

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SALE	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WIRE-PRO, INC		11/27/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	COOPER CROUSE-HINDS, LLC		
Street Address:	Wolf & 7th North Streets		
City:	Syracuse		
State/Country:	NEW YORK		
Postal Code:	13221		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1290846	GARRY ELECTRONICS	
Registration Number:	3004304	GC	
CORRESPONDENCE DATA			
Fax Number:	(713)209-8980		
Email:	JANET.REED@COOPERINDUSTRIES.COM		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	WIRE-PRO, INC.		
Address Line 1:	90 WEST BROADWAY		
Address Line 4:	SALEM, NEW JERSEY 08079		
ATTORNEY DOCKET NUMBER:	WPI-T-027973		
NAME OF SUBMITTER:	BARBARA A. WIDRA		
Signature:	/BARBARA A. WIDRA/		
Date:	10/04/2011		

CH \$65.00 1290846

Total Attachments: 17

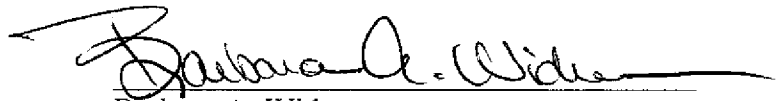
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COOPER CROUSE-HINDS, LLC

CERTIFICATE

The undersigned, Barbara A. Widra, Assistant Secretary of Cooper Crouse-Hinds, LLC, a Delaware limited liability company (the "Company"), hereby certifies that she has been duly elected, qualified and is acting in such capacity and that, as such, she is familiar with the facts herein certified and is duly authorized to certify the same, and hereby further certifies that pursuant to the Asset Purchase Agreement (the "Agreement") by and among Wire-Pro, Inc., WPI-Sarasota Division, Inc. and WPI-Viking Division S.A. de C.V. (collectively, the "Sellers") and the Company, the Company acquired certain Intellectual Property rights from the Sellers as set forth in the attached Exhibit A effective November 27, 2006,.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand as of the 4th day of October, 2011.



Barbara A. Widra
Assistant Secretary

ASSET PURCHASE AGREEMENT

AMONG

COOPER CROUSE-HINDS, LLC

(the "Buyer")

AND

WIRE-PRO, INC.

WPI-SARASOTA DIVISION, INC.

and WPI-VIKING DIVISION, S.A. de C.V.

(collectively, the "Sellers")

November 27, 2006

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is entered into on November 27, 2006, by and between Cooper Crouse-Hinds, LLC, a Delaware limited liability company (the "Buyer"), and Wire-Pro, Inc., a Pennsylvania corporation, WPI-Sarasota Division, Inc., a Florida corporation, and WPI-Viking Division, S.A. de C.V., a Mexico corporation (collectively, the "Sellers"). The Buyer and the Sellers are referred to individually as a "Party" and collectively as the "Parties."

This Agreement contemplates a transaction in which the Buyer will purchase certain of the assets (and assume certain of the liabilities) of the Business of Sellers in return for cash.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

1. CERTAIN DEFINITIONS

1.1 "Acquired Assets" means all right, title, and interest in and to all of the assets constituting the Business, including all of its (a) leaseholds and subleaseholds therein, improvements, fixtures, and fittings thereon, and easements, rights-of-way, and other appurtenants thereto (such as appurtenant rights in and to public streets), (b) tangible personal property (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, tools, jigs, and dies), including the tangible personal property of the Retained WPI Subsidiaries, (c) Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, (d) subject to the provisions of Sections 6.9 and 6.13, all agreements, contracts, indentures, mortgages, instruments, Security Interests, Government Contracts, guaranties, other similar arrangements, and rights thereunder, (e) accounts, notes, and other receivables, (f) the capital stock and membership interests in the Transferred WPI Subsidiaries, (g) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment (including any such item relating to the payment of Taxes apportioned for the Transferred WPI Subsidiaries, but excluding any such item relating to the payment of Taxes apportioned for the Sellers), (h) subject to the provisions of Sections 6.9 and 6.13, all franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from Governmental Bodies, (i) books, records, ledgers files, documents, correspondence, lists, plats, architectural plans, drawings, specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials, (j) any Cash in excess of an amount equal to WPI's good faith estimate of the unpaid Taxes of the Sellers and the Transferred WPI Subsidiaries (net of any amount the Sellers and the

1.32 "Excess Loss Account" has the meaning set forth in Treas. Reg. Section 1.1502-19.

1.33 "Fiduciary" has the meaning set forth in ERISA Sec. 3(21).

1.34 "Financial Statements" has the meaning set forth in Section 4.4 below.

1.35 "GAAP" means United States generally accepted accounting principles as in effect from time to time, consistently applied.

