

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	License Termination Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southwire Company		11/04/2013	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Newire, Inc.		
Street Address:	247 Bayshore Drive		
City:	Hendersonville		
State/Country:	TENNESSEE		
Postal Code:	37075		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2854414	DECABLE	
Registration Number:	3555399	QLT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	pmiller@mcginniplaw.com		
Correspondent Name:	Phillip E. Miller		
Address Line 1:	8321 Old Courthouse Road, Suite 200		
Address Line 4:	Vienna, VIRGINIA 22182-3817		
ATTORNEY DOCKET NUMBER:	NEW.016; NEW.017		
NAME OF SUBMITTER:	Phillip E. Miller		
SIGNATURE:	/Phillip E. Miller/		
DATE SIGNED:	12/15/2014		
Total Attachments: 35			
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LICENSE TERMINATION AGREEMENT

THIS LICENSE TERMINATION AGREEMENT (the "Agreement") is made and entered as of November __, 2013 (the "Effective Date"), by and between NeWire, Inc., a Delaware corporation ("NeWire") and Southwire Company, a Delaware corporation ("Southwire").

RECITALS

WHEREAS, effective August 22, 2005, NeWire (formerly known as DeCorp Americas, Inc.) and Southwire entered into a License Agreement (the "License Agreement") pursuant to which NeWire licensed certain intellectual property to Southwire (a copy of the License Agreement is attached as Exhibit A, and all capitalized terms used in this Agreement not expressly defined herein shall have the meaning set forth in the License Agreement);

WHEREAS, also effective August 22, 2005, NeWire and Southwire (collectively, the "Parties") also entered into an Option Agreement concerning the granting of an option to Southwire to purchase certain optioned intellectual property of NeWire (the "Option Agreement," a copy of which is attached as Exhibit B);

WHEREAS, NeWire filed a complaint (the "Complaint") against Southwire in the Chancery Court for the State of Tennessee, 18th Judicial District, which was assigned case number 2011C-21 (the "Action"), that sought (i) an award of damages for breach of the License Agreement and for the breach of the duty of good faith and fair dealing as described in Count One of the Complaint (the "Damages Claim"), (ii) a declaratory judgment that, effective on the date of that judgment, NeWire has properly exercised its right to terminate the License Agreement, and the License Agreement has terminated, as described in Count Two of the Complaint (the "Declaratory Judgment Request"), and (iii) the payment of NeWire's costs and reasonable attorney's fee pursuant to Section 7.2 of the License Agreement (the "NeWire's Costs and Fees Relief"); and

WHEREAS, the Parties have agreed to terminate, as of the Effective Date, the License Agreement and the Option Agreement, subject to the limitations described below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. Termination of the License Agreement. Except as otherwise provided herein, the Parties agree that, as of the Effective Date, the License Agreement is terminated, and all right, title and interest to the Licensed Property is hereby vested in NeWire.

2. Termination of the Option Agreement. The Parties agree that, as of the Effective Date, the Option Agreement is terminated, and Southwire shall have no right or

option of any kind to purchase any of NeWire's intellectual property, including the "Optioned Intellectual Property" (as defined in the Option Agreement). In addition, the Parties also agree that no monies or consideration of any kind shall be due from NeWire to Southwire in connection with the termination of the Option Agreement.

3. Effect on Parties' Claims / No Release. This Agreement, and complying with this Agreement, will not affect any claim for breach of the License Agreement related to alleged acts or omissions that occurred prior to the Effective Date. All claims asserted and relief sought by NeWire or by Southwire in the Action other than relief requested in the Declaratory Judgment Request, which request will be mooted by compliance with this Agreement, remain in full force and effect and are not in any way altered or affected by this Agreement, including the Damages Claim and the request for NeWire's Costs and Fees Relief.

4. Covenants of Southwire. Southwire covenants that:

(a) Southwire will, and will cause all of its employees, consultants, vendors, independent contractors and agents (including all of Southwire's intellectual property lawyers) to, cooperate in good faith to effect the prompt (that is, no later than 30 days after the Effective Date) transfer to NeWire of the Licensed Property, as well as title, rights to and possession of the items listed in Exhibit C;

(b) Southwire will take immediate steps to ensure that all of its employees, consultants, vendors, independent contractors and agents return to Southwire's possession all items required to be transferred to NeWire pursuant to the terms hereof, and to ensure that no employee, consultant, vendor, independent contractor or agent harms that property or transfers possession of it to anyone other than Southwire;

(c) Within five business days of the Effective Date, Southwire will direct, in writing, all intellectual property attorneys who have at any time during the License Period performed any work in connection with the prosecution or maintenance of the Licensed Property and/or any FlatWire-related trademarks to comply with terms of this Agreement and to not alter in any way their tangible or electronic files related to their work until they receive from NeWire written confirmation that the transfer contemplated by this Agreement is complete; and

(d) The parties will not assert that this Agreement affects any claim for breach of the License Agreement related to acts or omissions that occurred prior to the Effective Date, other than as set forth in Section 3 of this Agreement with respect to the Declaratory Judgment Request.

5. Designation of Transfer Coordinators. Each of NeWire and Southwire hereby designates to the other a transfer coordinator, who will serve as the primary point of contact for fulfillment of Section 4 of this Agreement:

Southwire's Transfer Coordinator:

Name: John C. Stephens

Telephone Number: (770) 832-5702

Email Address: john.stephens@southwire.com

NeWire's Transfer Coordinator:

Name: Robert Sexton

Telephone Number: 770-712-0005

Email Address: rjs@newmillenn.com

6. Representations of Southwire. Southwire hereby represents and warrants that:

(a) Southwire has not sublicensed or assigned any portion of the Licensed Property or the License Agreement, and Southwire can vest in NeWire full, unencumbered right, title and interest to the Licensed Property;

(b) Southwire has not transferred or assigned the Option Agreement or any interest thereto; and

(c) Southwire has not asserted that any third party has infringed, misappropriated or otherwise violated any of the Licensed Property.

7. No Admission. Executing and complying with this Agreement shall not be deemed an admission on the part of either Party as to the validity of any claim or defense asserted by the other Party.

8. Fees to Prevailing Party. The prevailing Party in any proceeding to enforce the terms of this Agreement will be entitled to recover attorneys' fees and costs from the non-prevailing Party.

