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Tab settings

4-28-03

To the Honorable Commissioner of Patents and

original documents or copy thereof.

1. Name of conveying party(ies):

Southwire Company

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 31, 2003

2. Name and address of receiving party(ies):

Name: Rea Magnet Wire Company, Inc.

Internal Address:

Street Address: 3600 E. Pontiac Street

City: Fort Wayne State: IN ZIP: 46803

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,028,694

Additional numbers Yes No

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

Name: Thomas A. Adams

Internal Address: Baker & Daniels

Street Address: 111 East Wayne Street, Suite 800

City: Fort Wayne State: IN ZIP: 46802

6. Total number of applications and registrations involved: 1

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

- Enclosed Check # 108840
- Authorized to be charged to deposit account

8. Deposit account number:

Any additional fees, Baker & Daniels 02-0385

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01 FC:8521

40.00 OP

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.

Thomas A. Adams

Name of Person Signing

Signature

April 23, 2003

Date

Total number of pages including cover sheet, attachments, and

4 TRADEMARK

ASSIGNMENT OF MARKS

WHEREAS, Southwire Company, a Delaware corporation having its principal place of business at One Southwire Drive, Carrollton, Georgia 30119, USA, (hereinafter "Assignor"), has adopted, owns, has continuously used, and is using certain trademarks, trade names, trade dress and service marks, as shown on the attached Schedule A that is hereby incorporated herein (hereinafter collectively the "Marks"), in connection with its goods and services; and

WHEREAS, Assignor owns a current and valid federal registration for the Mark Magneflex, No. 2,028,694 upon the Principal Register of the United States Patent and Trademark Office (hereinafter the "Registration"); and

WHEREAS, REA Magnet Wire Company, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 3600 E. Pontiac Street, Fort Wayne, Indiana 46803, USA, (hereinafter "Assignee"), has entered into an Asset Purchase Agreement whereby it shall acquire said Marks, together with the goodwill of the business symbolized by said Marks and the Registration and any other state, federal, or foreign rights and/or registrations of the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all its worldwide right, title and interest in and to the Marks and any registrations of such Marks, together with the goodwill of the business symbolized by said Marks and any right to sue and recover for any past infringements of the Marks. Assignor further agrees to execute any documents and provide any assistance reasonably requested by Assignee to effectuate such assignment, to obtain or assign domestic or foreign registrations of the Marks, or to sue and recover for any past infringements of the Marks. Assignor further represents and warrants that it is now using and has continuously used in commerce the Marks in connection with its goods and services and Assignor is not aware of any claim of infringement, dilution, or violation of other right based upon its use of the Marks.

This Assignment is effective as of the 31 day of January, 2003.

ASSIGNOR

By: Lee W. Richards

Typed Name: LEE W. RICHARDS

Title: Vice Chairman

STATE OF Georgia)
) SS:
CITY OF Carrollton)

Before me, the undersigned, a Notary Public in and for said City and State, this 31 day of January, 2003, personally appeared Lee W. Richards, known to me to be the Vice Chairman of Southwire Co., a Delaware corporation, and acknowledged the execution of the above and foregoing instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein expressed.

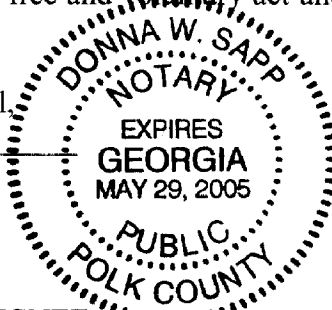
WITNESS my hand and Notarial Seal,

Donna W. Sapp

, Notary Public

My Commission Expires:

May 29, 2005



ASSIGNEE

By: Larry E. Bagwell

Typed Name: LARRY E. BAGWELL

Title: PRESIDENT / CEO

STATE OF Georgia)
) SS:
CITY OF Carrollton)

Before me, the undersigned, a Notary Public in and for said City and State, this 31 day of January, 2003, personally appeared Larry E. Bagwell, known to me to be the President of ^{Real Magnet} Wire Co. Inc., a Delaware corporation, and acknowledged the execution of the above and foregoing instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal,

Donna W. Sapp

, Notary Public

My Commission Expires:

May 29, 2005



SCHEDULE A

<u>MARK</u>	<u>U.S. REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS/SERVICES</u>
MAGNEFLEX	2,028,694	January 7, 1997	insulated transformer wire in Class 9
SSP	common law only – with no right to use the name "Southwire"	n/a	custom design and engineering services in the field of wire; wire