1.36 "Government Contracts" means any agreement or contract entered into between WPI, or any of its Subsidiaries, and any Governmental Body.

1.37 "Governmental Body" means any country, any national body (including the European Union), any state, province, municipality, or subdivision of any of the foregoing, any agency, governmental department, court, entity, commission, board, ministry, bureau, locality or authority of any of the foregoing, or any quasi-governmental or private body exercising any regulatory, taxing, importing, exporting, or other governmental or quasi-governmental function.

1.38 "Hart-Scott-Rodino Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

1.39 "Holdback Amount" means the sum of \$7,950,000.

1.40 "Inactive Employee" means all current employees of the Business who are not Active Employees and all former employees who were employed in the Business.

1.41 "Indemnified Party" has the meaning set forth in Section 8.4 below.

1.42 "Indemnifying Party" has the meaning set forth in Section 8.4 below.

1.43 "Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, (including all internet and intranet name(s), addresses, icon(s) and other designation(s) useful to identify or locate the Business on a computer network such as the world wide web), together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-

how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).

1.44 "Interest Rate" shall mean six percent (6%) per annum, calculated on the basis of a 365 days per year factor applied to the actual days on which there exists an unpaid amount.

1.45 "Knowledge" means the actual knowledge of Henry J. Barbera, Robert A. Barbera, William R. Barbera, Robert Oldstein, and Richard Bush, after their independent internal inquiry, or knowledge that such parties reasonably should have known, in the course of their respective capacities or duties as owners, officers and/or directors of the Sellers and the Transferred WPI Subsidiaries.

1.46 "L-Connector" means that certain product of the Business more particularly described as shell size 44, Mil-C 22992 Power Connectors.

1.47 "Laws" means all constitutions, statutes, regulations, by-laws, codes, ordinances, decrees, rules, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, or awards, policies, voluntary restraints, guidelines, directives, agreements with, requirements of, or instructions by any Governmental Body, general principles of common or civil law, and equity.

1.48 "Lease(s)" has the meaning set forth in Section 4.9.1.

1.49 "Legacy Facilities" means the properties listed on Schedule 1.49, and any other properties, whether owned or leased, where Sellers or any of their Subsidiaries, or any of their predecessors, operated the Business at any time prior to Closing.

1.50 "Liability" means any and all liability, obligation, loss, commitment, damage, or deficiency including interest, penalties, fines, reasonable fees of attorneys, accountants and consultants, and experts, and liability for Taxes (in each instance whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued, under accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

1.51 "Material Adverse Effect" means any change, effect, event, occurrence or state of facts that is material and adverse to the Business, financial condition, operations or results of operations of the Sellers and the Transferred WPI Subsidiaries, taken as a whole, other than changes, effects, events, occurrences and facts resulting from the announcement of the sale contemplated hereby, adverse changes impacting the Sellers' industry generally and changes, effects, events, occurrences and facts required to be made in accordance with this Agreement.

or successor, by contract, or otherwise, on a consolidated, combined, affiliated or unitary basis.

4.9 Leases.

4.9.1 Section 4.9 of the Disclosure Schedule lists and describes briefly all real property leased or subleased to any of the Sellers and the Transferred WPI Subsidiaries. The Sellers have delivered to the Buyer correct and complete copies of the Leases and subleases (collectively, the "Leases") listed in Section 4.9 of the Disclosure Schedule (as amended to date). With respect to each Lease pertaining to the facilities located at Moorpark, CA, Gardena, CA, Chelsea, MA, and Nogales, Mexico:

4.9.1.1 the Lease is legal, valid, binding, enforceable, and in full force and effect;

4.9.1.2 subject to landlord's acceptance, the Lease will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby;

4.9.1.3 no party to the Lease is in breach or default, and no event has occurred which, with notice or lapse of time, would constitute a breach or default or permit termination, modification, or acceleration thereunder;

4.9.1.4 no party to the Lease has repudiated any provision thereof;

4.9.1.5 there are no disputes, oral agreements, or forbearance programs in effect as to the Lease;

4.9.1.6 with respect to each sublease, the representations and warranties set forth in subsections 4.9.1.1 - 4.9.1.5 above are true and correct with respect to the underlying sublease;

4.9.1.7 none of the Sellers and the Transferred WPI Subsidiaries has assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the leasehold or subleasehold;

4.9.1.8 all facilities leased or subleased have received all approvals of governmental authorities (including licenses and permits) required in connection with the operation thereof and have been operated and maintained in accordance with applicable laws, rules, and regulations; and

4.9.1.9 all facilities leased or subleased are supplied with utilities and other services necessary for the operation of said facilities.