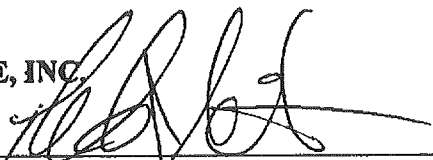
9. Representations of the Signing Party Representatives. Each of the undersigned represents and warrants that he/she has the right, legal capacity and authority to enter into this Agreement and that the execution of this Agreement has been duly authorized by the Party on whose behalf the undersigned is executing this Agreement.

10. Further Assurances. The parties agree to take such further reasonable actions as may be needed to effectuate the terms of this Agreement.

11. Counterparts, Entire Agreement, Amendment. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute the same instrument. This Agreement, including all attachments, constitutes the entire agreement on this subject and supersedes all previous and contemporaneous communications, representations, or agreements between the Parties regarding the referenced subject matter. This Agreement may be amended only by a writing signed by authorized representatives of each Party.

NEWIRE, INC.

By:



Title:

CEO

Date:

November 4th, 2013

SOUTHWIRE COMPANY

By:



Title:

Chief Executive Officer

Date:

November 4, 2013

Exhibit A

[License Agreement]

LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") dated as of August 22, 2005 ("Effective Date") is made and entered into by and between DeCorp Americas, Inc. located at 214 Molly Walton Drive, Hendersonville, Tennessee 37075 (hereafter referred to as "DeCorp" or "Licensor") and Southwire Company located at One Southwire Drive, Carrollton, Georgia 30119, (hereafter referred to as "Southwire" or "Licensee" and DeCorp and Southwire together referred to as the "Parties").

WITNESSETH:

WHEREAS, DeCorp represents that it is the sole owner of certain know how, trade secrets, patents, patent applications, and other such intellectual property relating to the design, engineering, and manufacture of flatwire technology and that it has the right to grant this license.

WHEREAS, Southwire is in the business of manufacturing building wire and MC Cable products and providing sales, marketing, and manufacturing support services.

WHEREAS, DeCorp and Southwire are desirous of entering this License Agreement contemporaneously with an Asset Purchase Agreement, wherein Southwire will purchase all assets of DeCorp except for the Licensed Property.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DeCorp and Southwire hereby agree as follows:

ARTICLE 1- DEFINITIONS

- 1.1 *Affiliate* shall mean with respect to any specific Person any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.
- 1.2 *Agreement* shall mean this License Agreement as amended from time to time, together with all Schedules hereto.
- 1.3 *COGS* shall mean "cost of goods sold" as defined under GAAP consistently applied by Licensee to Licensee's sales of Licensed Products.
- 1.4 *Effective Date* shall mean the date set forth in the first line of this Agreement.
- 1.5 *GAAP* shall mean United States generally accepted accounting principles, as in effect from time to time.
- 1.6 *Intellectual Property Rights* shall mean and include intellectual property rights evidenced by, embodied in, or associated with United States and foreign patents,

- utility models, patent applications, industrial design registrations, trade secrets, and copyrights.
- 1.7 *License Period* shall mean from the Effective Date of this Agreement until August 31, 2015, subject to early termination under Article 6 of this Agreement.
- 1.8 *Licensed Products* shall mean and include all products and services made, created, or provided using of any of the Licensed Property.
- 1.9 *Licensed Property* shall mean and include: (i)(A) all enforceable patents and patent applications owned by DeCorp (including, without limitation, those set forth on attached Schedule A); (B) any enforceable patents or patent applications, whether pending, issued, or filed after the Effective Date, that claim priority, either directly or indirectly, to any patents or patent applications owned by DeCorp (including those set forth on attached Schedule A), and including but not limited to continuation, divisional, and continuation-in-part patent applications; (C) any reissues, reexaminations, additions and extensions of any patent described in the preceding clauses (A) and (B); and (D) any foreign counterparts to the patents and patent applications described in clauses (A) through (C) (including divisions, continuations, confirmations, additions, renewals or continuations-in-part of such patent applications), and including utility models, patents issuing therefrom, and extensions thereof; and (ii) (A) any products, processes, services, compositions, devices and/or systems, trade secrets, know-how, inventions, processes, technology rights and licenses relating to or covered by the items described in the preceding clause (i) and (B) all trade secrets, know-how, inventions, processes, trade secrets, technology rights and licenses of DeCorp, whether existing or future-developed, relating to the design, engineering, and manufacture of flatwire technology.
- 1.10 *Material Breach* shall mean and include any: (i) failure to disclose any licensing, royalty, franchising, joint venture, or partnership agreements relating to the Licensed Property, whether written or otherwise, to which DeCorp or any of its Affiliates is a party; (ii) any violation of any of the Representations and Warranties set forth in Article 5 of this Agreement; and (iii) any violation of law relating to the Licensed Property or any provisions of this Agreement; provided however that such breach under preceding clauses (i), (ii) or (iii) has a material and adverse effect of Licensee's rights under this Agreement and is not cured by Licensor within 30 days of notice by Licensee of such breach.
- 1.11 *Net Sales* shall mean Licensee's gross sales to customers less returns, discounts, allowances, taxes, duties, and shipping charges attributable to the sales of the Licensed Products, in each case, as determined under GAAP consistently applied by Licensee.
- 1.12 *Person* shall mean and include any individual, partnership, joint venture, corporation, trust, limited liability company, unincorporated organization, or other entity.
- 1.13 *Selling Expenses* shall mean selling costs directly attributable to the sale of the Licensed Products, including Licensed Product advertising, and store displays, store supplies used, Licensed Product promotions, allocable sales salaries, sales commissions, associated payroll taxes and shipping charges paid by Licensee not

incurred by customers, in each case, as determined under GAAP consistently applied by Licensee.

ARTICLE 2- LICENSE GRANT AND TERM OF LICENSE

- 2.1 Subject to the terms and conditions of this Agreement (including, without limitation, payment by Licensee of the consideration as required by Article 4 of this Agreement), DeCorp hereby grants to Southwire an irrevocable worldwide exclusive license (hereafter "the License") to (i) use the Licensed Property and (ii) make, use, sell, offer to sell, import and distribute the Licensed Products. Licensee shall have the right to sublicense the Licensed Property (a) to any Affiliate without limitation and (b) on a non-exclusive basis to non-Affiliates, subject to the royalties set forth in Section 4.4 of this Agreement, provided that each such non-Affiliate executes a sublicense agreement containing covenants, representations, warranties and agreements no less protective of DeCorp's rights and Southwire's rights under this Agreement.
- 2.2 The License granted herein, as set forth in Section 2.1, shall terminate August 31, 2015, subject to early termination under Article 6 of this Agreement.
- 2.3 The License granted herein will bear a royalty calculated and paid as set forth in Article 4 of this Agreement, subject to Sections 6.2 and 12.2.
- 2.4 Royalties payable with respect to sales of Licensed Products will commence on October 1, 2005 and shall be paid quarterly thereafter throughout the License Period pursuant to the provisions in Article 4 below.
- 2.5 Based upon general economic conditions and market conditions for the Licensed Products throughout the License Period, Southwire will use its best efforts to commercialize and maximize revenues derived from the use of the Licensed Property, commensurate with Southwire's practices and with other Southwire product lines.

