

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
Leviton Manufacturing Co., Inc.		03/10/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Insulated Wire Corporation		
Street Address:	260 Forbes Boulevard		
City:	Mansfield		
State/Country:	MASSACHUSETTS		
Postal Code:	02048		
Entity Type:	CORPORATION: RHODE ISLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1168105	AMERICAN	
Registration Number:	3556356	AMERICAN INSULATED WIRE CORP.	
Registration Number:	2545841	TUF-FLEX	
CORRESPONDENCE DATA			
Fax Number:	(202)637-3593		
Phone:	202-383-0100		
Email:	eteas@sutherland.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:	C. Galus-Sutherland Asbill & Brennan LLP		
Address Line 1:	1275 Pennsylvania Avenue NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	77335-0470		
NAME OF SUBMITTER:	Christina J. Galus		

Signature:	/Christina J. Galus/
Date:	02/16/2012
Total Attachments: 5 source=Leviton to American Insulated 3-10-2010#page1.tif source=Leviton to American Insulated 3-10-2010#page2.tif source=Leviton to American Insulated 3-10-2010#page3.tif source=Leviton to American Insulated 3-10-2010#page4.tif source=Leviton to American Insulated 3-10-2010#page5.tif	

AMENDED AND RESTATED ASSIGNMENT OF TRADEMARK/SERVICE MARK
("AGREEMENT")

WHEREAS Leviton Manufacturing Co., Inc., a Delaware corporation, with its principal place of business at 201 North Service Road, Melville, NY 10017 ("Assignor"), is the owner of all right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, together with all goodwill associated with any of the foregoing (the "Marks").

WHEREAS American Insulated Wire Corporation, a Rhode Island corporation, with its principal place of business at 260 Forbes Boulevard, Mansfield, MA 02048 ("Assignee"), is desirous of acquiring all rights, title and interest in and to the Marks and registrations associated with them, together with the goodwill of the business symbolized by and associated with the Marks and their respective registrations.

WHEREAS Assignor and Assignee entered into an assignment agreement regarding the Marks dated February 22, 2010 ("Prior Assignment"), and wish to amend and restate the Prior Assignment as provided in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to the Marks and all goodwill of the business symbolized by and associated with the Marks, including all rights therein provided by international conventions and treaties, and the right to sue for and recover damages for past, present and future infringement, misappropriation, dilution or other violation of or conflict with the Marks and to stand in place of Assignor in all matters related thereto.

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 and/or its successors and assigns, such instruments

of sale, transfer, conveyance, assignment and confirmation that Assignee and/or its successors and assigns may reasonably request to record and confirm the assignment in this Agreement.

Assignor agrees to assist with any infringement proceedings or other legal actions associated with the Marks, including, for example, providing a statement, making an appearance, delivering testimony, files, records, or other information and materials that Assignee and/or its successors or assigns may reasonably request of or from Assignor that relate to any infringement proceedings or other legal actions associated with the Marks, whether based on past, present, or future actions; provided, that the owner of the Marks is responsible for all associated costs and expenses and reasonably compensates Assignor for its assistance.

Notwithstanding anything contrary in this Agreement, Assignee acknowledges and agrees that, as between Assignor and Assignee, Assignor owns, and will continue to own, all right, title, an interest in the AMERICAN & "Meatball" Design mark, as shown in the attached Schedule B ("Unassigned Design Mark"), including the "Meatball" design portion alone, and that nothing in this Agreement is intended to limit or otherwise affect Assignor's rights in the Unassigned Design Mark.

This Agreement, including the attached Schedules A and B, which are fully incorporated in it, contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written, and all contemporaneous oral negotiations, discussions, writings and agreements relating to the subject matter of this Agreement, including the Prior Assignment. 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.

Effective as of March, 2010

LEVITON MANUFACTURING CO., INC.

By: Mark Baydarian
Name: Mark Baydarian
Title : Chief Financial Officer

AMERICAN INSULATED WIRE
CORPORATION

By: Mark Baydarian
Name: Mark Baydarian
Title : Treasurer

SCHEDULE A

Mark Name	Design	Country	Status	Reg. No.
AMERICAN	AMERICAN	U.S.	Registered	1168105
AMERICAN INSULATED WIRE CORP.	AMERICAN INSULATED WIRE CORP.	U.S.	Registered	3556356
AMERICAN INSULATED WIRE CORP.	AMERICAN INSULATED WIRE CORP.	Canada	Registered	738296
TUF-FLEX	TUF-FLEX	U.S.	Registered	2545841

SCHEDULE B – Unassigned Design Mark

AMERICAN & Meatball Design Mark



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