4.10 Intellectual Property.

4.10.1 Intellectual Property. The Sellers and the Transferred WPI Subsidiaries own or have the exclusive (except for off the shelf software) right to use pursuant to license, sublicense, agreement, or permission, all Intellectual Property, free of any encumbrance, license, or other restriction except as set forth in 4.10.1 of the Disclosure Schedule, (including without limitation the Intellectual Property set forth in Section 4.10.2, 4.10.3, and 4.10.4 below), necessary for the operation of its business or used by Sellers and the Transferred WPI Subsidiaries in the Business as presently conducted and as presently proposed to be conducted over the next six (6) months. Each item of Intellectual Property owned or used by any of the Sellers and the Transferred WPI Subsidiaries immediately prior to the Closing hereunder will be owned or available for use by the Buyer on identical terms and conditions immediately subsequent to the Closing hereunder.

4.10.2 Registered Intellectual Property. (a) Section 4.10.2(a) of the Disclosure Schedule identifies each patent, trademark registrations, copyright or domain name registrations which has been issued to any of the Sellers and the Transferred WPI Subsidiaries with respect to any of its Intellectual Property. (b) Section 4.10.2 (b) of the Disclosure Schedule identifies each pending application or application for registration for patents, trademarks, copyrights and domain names which any of the Sellers and the Transferred WPI Subsidiaries has made with respect to any of its Intellectual Property. (c) Section 4.10.2 (c) of the Disclosure Schedule identifies trade secrets and potentially patentable technology of the Sellers and Transferred WPI Subsidiaries that the Sellers have actively considered patenting, but have not been the object of a patent application. The Sellers have delivered to the Buyer correct and complete copies of all such patents, registrations, applications, and applications for the same and have made available to the Buyer correct and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of each such item. (d) Section 4.10.2 (d) of the Disclosure Schedule also identifies each trade name or unregistered trademark used by any of the Sellers and the Transferred WPI Subsidiaries in connection with any of its businesses.

4.10.3 Intellectual Property Licensed to the Business. Section 4.10.3 of the Disclosure Schedule identifies each item of Intellectual Property that any third party owns and that any of the Sellers and the Transferred WPI Subsidiaries uses pursuant to license, sublicense, agreement, or permission. The Sellers have delivered to the Buyer correct and complete copies of all such licenses, sublicenses, agreements, and permissions (as amended to date).

4.10.4 Intellectual Property Licensed by the Business. Section 4.10.4 of the Disclosure Schedule identifies licenses, sublicenses, agreements, and permissions (as amended to date) to any of its Intellectual Property (including without limitation any Intellectual Property that any third party owns that any of the Sellers and the Transferred WPI Subsidiaries uses pursuant to license, sublicense, agreement, or permission) granted by the Sellers or the Transferred WPI Subsidiaries to a third party. None of such licenses, sublicenses, agreements, and permissions purport to grant sole or exclusive

licenses to a third party, including without limitation, sole or exclusive licenses limited to specific fields of use. The Sellers have delivered to the Buyer correct and complete copies of all such licenses, sublicenses, agreements, and permissions (as amended to date).

4.10.5 Additional Representation and Warranties. With respect to each item required to be identified in Section 4.10.2, 4.10.3, and 4.10.4 of the Disclosure Schedule:

4.10.5.1 none of the Sellers and the Transferred WPI Subsidiaries have assigned or hypothecated the items for the same, except pursuant to the Wilmington Savings Fund Society Security Interest, which will be released by Closing;

4.10.5.2 none of the items are subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

4.10.5.3 no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or to Sellers' Knowledge is threatened which challenges the legality, validity, enforceability, use, or ownership of any items or any Intellectual Property the subject of the license, sublicense, agreement, or permission items;

4.10.5.4 none of the Sellers and the Transferred WPI Subsidiaries has ever agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item;

4.10.5.5 the patents, trademarks, copyrights and domain names are valid and enforceable and any patent, trademark, copyright and domain name issuing from applications therefore will be valid and enforceable; and

4.10.5.6 the license, sublicense (including the underlying license), agreement, or permission items are legal, valid, binding, enforceable, and in full force and effect and, if consent to assignment by a third party is required and such consent is granted by the third party, will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the Closing; to Sellers' Knowledge no party to the license, sublicense (including the underlying license), agreement, or permission items is in breach or default or repudiated any provision thereof; no event has occurred which with notice or lapse of time would constitute a breach or default or permit termination, modification, or acceleration thereunder; and no underlying item of Intellectual Property the subject of such sublicense (including the underlying license), agreement, or permission items is subject to any outstanding injunction, judgment, order, decree, ruling, or charge.