ARTICLE 3- CANCELLATION OF NOVEMBER 2004 LICENSE AGREEMENT

- 3.1 The License in this Agreement includes the patents and patent applications previously granted under a separate License Agreement dated November 2004 in which DeCorp granted Southwire exclusive rights to U.S. Patent Application No. 10/790,055 entitled "Electrical Wire and Method of Fabricating the Electrical Wire" and U.S. Patent Nos. 5,804,768 and 6,492,595.
- 3.2 The execution of this Agreement by the Parties terminates the November 2004 Agreement and allows the terms and obligations of this Agreement to supersede all previous licensing agreements, whether written or otherwise, between the Parties as of the Effective Date of this Agreement. The termination of the

November 2004 Agreement extinguishes all royalty obligations and any other obligations of Southwire under the November 2004 Agreement existing as of the Effective Date.

ARTICLE 4- CONSIDERATION

- 4.1 Southwire shall pay to DeCorp as consideration for the License herein granted a royalty as follows:

DeCorp shall be paid a royalty of 12.5 % of Southwire's Margin received on sales of Licensed Products by Southwire or its Affiliates. For the purpose of this paragraph, "Margin" shall mean Net Sales less (i) COGS (excluding the royalty payable hereunder), (ii) the costs of enforcement, procurement, prosecution, and maintenance of the Licensed Property ("Patent Fees") and (iii) Selling Expenses. By way of example only, assuming, in any one quarter, Net Sales of 100M, COGS of 39.9M, Patent Fees of .1M and Selling Expenses of 5M, the Margin would be 55M and the royalty payable on the Margin would equal \$6.875M determined as follows:

Net Sales	\$100.00M
Less: COGS	(39.90M)
Patent Fees	(.10M)
Selling Expenses	(5.00M)
Margin	\$ 55.00M
x Royalty Rate	x 12.5%
Royalty Payable	<u>\$ 6.875M</u>

- 4.2 Licensed Products shall be considered sold to customers when shipped or when an invoice is sent out, whichever occurs first. Royalties paid on sold Licensed Products that are not accepted by customer shall be credited to Licensee.
- 4.3 Until such time as royalties paid hereunder to DeCorp shall equal \$1,900,000, the amount of the royalties payable pursuant to Section 4.1 shall be doubled. Said \$1,900,000 amount does not, in any way or for any purpose, represent a minimum royalty guaranteed to be paid by Southwire.
- 4.4 DeCorp shall receive 25% of royalties received by Southwire as a result of sublicenses granted to non-Affiliates by Southwire during the License Period.
- 4.5 If (a) any of the distribution agreements listed on Schedule B hereto (each a "Foreign Distribution Agreement" and collectively, the "Foreign Distribution Agreements") are assigned to Southwire on or prior to the date hereof, (b) any such Foreign Distribution Agreement expires or is otherwise terminated for any reason after the date hereof (any such date the "Foreign Distribution Agreement Termination Date"), (c) in connection with the expiration or termination of such

Foreign Distribution Agreement, Southwire is obligated to purchase inventory from the distributor thereunder and (d) Southwire is unable to sell all or any portion of such purchased inventory within one year of the Foreign Distribution Agreement Termination Date (such unsold amount being the "Unsold Inventory"), then Southwire shall receive a credit against any royalty payment it is obligated to pay under this Agreement in an amount equal to the difference between (i) the amount Southwire paid to the distributor for such Unsold Inventory and (ii) the scrap value Southwire receives for such Unsold Inventory.

- 4.6 Licensee shall keep proper records and books related to the accounting of the Licensed Products (the "Accounting Records") in sufficient detail to permit the determination of royalties payable hereunder, and, at the request of Licensor, will permit Licensor's independent auditors to examine the Accounting Records during normal business hours upon at least five days prior written notice to verify or determine royalties paid or payable under this Agreement. If no request for examination of the Accounting Records for a particular accounting period has been made by Licensor within three years after the end of said accounting period, the obligation to keep such records and books for said accounting period shall terminate. The cost of any such audit will be paid by Licensor unless the audit established an underreporting of more than five percent or \$5,000, whichever is greater, of the total royalties due Licensor under Section 4.1 hereof for the period covered by the audit (an "Underpayment"), in which case such costs will be paid by Licensee. Licensor shall not be entitled to more than one audit per calendar year unless a prior audit in such year shall have disclosed an Underpayment. Licensee may require that, as a condition to any such audit, such independent auditors execute a confidentiality agreement in form and scope reasonably satisfactory to Licensee.

ARTICLE 5- REPRESENTATIONS AND WARRANTIES

- 5.1 DeCorp represents and warrants that:
- a. except as set forth on Schedule C, it owns all right, title and interest in the Licensed Property and has the power to grant the License set forth in Article 2 herein;
 - b. it does not have any outstanding agreements, assignments, or encumbrances inconsistent with the provisions of this Agreement that may materially or adversely affect the License;
 - c. it has not received any written claim or written notice from any third party alleging infringement or unauthorized use of any Licensed Property owned by such third party relating to the commercialization or use of the Licensed Property;

- d. to its knowledge, it does not believe that the commercialization or use of the Licensed Property by Southwire will infringe upon, or constitute an unauthorized use of any Intellectual Property Rights of any third party;
- e. to its knowledge, the patents included in the Licensed Property are valid and legally enforceable in their respective jurisdictions; and
- f. during the License Period, and for a period of six months thereafter, except for those liens set forth on Schedule D, DeCorp will keep the Licensed Property free and clear of all liens, pledges, mortgages, security interests or other encumbrances.

