# 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
Compaq Trademark B.V.		104/11/2005	Private Limited Liability Company: NETHERLANDS

### **RECEIVING PARTY DATA**

Name:	Tyco Electronics Corporation	
Street Address:	2901 Fulling Mill Road	
City:	Middletown	
State/Country:	PENNSYLVANIA	
Postal Code:	17057	
Entity Type:	CORPORATION: PENNSYLVANIA	

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2437773	FLATPAQ

# **CORRESPONDENCE DATA**

Fax Number: (650)361-5623

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (650) 361-2483

Email: mgerstne@tycoelectronics.com

Correspondent Name: Marguerite E. Gerstner
Address Line 1: 307 Constitution Drive

Address Line 2: MS R20/2B

Address Line 4: Menlo Park, CALIFORNIA 94025

NAME OF SUBMITTER:	Marguerite E. Gerstner	
Signature:	/meg/	
Date:	05/03/2005	

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#### **AGREEMENT**

WHEREAS, TVM Group, Inc. d/b/a Elcon Products International Company ("Elcon"), a California Corporation, was acquired by Tyco International Ltd. and subsequently became part of Tyco Electronics Corporation ("Assignee"), a Pennsylvania corporation having its principal place of business at 2901 Fulling Mill Road, Middletown, Pennsylvania 17057, United States of America.

WHEREAS Compaq Trademark B.V. ("Compaq") is a private limited liability company, incorporated under the laws of the Netherlands, whose address is Startbaan 16, 1187 XR Amstelveen, the Netherlands.

WHEREAS Compaq Information Technologies Group, L.P. whose name has changed to Hewlett-Packard Development Company, L.P. ("HPDC"), and Elcon entered a Settlement Agreement (the "Settlement Agreement") and a License Agreement (the "License Agreement") effective August 26, 1999 (the "Agreements") regarding the trademark FLATPAQ.

#### NOW, THEREFORE:

- 1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Compaq and HPDC ("Assignors") assign to Assignee, on an "as-is" basis, all their right, title, and interest, if any, in and to the trademark "FLATPAQ" (the "Trademark"), including the trademark registrations listed in Schedule "A", and together with the goodwill of the business symbolized by the Trademark and the right to bring suit and recover damages for past infringement, if any.
- 3. Assignee expressly accepts and assumes any and all liabilities, debts, and other obligations associated with the Trademark.
- 4. ASSIGNORS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE EXTENT OR VALIDILTY OF THEIR RIGHTS IN THE TRADEMARK, OR AS TO THE STATUS OF ANY ASSOCIATED APPLICATIONS OR REGISTRATIONS. ASSIGNORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE TRADEMARK, INCLUDING ANY WARRANTY OF TITLE OR NON-INFRINGEMENT OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5. Assignors will execute additional documents as may be necessary to perfect or record this Agreement, provided that these documents do not materially change the terms of this Agreement.
- 6. For a period of ten years, Assignee will not seek to use or register any mark containing the consecutive letters "PAQ" at the end of a word, other than the

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Trademark, for computers and computer peripherals, without Compaq's prior written consent.

- 7. Neither this Agreement nor anything else herein shall be interpreted to be Assignor's consent to any future attempted registration, registration, or use of any mark by Assignee that includes the consecutive letters "PAQ", other than the Trademark for electrical connectors for connecting cable and electrical leads to circuit boards and other electrical devices.
- 8. The parties to this agreement mutually agree that the License Agreement is hereby terminated in all respects. Each party forever waives the right to bring action against any other party or successor in interest for breach of the License Agreement.
- 9. This agreement contains the complete understanding of the parties with respect to the subject matter hereof.
- 10. The parties represent and warrant that they each have the capacity and right to enter into this agreement.
- 11. This agreement may be executed in counterparts, each of which shall be deemed an original, but both of which shall together constitute one instrument.

HEWLETT-PACKARD DEVELOPMENT
COMPANY, L.P., (formerly known as Compaq
Information Technologies Group, L.P.)

COMPAQ TRADEMARK B.V.

By HPQ HOLDINGS, LLC, its General Partner:

John Tiedge, Esq. Sassistant General Counsel

Dated: April 11, 2005

By:

James F. Struthers, Esq.

Attorney

Dated: April \_\_\_\_\_\_, 2005

TYCO ELECTRONICS CORPORATION

By:

Marguerite E. Berstrer

Assistant Samuel Sam

Assistant Secretary

Dated: April 7, 2005

# SCHEDULE "A" FLATPAQ Registrations

Jurisdiction	Registration Number	Registration Date	Filing Date
United States	2437773	March 27, 2001	November 19, 1996
France	95571824	May 16, 1995	May 16, 1995
Japan	4135113	April 10, 1998	May 16, 1995
Korea	354062	January 20, 1997	May 16, 1995

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**RECORDED: 05/03/2005**