4.10.6 Third Party Issues. None of the Sellers and the Transferred WPI Subsidiaries has interfered with, infringed upon, misappropriated, or otherwise come into legal conflict with any Intellectual Property rights of third parties. To the Sellers'

Knowledge (after consultation with employees with responsibility for Intellectual Property matters), the Sellers and the Transferred WPI Subsidiaries will not interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property rights of third parties as a result of the continued operation of its Business as presently conducted and as presently proposed to be conducted. Except as set forth in Section 4.10.6 of the Disclosure Schedule, none of the Sellers and the Transferred WPI Subsidiaries have ever received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that any of the Sellers or the Transferred WPI Subsidiaries must license or refrain from using any Intellectual Property rights of any third party). To the Knowledge of any of the Sellers and the Transferred WPI Subsidiaries, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of any of the Sellers and the Transferred WPI Subsidiaries. Neither Sellers nor the Transferred WPI Subsidiaries have been sued for infringing the Intellectual Property of another entity or person. None of the Sellers and Transferred WPI Subsidiaries and the directors and officers (and employees with responsibility for Intellectual Property matters) of the Sellers and the Transferred WPI Subsidiaries have any Knowledge of any new products, inventions, procedures, or methods of manufacturing or processing that any competitors or other third parties have developed which reasonably could be expected to supersede or make obsolete any product or process of any of the Sellers and the Transferred WPI Subsidiaries.

4.10.7 Protection of Intellectual Property. Each of the Sellers and the Transferred WPI Subsidiaries have taken all reasonably and customary necessary action to maintain and protect each item of Intellectual Property the subject of Section 4.10.1, 4.10.2, 4.10.3, and 4.10.4. None of the processes, techniques and formulate, research and development results and other know-how relating to the Business, the value of which to the Sellers and the Transferred WPI Subsidiaries is contingent upon maintenance of the confidentiality thereof, has been disclosed by the Sellers or the Transferred WPI Subsidiaries or any Affiliate thereof to any person or entity other than those persons or entities who are bound by obligations of confidentiality or by operation of law. No filings or payments are required to be made within ninety (90) days of Closing with respect to the Intellectual Property of the Sellers or the Transferred WPI Subsidiaries.

4.11 Tangible Assets. Except for customer owned material, tooling and test equipment furnished in the Ordinary Course of Business (none of which is included on Sellers' Most Recent Balance Sheet), the Sellers and the Transferred WPI Subsidiaries own or lease all buildings, machinery, equipment, and other tangible assets necessary for the conduct of the Business as presently conducted and as presently proposed to be conducted. The tangible assets that are presently used in the Business (other than inventory covered by Section 4.12) are generally free from defects (patent and latent), have been maintained in accordance with Seller's historical practices, are in satisfactory operating condition and repair (subject to normal wear and tear), and are suitable for the purposes for which they are presently used.

**SCHEDULE 4.10
INTELLECTUAL PROPERTY**

4.10.1 – Intellectual Property, Encumbrances, Restrictions, etc.

None

4.10.2 (a) – List of Patent, Trademarks and Domain Registrations

(1) “WPP” – owner Wire-Pro, Inc.; Federal Reg. # 1,960,400; Registered 03-05-96; Renewal due 03-05-16

(2) “Garry Electronics” – owner Wire-Pro, Inc.; Federal Reg. # 1,290,846; Registered 08-21-84; Renewal due 18-21-14

(3) “Mutron” – owner WPI-Boston Division, Inc.; Federal Reg. # 1,530,111; Registered 03-14-89; Renewal due 03-14-09

(4) Viking and Design – owner Viking Electronics, Inc.; Federal Reg. # 848,530, Registered 05-07-88; Renewal due 05-07-08

(5) “GC Stylized” – owner Wire-Pro, Inc.; Federal Reg. # 3,004,304; Registered 10-04-05; Renewal due 10-4-11

(6) “Thorkom” – owner Viking Electronics, Inc.; Federal Reg. # 878,115 Registered 10-07-69; Renewal approved 11-15-89; next renewal due 10-07-09

	<u>Owner</u>	<u>Patent #</u>	<u>Issue Date</u>	<u>Expires</u>
(7)	Wire Pro, Inc.	# 5,159,651	10/27/1992	Expires in 2009 (may have lapsed)
(8)	WPI/Viking	# 6,077,132	06/20/2000	Next maintenance fee due 12/20/07; Expires 20 years from filing date

(9) wpi-interconnect.com; vikcon.com; burtonee.com

4.10.2 (b) – List of pending Patents, Trademarks or Domain Registrations

None

4.10.2 (c) – Trade secrets/patentable technology that Sellers considered patenting, but have not been the object of a patent application.

Developments in the RSL Fiber Systems, LLC product line have been significant. Although fiber optic lighting is not new, RSL has penetrated the Naval military market with a high intensity

lighting system that is now standard on a family of combatant ships. The techniques and equipment developed also show great potential in the commercial marine and offshore drilling markets in addition to petrochemical and hazardous facilities and locations.