ARTICLE 6 – TERMINATION

- 6.1 In the event of a Material Breach of this Agreement by DeCorp, Southwire shall, at its sole discretion, have the option to: (i) cancel and terminate this Agreement by giving DeCorp 30 days written notice of its intention to do so and receive from DeCorp a refund of the \$450,000 paid by Southwire to DeCorp for the option to purchase the Licensed Property pursuant to that certain Option Agreement dated the date hereof between DeCorp, as grantor, and Southwire, as optionee, or (ii) continue under this Agreement, except that the royalty rate in Section 4.1 shall be reduced to 9.50% and any double royalty that otherwise would have been payable pursuant to Section 4.3 shall not apply.
- 6.2 If Southwire shall either (i) fail to pay any royalties as and when due hereunder or (ii) materially breach its obligations under Section 2.5 of this Agreement, and if, in either case, such failure shall continue for a period of 30 days after DeCorp shall have given Southwire written notice of such failure, then DeCorp may, at its option, cancel and terminate this Agreement by giving Southwire written notice of its intention to do so.
- 6.3 If this Agreement is terminated pursuant to this Article 6, Southwire shall nevertheless remain liable for payment of any royalties accrued prior to the effective date of such termination.

ARTICLE 7- CONSTRUCTION, UNDERSTANDING AND APPLICABLE LAW

- 7.1 This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws of the State of Georgia. This written instrument constitutes the entire Agreement between the Parties and shall not be varied, amended or supplemented except by a writing of subsequent or even date executed by both Parties.
- 7.2 Any party to this Agreement shall be entitled to recover its reasonable attorney's fees and costs of litigation in any action to enforce the terms of this Agreement.

ARTICLE 8- NOTICES, STATEMENTS, AND REPORTS

8.1 All notices, consents, statements, reports, and other communications hereunder shall be either (i) delivered in person, (ii) mailed by registered or certified mail, return receipt requested, with first class postage prepaid and properly addressed, (iii) sent by overnight courier service, or (iv) sent by facsimile and, in each case, addressed as follows:

to DeCorp: Baker Donelson Bearman Caldwell &
Berkowitz PC
2200 Riverview Tower
900 South Gay Street
Knoxville, Tennessee 37902
Attention: Robert Worthington
Fax: (865) 525-8569

to Southwire: One Southwire Drive
Carrollton, Georgia 30119
Attention: General Counsel
Fax: (770) 832-5374

with copies to: Sutherland Asbill & Brennan LLP
999 Peachtree Street, N.E.
Atlanta, Georgia 30309-3996
Attention: Charles D. Ganz, Esq.
Fax: (404) 853-8806

8.2 All notices, consents, statements, reports, and other communications given to any party in accordance with this Section 8.1 shall be deemed to have been given (i) on the date of receipt, if delivered by hand, if sent by overnight courier service, or if sent by facsimile, or (ii) on the date that is four days after mailing, if mailed in the manner described and addressed as set forth above.

8.3 Any party hereto may change its address specified for notices herein by designating a new address by notice given in accordance with this Section 8.1.

ARTICLE 9- BINDING

9.1 This Agreement will not be binding upon the Parties until it has been signed herein below by or on behalf of each party, and in which event it shall be effective as of the Effective Date. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed as aforesaid. This Agreement embodies the entire understanding of the parties with respect to the

subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided herein.

ARTICLE 10- SUBLICENSES AND ASSIGNABILITY

- 10.1 Except (i) with respect to sublicenses permitted by Section 2.1, and (ii) as otherwise provided in this Section, neither this Agreement nor the License granted by it may be transferred or assigned, directly or indirectly, by Licensee to any other Person by operation of law or otherwise without Licensor's express written consent (which may not be unreasonably withheld or delayed). Licensor may not assign, transfer or delegate any of its rights or obligations under this Agreement without Licensee's express written consent (which may not be unreasonably withheld or delayed). This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.
- 10.2 Each sublicense will terminate upon termination of this Agreement, and Licensee shall include a statement to that effect in each sublicense. Licensee shall provide Licensor with a true copy of each sublicense within thirty (30) days after its execution.

ARTICLE 11- PROSECUTION CONTROL

- 11.1 During the term of this Agreement, the procurement (including filing, recordation of assignments, prosecution, etc.) and maintenance of all Licensed Property shall be under the exclusive direction and control of Licensee, and the costs of procurement and maintenance shall be borne by Licensee. Licensor shall, upon the request of Licensee, assist Licensee in the procurement and maintenance of all the Licensed Property in any manner or form required and necessary.
- 11.2 Licensor will from time to time, upon request by Licensee, supply information as may be necessary or desirable to facilitate the procurement, prosecution, and maintenance of all Licensed Property during the term of this Agreement. Licensor shall also promptly disclose to Licensee the conception of any and all improvements that relate to or are contained in the Licensed Property during the term of this Agreement.
- 11.3 If Licensee decides (a) to abandon, discontinue, or allow to lapse any patent application, patent, or any prosecution activities relating to the Licensed Property, or (b) not to pursue patent protection as to any improvements that would either infringe upon an issued patent claim in the Licensed Property or otherwise be appropriate subject matter of a continuation or continuation-in-part application

included within the Licensed Patents, Licensee shall promptly provide written notice to Licensor and Licensor shall have the right to procure, prosecute, or maintain such patents or patent applications as designed in (a) and/or (b) of this section at Licensor's sole expense.

