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1. Name and address of conveying party(ies):

Name: FlexConn, Inc.  
Street Address: 24 Wallace Avenue  
City, State, ZIP: Wallingford, CT 06492

2. Name and address of receiving party(ies)

Name: TeraFlex Connectors, Inc.  
Street Address: 287 South Main Street  
City, State, ZIP: Wallingford, CT 06492  
Country: U.S.A.

State of Incorporation: Connecticut

3. Nature of Conveyance: Assignment

Execution Date: May 29, 2003

4. Patents and Application No's.: U.S. 5,002,496, Issued March 26, 1991  
~~U.S. 6,162,065, Issued December 19, 2000~~  
U.S. 4,968,265, Issued November 6, 1990  
International Application No. PCT/US01/32123, Filed October 12, 2001 (designating the U.S.)

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

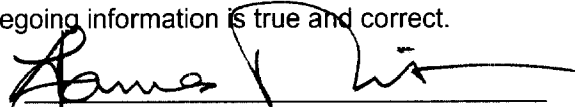
L. James Ristas  
Alix, Yale & Ristas, LLP  
750 Main Street  
Hartford, CT 06103

6. Total number of patents and applications involved: 4

7. Total fee enclosed: \$160.00. If this amount is incorrect, please charge or credit the difference to Deposit Account No. 16-2563.

8. Total number of pages including cover sheet, attachments and document: Five (5)

To the best of my knowledge and belief, the foregoing information is true and correct.

  
L. James Ristas, Reg. No. 28,663

06/10/2003 DBYRNE 00000024 5002496

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160.00 DP

Date: June 4, 2003  
Attorney's Docket No. SYN/M601

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PATENT  
REEL: 014137 FRAME: 0785

## **ASSIGNMENT**

WHEREAS, FlexConn, Inc., a Connecticut corporation, having a place of business at 24 Wallace Ave., Wallingford, Connecticut owns the assets identified below, including the patents and patent applications specifically referenced in Schedule A on page 4 hereof; and

WHEREAS, TeraFlex Connectors, Inc., a Connecticut corporation, having a place of business at 287 South Main Street, Wallingford, Connecticut, is desirous of acquiring all of the right, title and interest of FlexConn, Inc. in and to said assets;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Hundred Dollars (\$100.00) paid and other good and valuable consideration, receipt of which is hereby acknowledged, the said FlexConn, Inc. (hereinafter "Assignor"), hereby sells, assigns and transfers to TeraFlex Connectors, Inc., its successors and assigns (hereinafter "Assignee"), Assignor's entire right, title, and interest in and to:

### **GENERAL TANGIBLE AND INTANGIBLE ASSETS**

All of Assignor's accounts, contract rights, chattel paper, deposit accounts, choses in action, documents and instruments; all obligations owing to the Assignor; all of the Assignor's goodwill, know-how, technology, trade secrets, computer programs, customer lists, trade names, trade name rights, trademarks, trademark rights, trademark applications, service marks, copyrights and copyright applications, patents, patent rights, and all rights, products, and business in connection therewith; all tax refunds to which the Assignor may be or becomes entitled; all of the Assignor's books of account of every kind and nature, including, without limitation, all electronically recorded data relating to the Assignor, its business or its technology; all licenses, permits, agreements of any kind or nature pursuant to which the Assignor possesses, uses or has authority to possess or use property (whether tangible or intangible ) of the Assignor, and all recorded data of any kind or nature regardless of the medium of recording including, without limitation, all software, writings, plans specifications and schematics; all inventory, including raw materials, work in process and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in the Assignor's business, wherever located, whether now existing or hereafter arising, now or hereafter received by or belonging to the Assignor; all equipment of the Assignor; all of the fixtures of the Assignor; and in the proceeds of, products of, repossessions and returns of, additions and accessions to, and replacements for, all of the foregoing;

### **ASSIGNMENT OF PATENTS**

All of Assignor's patents and patent applications in the United States and in all countries foreign thereto, including but not limited to those listed in Schedule A on page 4 hereof, together with the right to file applications and/or petitions for divisional, continuing, substitute, renewal, revival, reissue, and other applications based thereon the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and hereby further assigns to the Assignee all rights of priority based thereon, the benefit of any licenses thereunder, and the right to sue and collect damages for past and future infringement thereof.