The key areas of development that are to be pursued for patent protection are as follows:

1) Fiber optic cable and panel connectors- RSL uses a silica fiber stranded cable and its connectors are the only design available for termination of this lighting cable. A stainless steel ferrule is at the heart of this system. High temperature epoxy is utilized to withstand the extreme heat produced by the light source and applied upon the terminated fiber ends.

2) Illuminator (overall)- A highly durable unit that has passed military shock and vibration testing for use without the aide of shock mounts and can be mounted firmly and directly to a bulkhead.

3) Illuminator (component)- Redundant slide assembly allows for the rapid transfer of a new lamp into operation upon failure of the primary lamp (as required by critical applications). Automatic notification to the operator is also accomplished indicating future maintenance requirement.

4) Illuminator (component)- Multi-function Cassette that compactly houses a series of optical filters and shutters that provide for various functions such as dimming, flashing and of course color changing.

5) Luminaires (various)- RSLFS has developed numerous luminaire design for specific marine applications. They are the only remote source lighting luminaries currently supplied to the shipbuilders/navy. The designs can be easily modified to suit various applications.

4.10.2 (d) – Unregistered Trade names and Trademarks Used

General Connector

Burton Electrical Engineering

Cable Systems

WPI Sarasota

WPI Sarasota Division

Wire-Pro

WPI – Salem

Wenco

WPI

WPI Salem

Wire Pro, Inc.

WPI General Connector

WPI Garry Electronics

Garry Electronics

Garry Precision Screw Machine Div of Wire Pro

Sarasota Division

Viking Electronics
WPI Viking Electronics
WPI Cable Systems
WPI Cable Systems Mutron
WPI Boston
Cable Systems Mutron
Burton
WPI Burton
WPI Interconnect Products
WPI Boston Division

4.10.3 – Intellectual Property Used in Business But Owned By Others

OFF THE SHELF SOFTWARE

Product	Division	#lic	Cer/License	product ID
soft Office XP SBE	Sarasota	1	HKFPW-G2C8F-YHPWB-7FWWB-762XM	
soft Office XP SBE	Sarasota	1	M2VGR-YY8H7-7YFMQ-4YQ6F-39BYD	
soft Office XP SBE	Sarasota	1	KR7QQ-X2JXJ-VR4JM-PBHY4-BDV6Y	
soft Office XP SBE	Sarasota	1	HG6X9-TYHX7-CHBBP-TFCDB-QPKDB	
soft Office XP SBE	Sarasota	1	BXM2G-RXRDD-4WC8F-3TVCQ-J2M3D,	
Office XP SBE	Salem Plant	1	WY9RG-DBBTK-KY9GW-RXY43-J3H4J	54188-OEM-1792351-73383
soft Office XP SBE	Salem Plant	1	BHF4C-F4WRP-TYJXK-RKQCT-VFMXD	54188-OEM-1792351-50389
soft Office XP Pro	Viking	1		76487-oem-0011903-00102
soft Office 2003 SBE	Salem HDQ	1	Q48TX-WB6XW-HM6QC-F3KHJ-R7GB8	
soft Office Professional 2003	Burton	10	40956962 (one disk with 10 licenses)	
soft Office Professional 2003	Burton	4	70145-OEM-5790716-54882 (one disk 4 lic)	
soft Office 2003 Professional ne License 10 user	Sarasota	10	GK2PX-DK64F-FG34H-PC669-7F8YD (one disc with 10 licenses)	
soft Office 2003 Pro	Boston	1	70145-OEM-5790716-52687	
Product	Division	#lic	Cer/License	product ID
soft Office 2003 Standard	Salem HDQ	1	RC72C-KGQWB-98W9R-GJQX4-K38G7	
soft Office 2003 Standard	Boston	1	73102-OEM-5691563-24759	
soft Office 2002 Professional	Sarasota	1	TRRVF-RXB9X-K3W4F-WQQKG-33CDH	
soft Office 2002 Professional	Sarasota	1	XGFVF-CRTF6-97RKT-H4WCP-QDTM8	
soft Office 2000 SBE	Salem	1	K6TB4-HRK6W-9FDD-RKR2T-Y9JPQ	19400-OEM-0079507-30900
soft Office 2000 SBE	Salem	1	W9C9C-JWD6C-CCR7V-3VFTX-3VHCY	35301-OEM-0081615-98836
soft Office 2000 SBE	Salem	1	VY4ME-CMYTV-K4H7J-8KRF3-9FX76	32103-OEM-0081615-92230
soft Office 2000 SBE	Salem	1		10001-OEM-0079651-37830