ARTICLE 12- INFRINGEMENT

- 12.1 Licensor and Licensee shall both promptly provide written notice to the other party of any known infringement or suspected infringement upon any of the Licensed Property.
- 12.2 Regardless of which party first identified the known or suspected infringement, Licensee shall always have the first right of refusal to take whatever action it deems necessary, including the filing of lawsuits under Licensee's control, to enforce the rights in the Licensed Property and to terminate such infringement. Licensee's first right of refusal remains in effect for six (6) months from the date Licensee received written notice from Licensor under Section 12.1 or six (6) months from the date Licensee identified the suspected or known infringement. Licensee shall, at its own expense, pay all costs and attorneys' fees for pursuing such infringement, and Licensee will retain any and all recoveries from pursuing such infringement, including any settlements or recoveries from lawsuits. Sublicenses or compulsory licenses obtained from the pursuing such infringement, including from lawsuits and settlements, shall not be subject to the provisions of Section 4.4.
- 12.3 Should Licensee proceed with a lawsuit in Section 12.2, Licensor shall cooperate with Licensee and, upon reasonable notice, make available its employees, officers, directors, or managers to testify when requested by Licensee and to make available to Licensee all relevant papers, records, information, samples, and the like. Further, Licensor shall agree to be joined with Licensee in the lawsuit as plaintiff, but Licensor shall have no obligation to share any costs or expenses and no right to share in any recovery of damages.
- 12.4 Upon expiration of Licensee's first right of refusal in Section 12.2 or upon earlier written notice from Licensee declining to exercise its first right of refusal, Licensor shall have the right but not the obligation to take whatever action it deems necessary, including the filing of lawsuits under Licensor's control, to enforce the rights in the Licensed Property and to terminate such infringement. Licensor shall, at its own expense, pay all costs and attorneys' fees for pursuing such infringement, and Licensor will retain any and all recoveries from pursuing such infringement, including any settlements or recoveries from lawsuits. Licensee shall cooperate with Licensor and, upon reasonable notice, make available its employees, officers, directors, or managers to testify when requested by Licensor and to make available to Licensor all relevant papers, records, information, samples, and the like. Further, Licensee shall agree to be joined with

Licensors in the lawsuit as plaintiffs, but Licensees shall have no obligation to share any costs or expenses and no right to share in any recovery of damages.

ARTICLE 13- COVENANTS NOT TO COMPETE

- 13.1 During the term of this Agreement, and any extensions thereof, Licensor agrees not to compete, either directly or indirectly, whether for compensation or otherwise, with Licensee or its sublicensees, by commercializing or marketing, or assisting others to commercialize or market, a product, service, information or system which relates to the Licensed Property.
- 13.2 Except as provided in this Agreement, during the term of this Agreement, and any extensions thereof, Licensor further agrees that it will not, as an employer, consultant, agent, principal, partner, or in any other individual or representative capacity, engage in or participate in any business that uses, markets, or sells any product, service, information, or system that relates to the Licensed Property.

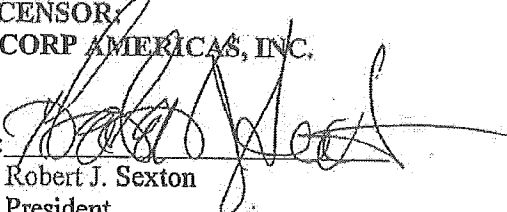
ARTICLE 14- MISCELLANEOUS

- 14.1 Subject to provisions herein to the contrary, this Agreement shall inure to the benefit and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns.
- 14.2 The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provisions hereof.
- 14.3 This Agreement may be executed by the Parties hereto in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 14.4 The headings of the several Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of interpretation of this Agreement.
- 14.5 If any Section (or part thereof) of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such Section (or part thereof) in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the Parties. If the intent of the Parties cannot be preserved, this Agreement shall be either renegotiated or terminated.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be
duly signed and effective as of the date first written above.

LICENSOR:
DeCORP AMERICAS, INC.

By: 
Robert J. Sexton
President

LICENSEE:
SOUTHWIRE COMPANY

By: _____
Jack Carlson
President, Electrical Division

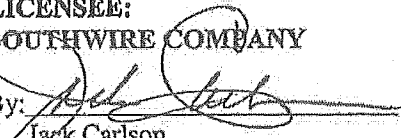
-BALT2:4187721.v7
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly signed and effective as of the date first written above.

LICENSOR:
DeCORP AMERICAS, INC.

By: _____
Robert J. Sexton
President

LICENSEE:
SOUTHWIRE COMPANY

By: 
Jack Carlson
President, Electrical Division

SCHEDULE A

DeCorp Patents and Patent Applications

JURISDICTION	PATENT APPLICATION #	PATENT #	DESCRIPTION	EXPIRATION DATE, IF APPLICABLE
Hong Kong	01100408.8		Flat Surface-Mounted Multi Purpose Wire (based on European Pat. App. 98961868.1)	N/A
US	10/154,929	6774741	Non-Uniform Transmission Line and Method of Fabricating the same, Patterned Conductor	May 28, 2022
Australian	59878/01	761804	Flat Surface-Mounted Multi-Purpose Wire (Div. Of Aus. App. 32319/99)	Unknown
Australian	59879/01	761805	Flat Surface-Mounted Multi-Purpose Wire (Div. Of Aus. App. 32319/99)	Unknown
US	08/465,466	Abandoned	Flat Surface-Mounted Multi-Purpose Wire	N/A
US	08/942,305	Abandoned	Flat Surface-Mounted Multi-Purpose Wire (continuation of U.S. Patent Application No. 08/775,941, now U.S. Patent No. 5,804,768, which is a continuation of Patent Application No. 08/465,466, filed June 5, 1995, which is now abandoned)	N/A
Australian	739246	739246	Flat Surface-Mounted Multi-Purpose Wire (Div. Of Aus. App. 703444)	Unknown
Australian	59795/96	703444	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	Unknown
Brazilian	PI 9608489-8		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	N/A
US	08/775,941	5,804,768	Flat Surface-Mounted Multi-Purpose Wire (continuation of U.S. Patent Application No. 08/465,466, filed June 5, 1995, which is now abandoned)	June 5, 2015
US	09/783,576	6,492,595 B2	Flat Surface-Mounted Multi-Purpose Wire (continuation of U.S. Patent Application No. 08/942,305, filed October 1, 1997, now abandoned, which is a continuation of U.S. Patent Application No. 08/775,941, now U.S. Patent No. 5,804,768, which is a continuation of Patent Application No. 08/465,466, filed June 5, 1995, which is now abandoned)	June 5, 2015
Chinese	96194442	145208	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	Unknown
US	08/764,921	5,807,141	Flat Surface-Mounted Multi-Purpose Wire (divisional of U.S. Patent Application No. 08/465,466, filed June 5, 1995, which is now abandoned)	June 5, 2015

