


Form PTO-1595 (Rev. 03/01)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
OMB No. 0651-0027 (exp. 5/31/2002)					
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): APW Ltd.			2. Name and address of receiving party(ies) Name: <u>Wright Line LLC</u> Internal Address: _____ _____ Street Address: _____ <u>160 Goldstar Boulevard</u> City: <u>Worcester</u> State: <u>MA</u> Zip: <u>01606</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____					
Execution Date: <u>March 9, 2004</u>					
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) See Attached Schedule of U.S. Patents Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>John D. Franzini</u> Internal Address: <u>Quarles & Brady LLP</u> _____ Street Address: <u>411 East Wisconsin Avenue</u> _____ City: <u>Milwaukee</u> State: <u>WI</u> Zip: <u>53202</u>			6. Total number of applications and patents involved: <u>11</u> 7. Total fee (37 CFR 3.41).....\$ <u>440.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>17-0055</u> _____		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>John D. Franzini</u>  <u>3/12/04</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>7</u>					

Return Fax No.: 414-978-8747

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
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SCHEDULE OF U.S. PATENTS

<u>Title</u>	<u>Patent No.</u>	<u>Filed</u>	<u>Issued</u>
Stationary Storing and Dispensing System	4,684,027	09/25/1986	08/04/1987
Coding System	4,856,820	01/21/1987	08/15/1989
Coding System	4,844,509	10/25/1988	07/04/1989
Storing and Dispensing System	4,878,583	12/02/1987	11/07/1989
Storing and Dispensing System	4,913,296	03/30/1988	04/03/1990
File Device Hanger Bar	5,224,608	03/23/1992	07/06/1993
Distribution Duct for Work Space Environment System	5,881,500	01/16/1997	03/16/1999
Computer Console End	Des. 434,412	03/31/1999	11/28/2000
Computer Console End	Des. 438,537	09/18/2000	03/06/2001
Shelf Support and Electrical Cable Management Structure	Des. 363,701	05/08/1995	10/31/1995
Modular System for Obtaining Equipped Walls and Workbenches	Re. 36,226		06/08/1999

INTELLECTUAL PROPERTY ASSIGNMENT


This Assignment is made March 9, 2004, by APW Ltd., a Bermuda company ("Assignor") having its principal place of business at 2 Church Street, Hamilton, Bermuda, for the benefit of Wright Line LLC, a Delaware limited liability company ("Assignee") having its principal place of business at 160 Gold Star Boulevard, Worcester, Massachusetts 01606.

WHEREAS, Assignee desires to acquire Assignor's right, title and interest in the Intellectual Property as defined on Schedule A (hereinafter "the Intellectual Property") and the goodwill of the business in connection with which the trademarks and the registrations included in the Intellectual Property are used;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to sell, assign, and transfer to Assignee, its successors and assigns, and does hereby sell, assign, and transfer to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Intellectual Property, and the goodwill of the business symbolized by the trademarks and the registrations included in the Intellectual Property, and all claims and demands, if any, including all claims and demands for past infringement of the Intellectual Property, that Assignor may have in connection with the Intellectual Property arising before and as of the date of this Assignment.

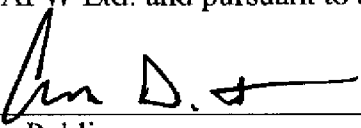
The terms and provisions of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding on Assignor and its legal representatives and any corporation controlling Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its authorized officer as of the date first stated above.

APW Ltd.
By: 
Richard D. Carroll
Vice President

STATE OF WISCONSIN)
) ss
WAUKESHA COUNTY)

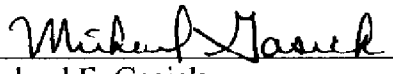
Richard D. Carroll, known to me to be Vice President of APW Ltd., personally appeared before me this 9th day of March, 2004, and executed or acknowledged to me that he executed the foregoing Assignment on behalf of APW Ltd. and pursuant to authority duly received.