Office 2000 SBE	Salem	1		24599-OEM-0079624-85020
soft Office 2000 SBE	Salem	1	HKYDY-JC743-8C4GD-3GCWG-BC4V3	31399-OEM-0079507-30900
soft Office 2000 SBE	Salem	1	WWX8K-2D97Y-FJPPY-JRPMJ-X36GD	17725-OEM-0098704-02033
soft Office 2000 SBE	Salem	1		34399-OEM-0079651-37830
soft Office 2000 SBE	Salem	1		35501-OEM-0081615-98836
soft Office 2000 SBE	Salem	1	R4CP6-7V7WG-DF4M7-JFRQY-D63WY	17403-OEM-0090327-99312
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soft Office 2000 SBE	Salem	1	JDC2M-D8YCB-M4V64-J8CYY-8KJ6Y	11502-OEM-0098704-02040
soft Office 2000 SBE	Salem	1		24101-OEM-0093027-99312
soft Office 2000 SBE	Salem	1	WDVF4-WJH38-Y6DXP-G3HF8-MYGKW	02034-OEM-0098704-02075
soft Office 2000 SBE	Salem	1	XMDM4-JQ4D9-KPH3R-9M7VP-8BGGT	30303-OEM-0098704-02038
soft Office 2000 SBE	Salem	1	PP2FP-24432-6Y2PM-CBJ7V-C6W4B	02304-OEM-0098704-02020
soft Office 2000 SBE	Viking	1		70160-oem-5691491-02954
soft Office 2000 SBE	Viking	1		70160-oem-5690357-98156
soft Office 2000 SBE	Viking	1		70160-oem-5691696-92077
soft Office 2000 SBE	Viking	1		70160-oem-5691696-92025
soft Office 2000 SBE	Viking	1		70160-oem-5691696-92039
soft Office 2000 SBE	Viking	1		70160-oem-5691696-92075
soft Office 2000 SBE	Viking	1		70160-oem-5691696-92093
soft Office 2000 SBE	Viking	1		70145-oem-5790617-45896

Product	Division	#lic	Cert/License	product ID
soft Office 2000 Pro	Boston	1	05503-OEM-0081804-73092	
soft Office 2000 Pro	Boston	1	23306-OEM-0081804-73092	
soft Office 2000 Pro	Boston	1	24406-OEM-0081804-73092	
soft Office 2000 Pro	Boston	1	31106-OEM-0081804-73092	

soft Office 2000 SBE (Open se)	Salem	1	DKMKB-T38CJ-M4J28-JJV FV-C2328	22601-OEM-0090327-99312
soft Office 2000 SBE (Open se)	Salem	1	DKMKB-T38CJ-M4J28-JJV FV-C2328	26501-OEM-0090327-99312
soft Office 2000 SBE (Open se)	Salem	1	DKMKB-T38CJ-M4J28-JJV FV-C2328	26501-OEM-0090327-99312
Office 2000 SBE (Open se)	Salem	1	DKMKB-T38CJ-M4J28-JJV FV-C2328	01204-OEM-0080742-13783

Office 2000 Standard	Salem	1	TCVCX-DHQFX-XTYT9-J7XPR-XDJBY	27501-OEM-0080742-13783
oft Office 2000 Standard	Salem	1	XMYD2-83CXF-2FKVB-GJWMD-Y9J8D	02003-OEM-0098704-02057
oft Office 2000 Standard	Salem	1	FHV9G-6D64D-2D834-4TDHT-VHHG8	17102-OEM-0098704-02074
oft Office 2000 Standard	Salem	1	T4QB6-QXW4G-2G4VY-8H2VQ-9J9YT	23301-OEM-0080742-13783
oft Office 2000 Standard	Salem	1	CWTDP-RJ4YG-MF8KR-268CB-B9J9Y	27601-OEM-0080742-13783
oft Office 2000 Standard	Salem	1	P77YQ-PR3B6-J88D6-3RHRV-YC88M	30401-OEM-0080742-13783
oft Office 2000 Standard	Salem	1	FHRPK-F3G7K-CVRQH-46HBH-643WJ	02901-OEM-0080742-74164
OSOFT OFFICE 2000	Boston	11	18204-OEM-0081804-73092 (one disc with 11 licenses)	
oft Office 97SBE	Salem	1	11299-OEM-0041826-29777	
oft Office 97SBE	Salem	1	28098-OEM-0037576-55983	
oft Office 97SBE	Salem	1	28098-OEM-0037576-56704	
oft Office 97SBE	Salem	1	11299-OEM-0041826-27632	
oft Office 97SBE	Salem	1	11197-OEM-0021641-26082	
oft Office 97SBE	Salem	1	17597-OEM-0023252-42117	
oft Office 97SBE	Salem	1	03699-OEM-0040604-58744	
oft Office 97SBE	Salem	1	25297-OEM-0024564-98624	
oft Office 97SBE	Salem	1	05097-OEM-0020804-49154	
oft Office 97SBE	Salem	1	07797-OEM-0020066-52979	
oft Office 97SBE	Salem	1	28997-OEM-0025716-68919	
oft Office 97SBE	Salem	1	28696-OEM-0015852-93804	
oft Office 97SBE	Salem	1	33697-OEM-0027892-16388	
oft Office 97SBE	Sarasota	1	04597-OEM-0020516-47065	
oft Office 97SBE	Sarasota	1	28997-oem-0025725-03976	
oft Office 97	Sarasota	39	9990-1456462, 2978-1456444, 2590-1456642, 2979-0788586, 9990-1456570, 8078-3921562, 6690-1456991, 4501-0029494, 2590-1456435, 6690-1456705, 2979-0792217, 2590-1456336	
oft Office 97	Sarasota			