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JURISDICTION	PATENT APPLICATION #	PATENT #	DESCRIPTION	EXPIRATION DATE, IF APPLICABLE
US	08/923,260	5,899,774	Flat Wire Connectors for Flat Surface-Mounted Multi-Purpose Wire (Divisional of U.S. Patent No. 5,807,141, which is a divisional of U.S. Patent Application No. 08/465,466, filed June 5, 1995, which is now abandoned)	June 5, 2015
European	96917121.4		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	N/A
Eurasian	EA-97-0363-US/29	001499	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	Unknown
European	98961868.1		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US98/25576)	N/A
Canadian	2,312,563		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US98/25576)	N/A
Singapore	9705471-2	48669	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	Unknown
US	08/985,079	6,107,577	Flat Surface-Mounted Multi-Purpose Wire (continuation-in-part of U.S. Patent Application No. 08/942,305, filed October 1, 1997, which is now abandoned, which is a continuation of U.S. Patent Application No. 08/775,941, now U.S. Patent No. 5,804,768, which is a continuation of Patent Application No. 08/465,466, filed June 5, 1995, which is now abandoned)	June 5, 2015
Norwegian	19975629		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	N/A
Mexican	979664		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	N/A
Korean	97-708502	0397581	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	Unknown
Japanese	09-501232		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	N/A
Hong Kong	98102703.7		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	N/A
US	10/073,858	6,688,912	Device and Method for Connecting Wire	February 14, 2022
US	10/790,055		Electrical Wire and Method of Fabricating the Electrical Wire	N/A
Australian	2003217398		Device and Method for Connecting Wire (based on PCT/US03/04372)	Unknown
Australian	2003240936		Non-Uniform Transmission Line and Method for Fabricating the Same (based on PCT/US03/16880)	Unknown
Canadian		2,453,128	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	June 3, 2016

JURISDICTION	PATENT APPLICATION #	PATENT #	DESCRIPTION	EXPIRATION DATE, IF APPLICABLE
Canadian		2,220,876	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	June 3, 2016
Canadian	2,490,543		Non-Uniform Transmission Line and Method for Fabricating the Same (based on PCT/US03/16880)	N/A
Canadian	2,476,253		Device and Method for Connecting Wire (based on PCT/US03/04372)	N/A

SCHEDULE B

Foreign Distribution Agreements

Distribution Agreement, dated as of January 31, 2003, by and between DeCorp Americas, Inc.
and DeCorp Distribution SA, Master Distributor

Distribution Agreement, dated as of October 30, 2002, by and between DeCorp Americas, Inc.
and Definitive Audio SRL, Master Distributor.

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SCHEDULE C

Licensed Property not Owned by DeCorp

None

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SCHEDULE D

Existing Liens and Encumbrances on the Licensed Property

Patent Security Agreement dated as of July 12, 2002 and recorded as of August 5, 2002 in the United States Patent and Trademark Office at Reel 013158, Frame 0639, made by DeCorp Americas, Inc., as Grantor, in favor of LoGen Capital, LLC (a Delaware Limited Liability Company), as Secured Party, located at 7001 Armat Drive, Bethesda, Maryland, 20817.

Patent Security Agreement dated as of September 12, 2003 and recorded as of October 1, 2003 in the United States Patent and Trademark Office at Reel 014546, Frame 0072, made by DeCorp Americas, Inc., as Grantor, in favor of Earl S. Wellschlager (a United States individual), as Secured Party, located at c/o Piper Rudnick LLP (now DLA PIPER RUDNICK GRAY CARY), 6225 Smith Avenue, Baltimore, Maryland 21209.

Liens granted to certain parties pursuant to (i) the Loan Agreement dated June 13, 2002, by and among DeCorp Americas, Inc., certain "Lenders" identified therein and LoGen Capital, LLC, as agent for the Lenders, and (ii) the Loan Agreement dated September 4, 2003, by and among DeCorp Americas, Inc., certain "Lenders" identified therein and LoGen Capital, LLC, as agent for the Lenders, as amended.

Exhibit B

[Option Agreement]

EXECUTION COPY

OPTION AGREEMENT

THIS OPTION AGREEMENT is made this 22nd day of August, 2005, by and between SOUTHWIRE COMPANY, a Delaware corporation ("Southwire") and DeCORP AMERICAS, INC., a Delaware corporation ("DeCorp").

WITNESSETH:

In consideration of \$450,000 (the "Option Money") paid herewith, the receipt and sufficiency of which are hereby acknowledged, DeCorp hereby grants Southwire an option (the "Option") to purchase all of DeCorp's right, title, and interest in and to the Optioned Intellectual Property (as defined below) on the following terms and conditions:

1. Certain Definitions. Whenever used in this Option Agreement, the following capitalized terms shall have the meanings set forth below:

(a) "Optioned Intellectual Property" shall mean and include:

(i) (A) all enforceable patents and patent applications owned by DeCorp (including, without limitation, those set forth on attached Schedule A); (B) any enforceable patents or patent applications, whether pending, issued, or filed after the Effective Date, that claim priority, either directly or indirectly, to any patents or patent applications owned by DeCorp (including those set forth on attached Schedule A), and including but not limited to continuation, divisional, and continuation-in-part patent applications; (C) any reissues, reexaminations, additions and extensions of any patent described in the preceding clauses (A) and (B); and (D) any foreign counterparts to the patents and patent applications described in clauses (A) through (C) (including divisions, continuations, confirmations, additions, renewals or continuations-in-part of such patent applications), and including utility models, patents issuing therefrom, and extensions thereof; and

(ii) (A) any products, processes, services, compositions, devices and/or systems, trade secrets, know-how, inventions, processes, technology rights and licenses relating to or covered by the items described in the preceding clause (i) and (B) all trade secrets, know-how, inventions, processes, trade secrets, technology rights and licenses of DeCorp, whether existing or future-developed, relating to the design, engineering, and manufacture of flatwire technology.

(b) "Exercise Period" shall mean that period of time from September 1, 2015 through February 28, 2016, inclusive.

2. Purchase Price; Exercise. (a) The purchase price of the Optioned Intellectual Property shall be \$1,950,000. The purchase price shall be paid (i) by wire transfer of

immediately available funds of \$1,500,000 and (ii) by credit given against the amount paid herewith (\$450,000).

(b) The Option shall become exercisable only during the Exercise Period.

(c) The Option may be exercised by the giving of written notice of exercise in the manner provided in Section 6 below.

(d) Anything to the contrary in this Option Agreement notwithstanding, in the event that Southwire terminates that certain License Agreement, dated the date hereof between DeCorp, as licensor, and Southwire, as licensee, pursuant to Section 6.1(i) thereof, then Southwire shall be refunded immediately the Option Money.

3. Option Money. Contemporaneously with the execution hereof Southwire has paid the Option Money to DeCorp, by wire transfer of immediately available funds.

