

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
Upstate Systems Tec, Inc.		01/18/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	OnQ/Legrand, Inc.		
Street Address:	301 Fulling Mill Road		
Internal Address:	Suite G		
City:	Middletown		
State/Country:	PENNSYLVANIA		
Postal Code:	17057		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78473874	TECSTREAM	
Registration Number:	2700308	USTEC DIGITAL NETWORKING SOLUTIONS	
Registration Number:	3179896	CELAN	
CORRESPONDENCE DATA			
Fax Number:	(203)252-5001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	860-275-6700		
Email:	bnabulsi@mccarter.com		
Correspondent Name:	Bas N. Nabulsi, Esq.		
Address Line 1:	695 East Main Street		
Address Line 2:	Financial Centre, Suite 304A		
Address Line 4:	Stamford, CONNECTICUT 06901-2138		
ATTORNEY DOCKET NUMBER:	100466.00001		
NAME OF SUBMITTER:	Basam E. Nabulsi, Esq.		

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Signature:	/ben/
Date:	03/14/2007
Total Attachments: 7 source=1.1#page1.tif source=1.1#page2.tif source=1.1#page3.tif source=1.1#page4.tif source=1.1#page5.tif source=1.1#page6.tif source=1.1#page7.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Upstate Systems Tec, Inc., a New York corporation (hereinafter referred to as the "**Assignor**"), has adopted, used, and is using or has used in United States commerce the marks identified on the attached **Schedule A** (hereinafter referred to as the "**Marks**"); and

WHEREAS, OnQ/Legrand, Inc., a Delaware corporation (hereinafter referred to as the "**Assignee**"), has agreed, in accordance with the Purchase Agreement executed contemporaneously herewith (hereinafter referred to as the "**Purchase Agreement**") among the Assignee, the Assignor, and those stockholders of the Assignor identified on the signature pages to the Purchase Agreement, to acquire, *inter alia*, the Assets (as defined in the Purchase Agreement), which includes, among other things, all of Assignor's right, title and interest in and to the Marks and any registrations and applications therefor in the United States, together with all of the goodwill of the Business associated with the use of and symbolized by the Marks;

NOW, THEREFORE, in connection with the consummation of the transactions contemplated by the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, its entire right, title and interest in and to the Marks, and all registrations and applications therefor in the United States, together with all common law rights therein and all of the Assignor's goodwill of the business associated with the use of and symbolized by the Marks, and along with all claims for damages or other relief by reason of past, present, and future infringement of the rights assigned under this Trademark Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, and any and all rights of whatever kind it may have, whether existing or inchoate, in any and all trademarks, service marks, trade names, logos, or trade styles employed in the conduct of the Business (as defined in the Purchase Agreement), together with all of the goodwill of the Business associated with the Marks, as fully and entirely as if the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

For the above-noted consideration, Assignor agrees that upon request and at the expense of the Assignee, its successors or assigns, it shall execute and deliver any papers which may be reasonably necessary or desirable fully to transfer title and otherwise secure to the Assignee, its successors and assigns, the Marks and all rights therein and good will associated therewith.

Assignor hereby constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney or attorneys of the Assignor, with full power of substitution, for it and in its name and stead or otherwise, but at the sole expense and on behalf of and for the benefit of the Assignee, its successors and assigns, to institute and prosecute from time to time, any proceedings at law, in equity or otherwise, that the Assignee, its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Marks hereby sold and transferred, and to defend and compromise any and all actions, suits or proceedings in respect of said Marks, and, generally, to do any and all such acts and things in relation thereto as the Assignee, its successors or assigns, shall reasonably deem advisable including, but not limited to, the execution and delivery of any assignments and instruments in furtherance hereof. The

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Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by the Assignor.

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TRADEMARK
REEL: 003499 FRAME: 0602

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized officers, do hereby execute this Trademark Assignment as of this 18th day of January 2007.

ATTEST:

UPSTATE SYSTEMS TEC, INC.



By: 

Name:

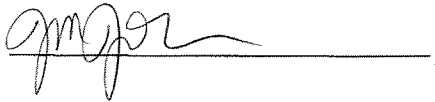
Lynn J. Hartide

Title:

Chief Executive Officer

ATTEST:

ONQ/LEGRAND, INC.



By: 

Name:

Douglas A. Fikse

Title:

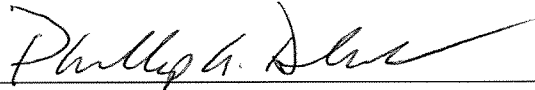
President

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TRADEMARK
REEL: 003499 FRAME: 0603

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 18th day of January, 2007, before me, the undersigned, a notary public in and for said state, personally appeared Lynn J. Hartwick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Instrument, the individual or the person upon behalf of which the individual acted executed the Instrument.



Notary Public

PHILLIP A. DELMONT
Notary Public, State of New York
Qualified in Erie County
Commission Expires August 10, 2010

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TRADEMARK
REEL: 003499 FRAME: 0604

STATE OF NEW YORK)
COUNTY OF ERIE)^{SS:}

On the 18th day of January, 2007, before me, the undersigned, a notary public in and for said state, personally appeared Douglas A. Fikse, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Instrument, the individual or the person upon behalf of which the individual acted executed the Instrument.



Notary Public

PHILLIP A. DELMONT
Notary Public, State of New York
Qualified in Erie County
Commission Expires August 10, 2010

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TRADEMARK
REEL: 003499 FRAME: 0605

Schedule A

Marks

U.S. FEDERAL TRADEMARK REGISTRATIONS		
Mark	Registration Number	Registration Date
USTEC DIGITAL NETWORKING SOLUTIONS and logo	2,700,308	3/25/2003
ceLAN	3,179,896	12/5/2006

U.S. FEDERAL TRADEMARKS FILED AND PENDING		
Mark	Application Number	Application Date
tecSTREAM and logo	78/473,874	8/26/2004

COMMON LAW TRADEMARKS/SERVICE MARKS
CeLAN
iLAN
ProLAN
tecReady
tecPort
tecWire
tecCenter
tecBracket
tecPlate

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Schedule A cont'd

COMMON LAW TRADEMARKS/SERVICE MARKS Cont'd
tecPod
tecFlex
tecPak
tecReady
iLife
Homes of Distinction are Well Connected
Designed with the Builder in Mind
[re]Connected to Home
UStec

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