Product	Division	#lic	Cert/License	product ID
oft Office 97	Sarasota		2978-1456462, 8089-4653287, 2590-1456507, 7790-1456543, 2490-1456462, 2590-1456496	
oft Office 97	Sarasota		2490-1456651, 2978-1456633, 2978-1456426, 2590-1456586, 6690-1456667, 2790-1456586	
oft Office 97	Sarasota		2490-1456633, 7790-1456050, 9990-1456577, 2590-1456426, 2590-1456462, 9990-1456543	
oft Office 97	Sarasota		2790-1456444, 7790-1456057, 9990-1456568, 4190-3405801, 4190-3405101, 2490-1456624	
oft Office 97	Sarasota		2590-1456444, 2590-1456496, 9990-1456471	
oft Office 95	Boston	1	25496-OEM-0014781-33855	
oft Works 8.5	Sarasota	1	H4JPF-23QJJ-2K7VC-4X86T-3W2DM	

Works 6.0	Sarasota	1	X06-01408	
Works 2000	Sarasota	1	06300-oem-0046567-33263	
Microsoft Works Suite 2002	Salem Plant	1	DPDY2-JJDQ6-C8PHC-BHCQQ-HG2CG	54189-OEM-1691542-49604
Microsoft Works Suite 2003	Boston	1	53602-442-0128532-19227	
Microsoft Powerpoint 2002	Salem	1	JJB4D-PYPMJ-Y29J6-7XDH6-MD276	open lic: 15880232 54194-640-2951506-16295
Microsoft Powerpoint 2002	Salem	1	DFW2R-7YVHG-K73H8-R8D26-8VX8T	54194-640-4856435-16753
Microsoft Powerpoint 2002	Salem	1	JVGQW-BRKJB-423YH-GH98T-8FKFW	
Microsoft Project 2002 (Open se)	Salem Plant	1	V8WHM-YY9FQ-XDM29-4MQCJ-X6T88	56130-640-0661951-16834
Microsoft Project 2002 (Open se)	Salem Plant	1	V8WHM-YY9FQ-XDM29-4MQCJ-X6T88	56130-640-0661951-16553
Microsoft Front Page 2002	Salem HDQ	1	CY63J-CGJ6R-4669C-FXJQ4-DHCQQ	54196-756-7996452-16532
		1	CY63J-CGJ6R-4669C-FXJQ4-DHCQQ	54196-756-7996452-16109
Microsoft Access 2002	Salem HDQ	1	FBQD3-8RXW3-F9GCF-HC6WV-9VWP9	54195-760-0474157-16576
Microsoft Excel 2000	Salem Plant	1	KQRFK-XM822-DX32P-1QYHP-8BGGB	23402-OEM-0098704-02032
Microsoft Word 2000	Sarasota	1	RVKP3-6THF2-KK2FX-V72CR-CMF3J	
Microsoft Word 2000	Sarasota	1	Q2DCR-FFQCY-79FXP-CFGM9-HJJHY	
Microsoft Word 2002	Salem Plant	1	CH8C6-7PPX8-WJX29-R6G27-CFTVW	54189-OEM-1691542-49635
Microsoft Word 2002	Salem Plant	1	P32H8-CKCDP-KG3RM-JKTFK-J7BCG	54189-OEM-1691542-49614
Microsoft Word 2002	Salem Plant	1	VP6HV-H6K6V-H9RVW-RWMCC-VPQ2M	54189-OEM-1650002-00005
MICROSOFT WORD/EXCEL 97	Boston	1	32197-OEM-0027014-86496	