4. Closing. The purchase and sale hereunder shall be closed on or before the expiration of 30 days after Southwire shall have exercised the Option, on a date and at a time and place designated by Southwire upon not less than seven days' written notice to DeCorp. At the closing, DeCorp shall deliver all necessary documents necessary to convey to Southwire all right, title, and interest to the Optioned Intellectual Property, free and clear of any liens or encumbrances. DeCorp shall pay any costs associated with the transfer of the Optioned Intellectual Property (other than the costs of Southwire's internal and external advisors).

5. Termination/Cancellation of Option. Anything to the contrary herein notwithstanding, DeCorp may not, at any time, terminate or cancel the Option; provided, however, that DeCorp may terminate this Agreement without any forfeiture of the Option Money upon the termination of the License Agreement pursuant to Section 6.2 thereof.

6. Notices. All notices required or permitted by this Option Agreement (including the exercise of the Option) shall be in writing, signed by the party giving such notice or communication and shall be either (i) given personally (ii) sent via telecopier to the telecopier phone number of the party to whom addressed set forth below, (iii) sent via recognized overnight courier service or (iv) sent via United States certified or registered mail, postage prepaid, and addressed to the party intended to receive such notice at the address specified below, or at such other address as may be specified by any party hereto to any other party hereto by notice given as aforesaid:

If to Southwire:

Southwire Company
One Southwire Drive
Carrollton, Georgia 30119
Fax: (770) 832-5374
Attention: General Counsel

with a copy to:

Charles D. Ganz, Esq.
Sutherland Asbill & Brennan LLP
999 Peachtree Street
Atlanta, Georgia 30309
Fax: (404) 853-8806

If to DeCorp:

Robert Worthington, Esq.
Baker Donelson Bearman Caldwell & Berkowitz PC
2200 Riverview Tower
900 South Gay street
Knoxville, Tennessee 37902

Any such notice shall be deemed given (a) when actually received, if given personally, sent via telecopier or sent via courier service, or (b) five days after delivery to the United States Postal Service, if mailed; and, in any case, proof of delivery, receipt or mailing, as the case may be, shall be borne by the sending party.

7. Successors and Assigns. This Option Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors and assigns, provided the rights and obligations of DeCorp in this Option Agreement shall not be transferred or assigned to anyone other than an affiliate of DeCorp without the prior written consent of Southwire, which consent may be withheld for any reason or for no reason.

8. Counterparts. This Option Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

9. Entire Agreement. This Option Agreement constitutes the entire agreement between the parties hereto and no modification of this Option Agreement shall be binding unless signed by DeCorp and Southwire.

10. Governing Law. This Option Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to such State's choice of law rules.

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the day and year first above written.

DeCORP AMERICAS, INC.

By: 

Robert J. Sexton
President

SOUTHWIRE COMPANY

By: _____


Jack Carlson
President, Electrical Division

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the day and year first above written.

DeCORP AMERICAS, INC.

By: _____
Robert J. Sexton
President

SOUTHWIRE COMPANY

By:  _____
Jack Carlson
President, Electrical Division

SCHEDULE A

DeCorp Patents and Patent Applications

JURISDICTION	PATENT APPLICATION #	PATENT #	DESCRIPTION	EXPIRATION DATE, IF APPLICABLE
Hong Kong	01100408.8		Flat Surface-Mounted Multi Purpose Wire (based on European Pat. App. 98961868.1)	N/A
US	10/154,929	6774741	Non-Uniform Transmission Line and Method of Fabricating the same, Patterned Conductor	May 28, 2022
Australian	59878/01	761804	Flat Surface-Mounted Multi-Purpose Wire (Div. Of Aus. App. 32319/99)	Unknown
Australian	59879/01	761805	Flat Surface-Mounted Multi-Purpose Wire (Div. Of Aus. App. 32319/99)	Unknown
US	08/465,466	Abandoned	Flat Surface-Mounted Multi-Purpose Wire	N/A
US	08/942,305	Abandoned	Flat Surface-Mounted Multi-Purpose Wire (continuation of U.S. Patent Application No. 08/775,941, now U.S. Patent No. 5,804,768, which is a continuation of Patent Application No. 08/465,466, filed June 5, 1995, which is now abandoned)	N/A
Australian	739246	739246	Flat Surface-Mounted Multi-Purpose Wire (Div. Of Aus. App. 703444)	Unknown
Australian	59795/96	703444	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	Unknown
Brazilian	PI 9608489-8		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	N/A
US	08/775,941	5,804,768	Flat Surface-Mounted Multi-Purpose Wire (continuation of U.S. Patent Application No. 08/465,466, filed June 5, 1995, which is now abandoned)	June 5, 2015
US	09/783,576	6,492,595 B2	Flat Surface-Mounted Multi-Purpose Wire (continuation of U.S. Patent Application No. 08/942,305, filed October 1, 1997, now abandoned, which is a continuation of U.S. Patent Application No. 08/775,941, now U.S. Patent No. 5,804,768, which is a continuation of Patent Application No. 08/465,466, filed June 5, 1995, which is now abandoned)	June 5, 2015
Chinese	96194442	145208	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	Unknown
US	08/764,921	5,807,141	Flat Surface-Mounted Multi-Purpose Wire (divisional of U.S. Patent Application No. 08/465,466, filed June 5, 1995, which is now abandoned)	June 5, 2015

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JURISDICTION	PATENT APPLICATION #	PATENT #	DESCRIPTION	EXPIRATION DATE, IF APPLICABLE
US	08/923,260	5,899,774	Flat Wire Connectors for Flat Surface-Mounted Multi-Purpose Wire (Divisional of U.S. Patent No. 5,807,141, which is a divisional of U.S. Patent Application No. 08/465,466, filed June 5, 1995, which is now abandoned)	June 5, 2015
European	96917121.4		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	N/A
Eurasian	EA-97-0363-US/29	001499	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	Unknown
European	98961868.1		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US98/25576)	N/A
Canadian	2,312,563		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US98/25576)	N/A
Singapore	9705471-2	48669	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	Unknown
US	08/985,079	6,107,577	Flat Surface-Mounted Multi-Purpose Wire (continuation-in-part of U.S. Patent Application No. 08/942,305, filed October 1, 1997, which is now abandoned, which is a continuation of U.S. Patent Application No. 08/775,941, now U.S. Patent No. 5,804,768, which is a continuation of Patent Application No. 08/465,466, filed June 5, 1995, which is now abandoned)	June 5, 2015
Norwegian	19975629		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	N/A
Mexican	979664		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	N/A
Korean	97-708502	0397581	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	Unknown
Japanese	09-501232		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	N/A
Hong Kong	98102703.7		Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	N/A
US	10/073,858	6,688,912	Device and Method for Connecting Wire	February 14, 2022
US	10/790,055		Electrical Wire and Method of Fabricating the Electrical Wire	N/A
Australian	2003217398		Device and Method for Connecting Wire (based on PCT/US03/04372)	Unknown
Australian	2003240936		Non-Uniform Transmission Line and Method for Fabricating the Same (based on PCT/US03/16880)	Unknown
Canadian		2,453,128	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	June 3, 2016

