

08-27-2002



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To The Honorable Commissioner of

102202263

ched original documents or copy thereof.

1. Name of conveying party(ies):  
**Quad Systems Corporation**  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State: **Delaware**  
 Other:

8.19.02

Additional name(s) of conveying party(ies) attached?  YES  NO

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other:

Execution Date: July 9, 2001

2. Name and address of receiving party(ies):  
Name: **Tyco Electronics Corporation**

Internal Address:  
Street Address: **2901 Fulling Mill Road**  
City: **Middletown**  
State: **Pennsylvania** ZIP: **17057**

Individual(s) citizenship:  
 Association:  
 General Partnership:  
 Limited Partnership:  
 Corporation-State: **Pennsylvania**  
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  YES  NO  
(Designation must be a separate document from Assignment)  
Additional name(s) & address attached?  YES  NO

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

B. Trademark registration No.(s) 1,396,464

Additional numbers attached?  YES  NO

5. Name and address of party to whom correspondence concerning documents should be mailed:

Name: **Denise I. Mroz**  
Internal Address:  
**WOODCOCK WASHBURN LLP**  
**One Liberty Place - 46th Floor**  
Street Address: **1650 Market Street**  
City: **Philadelphia** State: **Pennsylvania**  
ZIP: **19103-7301**

6. Total number of applications and registrations involved:  
1

7. Total fee (37 CFR 3.41):.....\$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: **23-3050**  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Denise I. Mroz, Esq.

Name of Person Signing

Signature

August 15, 2002

Total number of pages including cover sheet, attachments, and document: 6

**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project. (0651-0011).

OFFICE OF PUBLIC RECORDS  
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FINANCE SECTION  
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## TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of July 9, 2001 by and between QUAD SYSTEMS CORPORATION, a Delaware corporation and debtor and debtor-in-possession ("Assignor"), and TYCO ELECTRONICS CORPORATION, a Pennsylvania corporation ("Assignee").

WHEREAS, the Assignor is a debtor and debtor-in-possession in case no. 00-35667 filed under chapter 11 of title 11 of the United States Code, as amended (the "Bankruptcy Code"), pending before the United States Bankruptcy Court for the Eastern District of Pennsylvania.

WHEREAS Assignor is the owner of the trademark registrations listed on Exhibit A attached hereto, and various unregistered trademarks listed on Exhibit B attached hereto (the "Marks").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 31, 2001 (the "Asset Purchase Agreement"), pursuant to which Assignor agreed to assign all right, title and interest in and to the Marks and any and all goodwill associated with the Marks to Assignee;

WHEREAS Assignee desires to acquire the Marks and any and all goodwill associated with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, and otherwise conveys to Assignee, pursuant to and in accordance with Section 365 of the Bankruptcy Code, all of Assignor's right, title, and interest in and to the following:

1. each of the Marks;
2. the goodwill of the business symbolized by and associated with the Marks; and
3. all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks.

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

ASSIGNOR

QUAD SYSTEMS CORPORATION,  
debtor and debtor-in-possession

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed to:

ASSIGNEE

TYCO ELECTRONICS CORPORATION

By: \_\_\_\_\_  
Name: *William T. Neen*  
Title: *VP Business Development*

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

ASSIGNOR

QUAD SYSTEMS CORPORATION,  
debtor and debtor-in-possession

By: *Thomas J. Shrock*  
Name: *Thomas J. Shrock*  
Title: *President/CEO*

Acknowledged and Agreed to:

ASSIGNEE

TYCO ELECTRONICS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT A

**Registered Trademarks**

Trademark	Country	Registration No.	Registration Date
QUAD	USA	1,396,464	June 10, 1986
FACTNET	USA	1,383,165	February, 18, 1986
QUAD STAR	USA	1,497,420	July 26, 1988

EXHIBIT B

**Unregistered Trademarks**

No complete list exists. Including, without limitation:

QSP-2 PLUS  
QSOFT  
IQ  
QUADALIGN  
QSX-1PLUS  
"Q" SERIES  
"C" SERIES  
QUADSCAN  
MT-30  
MERIDIAN

COMMONWEALTH OF PENNSYLVANIA )  
: ss:  
COUNTY OF Bucks )

On this 9 day of June, 2001, before me personally came theodore J. Stancak, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the GUAD SYSTEMS CORP CEO of Assignor; he signed the instrument in the name of Assignor; and he had the authority to sign the instrument on behalf of Assignor.

Lynn Schwartz  
Notary Public

