

MDP  
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03-08-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇨ ⇨ ⇨



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102006843

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
BIW Connector Systems, L.L.C.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Limited Liability Company-Calif.

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: ITT Industries, Inc.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 4 West Red Oak Lane  
City: White Plains State: NY Zip: 10604

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Indiana  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: 12/18/2001

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 1,844,196;  
2,013,240; 2,267,565; 2,290,408;

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Roger C. Turner  
 Internal Address: ITT Cannon  
 \_\_\_\_\_  
 Street Address: 666 East Dyer Road  
 \_\_\_\_\_  
 City: 12500a Chna State: CA Zip: 92705

03/07/2002 ANNED1 00000145 1844196  
 01 FC:481 40.00 CH  
 02 FC:482 12500a CHna

6. Total number of applications and registrations involved: ..... 8

7. Total fee (37 CFR 3.41).....\$ 320.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
09-0605

DO NOT USE THIS SPACE

9. Signature.  
Roger C. Turner, Reg. No. 27,492                      January 31, 2002  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

03/07/2002 ANNED1 00000145 090605 1844196  
 01 FC:481 40.00 CH  
 02 FC:482 12500a CHna

TRADEMARK  
 REEL: 002456 FRAME: 0936

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY  
(CONTINUED-PAGE 2 OF 2)**

Continuation of Item 4 B:

2,303,302

2,336,453

2,368,977

2,422,922

# TRADEMARK ASSIGNMENT

WHEREAS, BIW Connector Systems, L.L.C., a California Limited Liability Company having offices at 500 Tesconi Circle, Santa Rosa, California 95401, U.S.A. ("BIW"), owns all right, title, and interest in the trademarks (registered and unregistered) identified in Exhibit A (hereinafter "the Marks") together with the goodwill of the business symbolized by the Marks; and

WHEREAS, effective December 18, 2001 (the "Effective Date") ITT Industries, Inc. ("ITT"), a corporation of the State of Indiana, having its principal office at 4 West Red Oak Lane, White Plains, New York 10604, U.S.A. desires to acquire and own BIW's entire right, title, and interest in and to, in all countries throughout the world, the Marks identified in Exhibit A together with the goodwill of the business symbolized by the Marks.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, BIW hereby sells, assigns, transfers, and sets over to ITT, its lawful successors and assigns, BIW's entire right, title, and interest in and to the Marks identified in Exhibit A and the goodwill of the business symbolized by the Marks; and BIW hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue registrations for such Marks on any applications identified in Exhibit A, to issue all registrations for such Marks to ITT, its successors and assigns, in accordance with the terms of this Assignment;


BIW HERBY further transfers and assigns to ITT all causes of action, rights, and remedies arising under any of the Marks occurring prior to or after the Effective Date of this Agreement, including but not limited the right to sue for past, present and future infringement;

BIW HEREBY further covenants that BIW has the full right to convey the interest assigned by this Assignment, BIW will take all action and execute all documents necessary to perfect the interest assigned hereby, and BIW has not executed and will not execute any agreement in conflict with this Assignment;

AND, BIW HEREBY further covenants and agrees that BIW, through its officers and employees, will, without further consideration, communicate with ITT, its successors and assigns, any facts known to BIW and its officers and employees respecting the Marks and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Marks in said ITT, its successors and assigns, make all rightful oaths and declarations, and generally do everything possible to aid ITT, its successors and assigns, to obtain and enforce proper trademark protection under the Marks in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by ITT, its successors and assigns.

IN TESTIMONY WHEREOF, each party has caused its duly authorized representative to execute this Assignment.

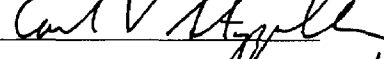
BIW Connector Systems, L.L.C.

By   
Name: William Suddath

Title: Manager

Date: 12/18/01

ITT Industries, Inc.

By   
Name: Carl V. Strazzulla

Title: Director of Corporate Development + Planning

Date: 12/18/01

**EXHIBIT A**

Trademark: **EFT**  
Registration No: **1,844,196**  
Expiration: July 2004  
Jurisdiction: United States

Trademark: **BIW Connector Systems**  
Registration No: **2,013,240**  
Expiration: December 2007  
Jurisdiction: United States

Trademark: **Splicelok**  
Registration: **2,267,565**  
Expiration: August 2009  
Jurisdiction: United States

Trademark: **Safe-T-Lok**  
Registration: **2,290,408**  
Expiration: November 2009  
Jurisdiction: United States

Trademark: **Mini-SD**  
Registration: **2,303,302**  
Expiration: December 2009  
Jurisdiction: United States

Trademark: **BrakeLynx 500**  
Registration: **2,336,453**  
Expiration: March 2010  
Jurisdiction: United States

Trademark: **Captor**  
Registration: **2,368,977**  
Expiration: July 2010  
Jurisdiction: United States

Trademark: **E-Zec-Feed**  
Registration: **2,422,922**  
Expiration: January 2011  
Jurisdiction: United States