Product	Division	#lic	Cert/License	product ID
ASTOR NOVABACKUP 7.3	Salem	1	2CP02811203X3L	
ASTOR NOVABACKUP 7.3	Salem	1	C2S028108533XR	
ASTOR NOVABACKUP 7.3	Salem	1	C2S028111913XR	
ing Data mvbase 1.3.02	Salem;RSL	43	4abc 5ce4 fed8 cad4 9495 613e	bf6b 365c 1041 94df a741
ing Data mvbase 1.3.02	Sarasota	29	7eac 49bf 3241 a5df 45ca fe14 3415	
ing Data mvbase 1.3.02	Viking	20	Renewed annually	
ing Data mvbase 1.3.02	Boston	16	Renewed annually	
ing Data mvbase 1.3.02	Burton	17	Renewed annually	
(Asent) 4.0	all	SITE	3653354-5258251	507626

Anti-Spam	Salem Plant	1	VWGV-BVR2-8BBF-DBYR-86JM-BBWR	
	Salem Plant	1	VHX3-Y3CP-VBBF-DQ7T-W4FK-BBWR	
Antec Anti-Virus	Salem/Viking & Burton	51	15665787-3935204	
Antec Anti-Virus	Sarasota	65	B8835667127	
Antec PC anywhere	Sarasota	2	Unavailable at the present time	
Antec PC anywhere	Salem Plant	2	Unavailable at the present time	
Micro OfficeScan	Salem/Boston	40	OS-4QFT-EVX5-QG9G-98PF	
Server Edition	Salem/Boston	40	TM-DRBM-WH7E-BPAR-UPS	
Micro Control Manager 3.0				
Alarm Pro 6.1.744.001	Sarasota	1	92wht-973qd-94fkt-9r5wdg-3dwpc0;	
Alarm Pro 6.5.722.00	Sarasota	1	gnfd-wi0pf-sndjj-m08pct-78fbg0	
Alarm Pro	Sarasota	1	6MXMH-I66V1-TB2JK-2XU4QR-16K2Q0	
Acrobat 5.0	Salem Plant	1	KWW500R7552039-349	
Acrobat 5.0	Sarasota	1	KWM500B7100768-100-312	
Acrobat 6.0	Sarasota	1	1016-1310-2343-5117-2498-2402	
Acrobat Elements	Boston	1	CA-OC6554602125BS-01PR	
Acrobat Elements	Boston	1	CA-OC6554602125BS-01TL	
Photoshop	Sarasota	1	1057-4307-9707-6761-5830-0105	
PC PAYROLL	Salem Plant	1		
Inventor Series 10.0	Burton	2	B2E37000	
Inventor .0	Salem Plant	1	339-44304311	
Inventor	Salem Plant	2	7550130886	
Inventor	Salem Plant	3	342-68147133	
Inventor 10	Viking	1	344-00357836	
Product	Division	#lic	Cert/License	product ID
desk Inventor 10	Viking	1	344-00357737	
OCAD 2004	Sarasota	1	341-25552084	
OCAD 14	Sarasota	1	110-99422409	
OCAD 2000i	Sarasota	1	339-21695520	
cad Mechanical Desktop	Viking	1	400-03215769	
cad Mechanical Desktop	Viking	1	400-03215769	
Cad LT 97	Boston	1	160-1055729	
Cad R14	Boston	1	110-99423435	
			QVAKN-DW3NQ-358F8-8686J, QV2K3-465NQ-	
	Sarasota	2	JL8F2-QE96K	
TOPWIN	Sarasota	1	020-1482198	
-MARK	Sarasota	1	PWIN 0117	

STANDARD	Sarasota	1	MVKGQ-2QBKF-3CKDK-2TB7V-PXV9T
IE	Sarasota	1	Unavailable at the present time
TENDER	Sarasota	2	5.0, 6.0
ROLABELLER	Sarasota	1	ML512
ARTA	Sarasota	1	39057624936
POINT PLUS (security m)	Sarasota	1	PP-A0F2-FE83-DF7F-AF39
FAX	Sarasota	14	Doesn't come with one.
AMWEAVER MX	Sarasota	1	DWD700-02250-82300-76822
er DVD	Sarasota	1	mv27894695951488
RNET MANAGER	Sarasota	1	IM-51-100-110028-VTNLES (Monitor 100 pc's)
E DIAGRAMER	Sarasota	1	D48012521258
RITE 6.0	Sarasota	1	6N64MSV0T5W0B
ek Key Creator	Viking	4	162286
on Internet Security	Viking	1	887943907
on Internet Security	Viking	1	gxjq9wbh3xbx
on Internet Security	Viking	1	xj2pbxdpbtd+D93
Engineer Wildfire	Boston	1	PTC Host ID 00-13-72-9E-EB-FD
mimark	Boston	1	Version 5.10 Build 4
MIMARK	Boston	1	Version 5.10 Build 4

See Itron Agreement attached as Exhibit 4.5.10

4.10.4 – Intellectual Property Owned By WPI Or Subsidiaries But Licensed To Others

None.

4.10.6 – Interference With Third Party Intellectual Property Rights

None.