

07-28-2000



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

101416989

Original documents or copy thereof.

1. Name of conveying party(ies):

AXsys Technologies, Inc.

Name and address of receiving party(ies):

Name: Molex Industrial Ventures, Inc.

Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

March 17, 2000

Execution Date:

Street Address: 2222 Wellington Court

City: Lisle State: IL ZIP: 60532

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No.(s)

B. Patent No.(s)

D331,224
5,407,367 5,713,766

Additional numbers attached? Yes No

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

Name: Jordan A. Sigale

Internal Address: Sonnenschein Nath & Rosenthal
8000 Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and patents involved: 3

7. Total Fee (37 CFR 3.41).....\$120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jordan A. Sigale

6/28/2000

Name of Person Signing

Signature

Date

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

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

Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231

07/28/2000 DNGUYEN 00000002 331224

01 FC:581

120.00 DP

ASSIGNMENT

WHEREAS, Axsys Technologies, Inc., a Delaware corporation having a place of business at 910 Sylvan Avenue, Suite 180, Englewood, New Jersey 07632, by itself and/or through its Beau Interconnect division, hereinafter referred to as ASSIGNOR, owns certain Letters Patents, as shown on Schedule A attached hereto (the "Schedule");

WHEREAS, Molex Industrial Ventures, Inc., a Delaware corporation having a principal place of business at 2222 Wellington Court, Lisle, Illinois 60532, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire interest in, to and under said inventions as set forth in the Schedule of Letters Patents:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt and sufficiency of which are being acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said inventions as set forth in the above Letters Patents and Letters Patents to be obtained therefor on any continuation, continuation-in-part, division, renewal, re-examination, substitute or reissue thereof for the full term or terms for which the same may be granted including the right to sue and recover for past infringement;

ASSIGNOR also assigns all of its right, title and interest and the right, title and interest of its division Beau Interconnect and its predecessor in interest Vernitron Corporation in and to said inventions in the United States and all foreign countries, and all applications for Letters Patent which may evolve therefrom, including the right to claim International Convention priority;

ASSIGNOR hereby authorizes and empowers the said ASSIGNEE or nominees to invoke and claim for any application and such Letters Patents or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from ASSIGNOR;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said Letters Patents as may be known and accessible to ASSIGNOR;

ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said Letters Patent which may be necessary or desirable to carry out the purposes hereof;

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full, legal and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of said ASSIGNEE or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it; and

ASSIGNOR hereby covenants that it has the full right to convey the entire right, title and interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

Remainder of Page Intentionally Left Blank

AXSYS TECHNOLOGIES, INC.

Date: March 17, 2000

By: _____
Name: Kenneth Stern
Title: Vice President

STATE OF NEW YORK)
) SS
COUNTY OF)

Be it remembered on this 17th day of March, 2000 before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Kenneth Stern, to me known, who being by me duly sworn according to law, on his oath does depose and make proof of my satisfaction that he was at the time of the execution thereof the Vice President of said corporation, the assignor in the foregoing instrument; and that he signed, sealed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his authority.

THOMAS P. SULLIVAN
Notary Public, State of New York
No. 01SU6023717
Qualified In New York County
Commission Expires 04/26 2001

Thomas P. Sullivan
Notary Public

Molex Industrial Ventures Inc.

Date: March 17, 2000

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF)

Be it remembered on this ____ day of _____, 2000 before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared _____, to me known, who being by me duly sworn according to law, on his oath does depose and make proof of my satisfaction that he was at the time of the execution thereof the _____ of said corporation, the assignor in the foregoing instrument; and that he signed, sealed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his authority.

Notary Public

SCHEDULE "A"

CURRENT LETTERS PATENTS:

Country	Patent No.	Issued	Application No.	Filed	Title
Taiwan	NI-098224	10/11/98	86102112	02/21/97	Depluggable Barrier Terminal Strips
US	D331,224	11/24/92	698,580	05/09/91	Covered Barrier Terminal Strip
US	5,407,367	04/18/95	08/127,143	09/27/93	Barrier Terminal Strip Assembly
US	5,713,766	02/03/98	08/619,308	03/21/96	Depluggable Barrier Terminal Strips