Notary Public
State of Wisconsin
My Commission is permanent/~~expires~~

[Notary Seal]


ACCEPTED:

Wright Line LLC

By: 
Michael F. Gasick
Secretary

STATE OF WISCONSIN)
) ss
WAUKESHA COUNTY)

Michael F. Gasick, known to me to be the Secretary of Wright Line LLC, personally appeared before me this 9th day of March, 2004, and executed or acknowledged to me that he accepted the foregoing Assignment on behalf of Wright Line LLC and pursuant to authority duly received.


Notary Public
State of Wisconsin
My Commission is permanent/~~expires~~

[Notary Seal]

SCHEDULE A

Intellectual Property. "Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related documentation), and (g) all copies and tangible embodiments thereof of the Intellectual Property set forth in paragraphs (a) through (f) hereof (in whatever form or medium), that relate only to the business of Assignee and not to the other businesses of Assignor, including without limitation the following patents and trademarks:

PATENTS:

<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Filed</u>	<u>Issued</u>
Stationary Storing and Dispensing System	US	4,684,027	9/25/1986	8/4/1987
Coding System	US	4,856,820	1/21/1987	8/15/1989
Coding System	US	4,844,509	10/25/1988	7/4/1989
Storing and Dispensing System	US	4,878,583	12/2/1987	11/7/1989
Storing and Dispensing System	US	4,913,296	3/30/1988	4/3/1990
File Device Hanger Bar	US	5,224,608	3/23/1992	7/6/1993
Distribution Duct for Work Space Environment System	US	5,881,500	1/16/1997	3/16/1999
Computer Console End	US	Des. 434,412	3/31/1999	11/28/2000

Computer Console End	US	Des. 438,537	9/18/2000	3/6/2001
Shelf Support and Electrical Cable Management Structure	US	Des. 363,701	5/8/1995	10/31/1995
Modular System for Obtaining Equipped Walls and Workbenches	US	Re. 36,226		6/8/1999

TRADEMARKS:

<u>Mark</u>	<u>Country</u>	<u>Registration No. (Application No.)</u>	<u>Registration Date (Application Date)</u>
DOCU-MATE	Canada	231,241	December 15, 1978
DOCU-MATE, Cl. 16	Australia	A449,012	February 8, 1989
DOCU-MATE, Cl. 20	Australia	A449,013	February 9, 1989
LINX	United States	1,993,431	August 13, 1996
OPTIMEDIA	Australia	A449,017	February 14, 1989
OPTIMEDIA	Benelux	328,740	October 21, 1974
OPTIMEDIA	Canada	209,329	September 5, 1975
OPTIMEDIA	Denmark	2623 1977	July 22, 1977
OPTIMEDIA	Finland	98,139	March 20, 1987
OPTIMEDIA	France	1,291,522	December 4, 1984
OPTIMEDIA	Germany	942,240	March 31, 1976
OPTIMEDIA	Italy	312,622	November 30, 1978
OPTIMEDIA	Norway	125,395	June 5, 1986
OPTIMEDIA	Switzerland	274,538	November 6, 1974
OPTIMEDIA	United Kingdom	1,037,571	October 31, 1974

<u>Mark</u>	<u>Country</u>	<u>Registration No. (Application No.)</u>	<u>Registration Date (Application Date)</u>
OPTIMEDIA	United States	1,006,342	March 11, 1975
PROFILE	United States	(76/428,539)	(July 9, 2002)
TRI-CODE	United States	1,497,722	July 26, 1988
WRIGHT LINE	Benelux	73,306	October 29, 1971
WRIGHT LINE	Canada	380,257	February 22, 1991
WRIGHT LINE	Italy	554,858	December 19, 1968
WRIGHT LINE (Device)	France	1,610,737	November 18, 1968
WRIGHT LINE (Stylized)	Germany	877,640	January 31, 1969
WRIGHT LINE and Design	Canada	380,675	March 1, 1991
WRIGHT LINE Design	Norway	91,513	August 15, 1974
WRIGHT LINE Design	Sweden	149,149	November 8, 1974
WRIGHT LINE Design, Cl. 16	Australia	B449,010	February 1, 1990
WRIGHT LINE Design, Cl. 16	United Kingdom	B1,110,695	March 8, 1979
WRIGHT LINE Design, CL. 20	Australia	B449,011	February 1, 1990
WRIGHT LINE Design, Cl. 20	United Kingdom	B1,110,696	March 8, 1979