

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM298453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wirekraft Industries, LLC		05/01/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wire Harness Contractors, Inc.		
Street Address:	101 S. Hanley Road		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1713207	BURCLIFF INDUSTRIES	
Registration Number:	1691163	WIREKRAFT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2149694804		
Email:	aashley@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	2727 North Harwood Street		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	021208-605002		
NAME OF SUBMITTER:	David L. Odom		
SIGNATURE:	/David L. Odom/		
DATE SIGNED:	03/18/2014		
Total Attachments: 6			
source=Assignment - Wirekraft to Wire Harness Contractors#page1.tif			
source=Assignment - Wirekraft to Wire Harness Contractors#page2.tif			
source=Assignment - Wirekraft to Wire Harness Contractors#page3.tif			
source=Assignment - Wirekraft to Wire Harness Contractors#page4.tif			

TRADEMARK

source=Assignment - Wirekraft to Wire Harness Contractors#page5.tif

source=Assignment - Wirekraft to Wire Harness Contractors#page6.tif

TRADEMARK AND PATENT ASSIGNMENT

This TRADEMARK AND PATENT ASSIGNMENT ("Assignment"), dated as of May 1, 2006 ("Effective Date"), is made by and between Wirekraft Industries, LLC, a Delaware limited liability company ("Assignor"), and Wire Harness Contractors, Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Electrical Components International Holdings Company, a Delaware corporation ("Purchaser"), Viasystems Group, Inc., a Delaware corporation ("Parent"), Wire Harness Holding Company, Inc., a Delaware corporation ("Seller"), and Wire Harness Industries, Inc. (the "Company"), are parties to that certain Stock Purchase Agreement (the "Purchase Agreement"), dated March 21, 2006, pursuant to which Purchaser is acquiring Parent's Wire Harness Business through the acquisition of the Shares of the Company from Seller; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor has agreed to assign to Assignee the Marks (as defined below) and the Patents (as defined below) and to execute this Assignment; and

WHEREAS, Assignor and Assignee will receive direct and indirect benefits from the transactions contemplated by this Assignment and the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual promises and covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

a. "Marks" means the trademarks, service marks and logos, whether in word mark, stylized and/or design formats, that are the subject of the registrations and pending applications set forth in Schedule A attached hereto, together with all translations, adaptations and derivations thereof owned by Assignor.

b. "Patents" means the patents and patent applications listed on Schedule B attached hereto and any and all patents or equivalents thereof (whether U.S. or foreign) that are or may be **granted** or issued therefrom, including, without limitation, any extensions, continuations, continuations-in-part, divisionals, reissues, reexaminations, re-registrations and renewals thereof (or equivalents of any of the foregoing anywhere in the world), and any other worldwide applications or patents that claim priority therefrom.

2. **Assignment.**

a. Assignment of Marks. Assignor hereby assigns, sells, transfers and conveys to Assignee all of its rights, title and interest throughout the world in and to the Marks and all registrations and applications issued or pending for the Marks, together with the goodwill of the business symbolized by the Marks and all rights, claims and privileges pertaining to the Marks, including, without limitation, the right to maintain and prosecute trademark registrations and applications for the Marks and the right to sue and recover damages for past, present and future infringement of the Marks.

b. Assignment of Patents. Assignor hereby assigns, transfers and conveys to Assignee all of its rights, title and interest throughout the world in and to the Patents, all underlying inventions claimed in the Patents, and all rights, claims and privileges pertaining to the Patents and such inventions, including, without limitation, (a) the right to maintain and prosecute the Patents, (b) the right to make applications for patents or other forms of protection for such inventions and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any other relevant convention or treaty, and the right to invoke and claim such right of priority without any further written or oral authorization from Assignor, and (c) the right to sue and recover damages for past, present and future infringement of the Patents.

3. **Further Actions.**

Each party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate or as Assignee may reasonably request from time to time to fully vest, effect or perfect in Assignee all rights, title and interest in and to the Marks and Patents or otherwise carry out the purposes and intent of this Assignment. Such actions include, without limitation, providing documents and information useful or necessary to prosecute any application to register any of the Marks or to apply for a patent, maintain any registered Mark or issued Patent, or pursue or defend any administrative, court, or other legal proceeding involving any of the Marks or Patents.

4. **Miscellaneous.**

a. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

b. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

c. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

d. This Assignment shall be governed by and construed in accordance with the rules and substantive laws of the State of New York, without regard to conflict of laws provisions thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

WIREKRAFT INDUSTRIES, LLC

By: [Signature]

Name: Daniel J. Weber

Title: Secretary

WIRE HARNESS CONTRACTORS, INC.

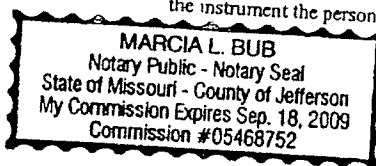
By: [Signature]

Name: Daniel J. Weber

Title: Secretary

State of Missouri
County of St. Louis
On May 1, 2006 before me, Marcia L. Bub
Name of Notary Public
Personally appeared Daniel J. Weber
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.



Marcia L. Bub
Signature of Notary Public

State of Missouri
County of St. Louis
On May 1, 2006 before me, Marcia L. Bub
Name of Notary Public
Personally appeared Daniel J. Weber
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.



Marcia L. Bub
Signature of Notary Public

SCHEDULE A

MARKS

Mark	U.S. Registration No.	Registration Date
BURCLIFF INDUSTRIES	1,713,207	Sept. 8, 1992
WIREKRAFT	1,691,163	June 6, 1992

SCHEDULE B

PATENTS

Title	U.S. Patent No.	Date Issued
Defrost Heater with Spiral Vent	5,545,878	Aug. 13, 1996
Defrost Heater for Cooling Appliance	5,552,581	Sept. 3, 1996
Defrost Heater End Cap	6,140,623	Oct. 31, 2000