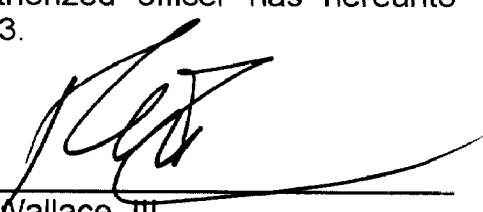
Assignor further covenants and agrees that when requested by the Assignee, and without further consideration, but at the cost and expense of the Assignee, Assignor will, for any and all countries, execute all lawful oaths and other papers, supply to the Assignee all facts and evidence known to it relating to said patents and applications and the history and development thereof, testify in all interferences, suits, and other legal proceedings, and generally do everything rightful which the Assignee shall consider desirable for aiding in securing, vesting, and maintaining the title to said patents and applications in Assignee.

The assets described herein are hereby assigned as is, where is, with no representation or warranty of any kind as to status, value, merchantability, enforceability, assignability, or guarantee of title.

IN WITNESS WHEREOF, Assignor through its authorized officer has hereunto executed this instrument effective this 29<sup>th</sup> day of May, 2003.

Date: May 29<sup>th</sup>, 2003

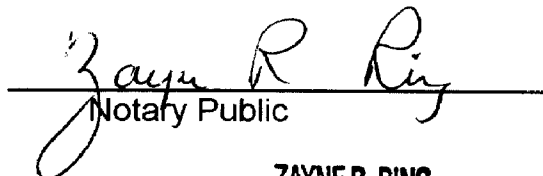
Place: Wallingford  
Connecticut, U.S.A.

By:   
Floyd Wallace, III  
President  
FlexConn, Inc.

State of Connecticut

County of WINDHAM ) ss:  
)

On this 29<sup>th</sup> day of May, 2003, before me personally appeared Floyd Wallace, III, who acknowledged himself to be President of FlexConn, Inc., a Connecticut corporation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

  
Notary Public

Date Commission Expires: 3-31-05

**ZAYNE R. RING**  
Notary Public  
My commission expires March 31, 2005

# ACKNOWLEDGEMENT

IN WITNESS WHEREOF, Assignee through its authorized officer has hereunto acknowledged the execution of this instrument by Assignor and consents to the rights acquired by Assignee hereunder.

Date: May 29<sup>TH</sup>, 2003

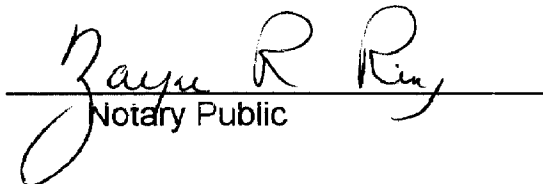
Place: \_\_\_\_\_  
Connecticut, U.S.A.

By:   
James C. Streeter  
Secretary  
TeraFlex Connectors, Inc.

State of Connecticut

County of WINDHAM ) ss:  
)

On this 29<sup>TH</sup> day of May, 2003, before me personally appeared James C. Streeter, who acknowledged himself to be Secretary of TeraFlex Connectors, Inc., a Connecticut corporation, and that he, being authorized so to do, executed the foregoing Acknowledgement.

  
Notary Public

Date Commission Expires: 3-31-05

**ZAYNE R. RING**  
Notary Public  
My commission expires March 31, 2005

## SCHEDULE A

(Assignment from FlexConn, Inc.  
to  
TeraFlex Connectors, Inc.)

<b>Invention: Cam Actuated Electrical Connector</b>	
United States Patent No. 5,002,496	03/26/91
Canadian Patent No. 2,063,251	11/27/01
French Patent No. 0 479 898	05/08/96
German Patent No. 690 26 942.0-08	05/08/96
British Patent No. 0 479 898	05/08/96
<b>Invention: Button and Dovetail Connector Actuation Mechanism</b>	
United States Patent No. 6,162,065	12/19/00
Canadian Patent Application No. 2258517	06/26/97
European Patent No. 0 979 542	03/26/03
Japanese Patent Application No. 504282/98	06/26/97
<b>Invention: Fluidly Actuated Electrical Connector</b>	
United States Patent No. 4,968,265	11/06/90
<b>Invention: Compliant Stacking Connector</b>	
International Patent Application No. PCT/US01/32123	10/12/01