JURISDICTION	PATENT APPLICATION #	PATENT #	DESCRIPTION	EXPIRATION DATE, IF APPLICABLE
Canadian		2,220,876	Flat Surface-Mounted Multi-Purpose Wire (based on PCT/US96/08729)	June 3, 2016
Canadian	2,490,543		Non-Uniform Transmission Line and Method for Fabricating the Same (based on PCT/US03/16880)	N/A
Canadian	2,476,253		Device and Method for Connecting Wire (based on PCT/US03/04372)	N/A

Exhibit C

All FlatWire-specific machinery or fixtures used as part of FlatWire research, development, testing, engineering, certification, manufacturing, or marketing

All FlatWire-related trademarks

All documentation, communications, notes, logs, and other information reasonably necessary for NeWire to immediately assume responsibility for the protection and enhancement of the Licensed Property and the commercialization of the Licensed Property

The above includes, but is not necessarily limited to, the following items, to the extent they exist (if any listed item does not exist, Southwire to provide a brief explanation of the reasons(s) for that):

The trademarks "FlatWire" and "FlatWire Ready" and any other trade names, trademarks, service marks, logos, domain names, and registrations and applications therefor that are related to the Licensed Property or the Licensed Products

FlatWire Ready.com, DeCorp.com, and any other FlatWire intellectual-property-related websites or web materials, and all source materials for any FlatWire-related web resources

All equipment used in connection with FlatWire penetration testing (including the video camera, the scope, and all long cables that set the available short circuit currents), and all penetration-related data, logs, books, notes, etc.

All electrical FlatWire (all of which is developmental or prototype)

All patterned FlatWire (HDMI, USB, Cat 6, etc.) that is developmental or prototype

All advanced patterned FlatWire and connectors inventory that is developmental or prototype

Patterned FlatWire crimper

Patterned wire converting and connector-terminating machine

All FlatWire developmental software and data on intact workstations, including 3 seats of Solid Works Pro and PDM; 2 seats of Mathcad; 2 seats of OrCAD; 1 seat Cadence Allegro (dongle); and 1 seat Sonnet (dongle) – including current, up-to-date software and licenses, passwords, all related documentation, and service or update records, except for the OrCAD software, as the 2007 version of OrCAD that will be transferred is the version

required to access the relevant stored files. The parties anticipate the need to pay license transfer fees with respect to the transfer of the Allegro and Sonnet software to NeWire, and agree to share equally in paying any such fees.

2 "big berth" test beds

All ASD items, including all ASD-related UL information; ASD firmware programming equipment; first time flash; ASD source files; ASD long term trip tester; older ASD emulation panels; ASD testing logs and notes from Tom Lanzisero of UL (stored with Shay Hawkins); ASD prototypes, tooling, quotes, vendor info, and emails; and ASD test systems

All Dry IR testing equipment acquired by the FlatWire Technologies Division or Unit (environmental chamber Blue M or Thermotron, test bed, etc.)

The DeCorp server and an external hard drive with DeCorp or FlatWire data from any Southwire server (with all data intact)

The FlatWire tradeshow booth and all drawings and assembly instructions (CES 2009 and DeCorp original)

Low-voltage lighting assembly stations, or all equipment and materials if stations disassembled

High-pot test machines

Hand and power tools, thermal imaging camera, metrology gages, metrology microscope interfaces and PC/software, oscilloscopes, megger low and high impedance meters, infrared viewer/temperature measurement device, 120 to 240 VAC step up single phase transformer variacs, hype winding machine, all tools and meters used by Nik Bezwerchjy or other FlatWire technicians, and any other FlatWire developmental tools and meters

HDMI license

Examples of manufacturing, sample or other defect materials for manufacturing definition and parameters

Adhesive life-testing on ceiling tiles (take picture before touching), or detailed photographs if tiles is not removable

Stratasys 3d plotter FDM machine, ultrasonic washer, and related supplies

All FlatWire marketing materials, including trophies/plaques/awards/samples and items stored on the second floor office storage area of warehouse on north side of Carrollton

Agilent TDR, Network Analyzer, impedance analyzer, probe sets, and ADS software

All FlatWire-related emails, and paper or electronic documents, including logs, notes, IP books, billing/payment history with all relevant IP firms, including foreign associates, items received or generated by intellectual property attorneys in connection with the Licensed Property, and anything related to UL or FlatWire vendors or consultants; all electronic items must be accessible/readable. (NeWire representatives will work with Southwire IP attorneys to give instructions on how files and other materials are to be packed and shipped to NeWire-designated IP attorneys. The material to be provided by Southwire's IP attorneys is to include FlatWire-related trademark, patent, and intellectual property files, including any material concerning FlatWire IP that is in development, and all related logs, correspondence, and electronic documents (including drafts and revision history).)

Any right or claim to the machine, or design of the machine, used by Web Industries to make electrical FlatWire

Robb Sexton's original electrical demo board in black case (approx. 4'x3'), last seen in storage area of FTD warehouse

Notwithstanding the above list, the parties acknowledge that their intention is that NeWire receive "all things FlatWire" that Southwire has the right to deliver to NeWire (whether those items are currently in the possession of Southwire, a vendor, a lawyer, or another party), and they will work together in good faith to accomplish that.

The tangible items described above will be delivered by a mutually-agreed upon trucking service to a facility in the Nashville, Tennessee area on a mutually agreed upon date. A NeWire representative may be present to observe those items when they are loaded for transport. Upon delivery, NeWire will be fully responsible for all delivered items. NeWire and Southwire will share equally in the cost of the transport.

The parties will cooperate in providing notice to any entity that is party to a non-disclosure agreement with Southwire that concerns FlatWire that NeWire or its assigns is now the disclosing party (or equivalent) under that agreement, with all of Southwire's rights under that agreement.