unregistered trademarks and service marks and the good will appurtenant thereto, and any and all registrations and applications for registration thereof, 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 extensions or renewal thereof, owned by ASSIGNOR at the time of signature of this Agreement, as listed in Exhibit A.

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

"Parties" means both ASSIGNOR and FCI.

ARTICLE 2 – ASSIGNMENT

For good and valuable consideration and on the terms hereafter set forth, ASSIGNOR hereby assigns, sells, transfers and sets over, and FCI hereby agrees to purchase all right, title and interest from ASSIGNOR, in and to the TradeMarks. Therefore, from the date of effectiveness of this Agreement, FCI has the full ownership of such TradeMarks.

This assignment hereby includes the full right for FCI to sue for and recover any and all profits and damages recoverable or take any relevant action towards any third party for infringement of any or all TradeMarks which may have occurred before or after the effectiveness of this Agreement.

ARTICLE 3 – CONSIDERATION

For good and valuable consideration for the assignment set forth herein, the receipt of which is hereby acknowledged, FCI shall pay to ASSIGNOR a price of €2000 (two thousand euros), tax excluded.

This price shall be paid by FCI to ASSIGNOR, 30 days end of month, by means agreed upon by the Parties, following receipt of a proper invoice from ASSIGNOR.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

- 4.1 ASSIGNOR's Representation and Warranty. ASSIGNOR represents and warrants that (a) it is the sole owner of all right, title and interest in and to each of the TradeMarks; (b) it has the sole and exclusive right and authority to enter into and perform this Agreement; and (c) 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 FCI's Representation and Warranties. FCI 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 – GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 5.1 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.
- 5.2 Settlement of Disputes. Any controversy, claim or dispute arising out of or relating to or in connection with this Agreement shall be tentatively settled through amicable settlement between the Chief Executive Officer of either Party. If such tentative fails for any reason whatsoever, both Parties agree to refer such controversy, claim or dispute to the **exclusive jurisdiction of the Courts of Paris, France.**

- 6.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior communications, negotiations, discussions, contract, whether oral or written with respect to the subject matter hereof.
- 6.2 Amendment, Modification. This Agreement may be amended or modified only by an instrument in writing signed by the Parties. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on any Party unless the same shall have been mutually agreed upon in writing by both Parties.
- 6.3 No Waiver. No waiver, no matter how long continued or how many times extended, shall be construed as a permanent waiver or as an amendment to this Agreement.
- 6.4 Language. This Agreement including its Exhibit as well as any communications between the Parties including the settlement of disputes shall be in the English language except documents to be provided for registration of this Agreement by the relevant patent offices.
- 6.5 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.
- 6.6 Registration of this Agreement. As to those countries requiring an application to register this Agreement or requiring recordation of this Agreement, ASSIGNOR agrees to execute and deliver to FCI all documents necessary for that purpose. Except as provided by laws, registration of this Agreement or of any assignment document shall be made by FCI at its own costs and expenses.
- 6.8 Severability. In the event any term or provision of this Agreement shall be for any reason whatsoever held invalid, illegal or unenforceable in any respect, then both Parties shall substitute therefore another provision as closely as possible reflecting the intended scope, effect and intent of the first mentioned provision. All other provisions shall remain unaffected.
- 6.9 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 by their respective representatives as of the date first above written.

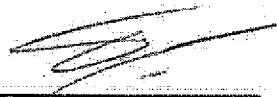
FCI Americas Technology LLC

FCI

By: _____



By: _____



Name: Thierry ROSSIGNEUX
Title: President

Name: Thierry ROSSIGNEUX
Title: VP Corporate – General Counsel

**EXHIBIT A
LIST OF TradeMarks**

Mark Name	Case N°	Country	Status	Class Number	Application Number	Application Date	Registration Number	Registration Date	Renewal Date
APEX SENSOMATE	553	China P.R.	Filed	9	1014212	24-aug-09			
APEX SENSOMATE	553	France	Filed	9	1014212	24-aug-09			
APEX SENSOMATE	553	Germany	Filed	9	1014212	24-aug-09			
APEX SENSOMATE	553	Great Britain	Registered	9	1014212	24-aug-09	1014212	24-aug-09	24-aug-19
APEX SENSOMATE	553	Hungary	Registered	9	1014212	24-aug-09	1014212	24-aug-09	24-aug-19
APEX SENSOMATE	553	International Registration	Registered	9	1014212	24-aug-09	1014212	24-aug-09	24-aug-19
APEX SENSOMATE	553	Ireland	Registered	9	1014212	24-aug-09	1014212	24-aug-09	24-aug-19
APEX SENSOMATE	553	Italy	Filed	9	1014212	24-aug-09			
APEX SENSOMATE	553	Korea South	Filed	9	1014212	24-aug-09			
APEX SENSOMATE	553	Poland	Filed	9	1014212	24-aug-09			
APEX SENSOMATE	553	Russian Federation	Filed	9	1014212	24-aug-09			
APEX SENSOMATE	553	Spain	Registered	9	1014212	24-aug-09	1014212	24-aug-09	24-aug-19
APEX SENSOMATE	553	Sweden	Filed	9	1014212	24-aug-09			
APEX SENSOMATE	553	United States	Filed	9	77676718	24-Feb-09			