

01-27-1999

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
1/13/99

Name Unitech Industries, Inc.

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

#### Receiving Party

Mark if additional names of receiving parties attached

Name International Components Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 420 North May Street

Address (line 2) \_\_\_\_\_

Address (line 3) Chicago

Illinois

60601

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Illinois

01/27/1999 TTON11 00000144 1936956

FOR OFFICE USE ONLY

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40.00 DP

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

FORM PTO-1618A NO.: EL223145128US  
DATE OF DEPOSIT: January 25, 1999

REEL: 1844 FRAME: 0560

TRADEMARK

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

312-861-2493

Name

Neil S. Hirshman

Address (line 1)

Kirkland & Ellis

Address (line 2)

200 E. Randolph Drive

Address (line 3)

Suite 5400

Address (line 4)

Chicago, Illinois 60601

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

6

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

Three empty boxes for Trademark Application Number(s).

Registration Number(s) boxes: 1,936,956, [empty], [empty].

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

22-0440

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Neil S. Hirshman

Name of Person Signing

*Neil S. Hirshman*  
Signature

1/25/99  
Date Signed

TRADEMARK AND TRADE NAME ASSIGNMENT

THIS TRADEMARK AND TRADE NAME ASSIGNMENT (the "Assignment") is made and entered into as of this 14 day of January, 1999 ("Effective Date"), by and between Unitech Industries, Inc., a Delaware corporation with its principal office at 444 West Geneva Drive, Tempe, AZ 85282 ("Assignor"), and International Components Corporation, an Illinois corporation, with its principal office at 420 North May Street, Chicago, IL 60622 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 9, 1998 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell and Assignee has agreed to purchase certain assets, properties and rights pertaining to the Business as defined in the Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the "Power +" trademark (Registration No. 1,936,956) (the "Mark"), and the trade names "Unitech Industries" and "Unitech Industries, Inc.," including variations thereof (collectively, the "Trade Names"), and the goodwill of the business associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Mark and the Trade Names together with the goodwill of the business in connection with which the Mark and the Trade Names are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Mark and the Trade Names together with the goodwill of the business in connection with which the Mark and the Trade Names are used,

and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark and the Trade Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the Mark and the Trade Names are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Mark or the Trade Names; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Mark or the Trade

Names, including, but not limited to, testifying as to any facts relating to the Mark and Trade Names assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Mark or any of the Trade Names that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

\* \* \* \* \*

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the first date written above.

UNITECH INDUSTRIES, INC.

By: Gerald C Bellis

Name: GERALD C BELLIS

Title: PRES & CHAIRMAN

INTERNATIONAL COMPONENTS CORPORATION

By: James L. Giza

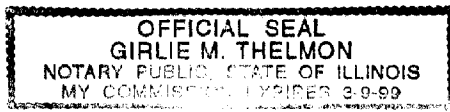
Name: JAMES L. GIZA

Title: PRESIDENT

STATE OF Illinois )  
COUNTY OF Cook ) SS.

On this 11<sup>th</sup> day of Jan, 1997, there appeared before me James L. Giza personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of International Components Corp.

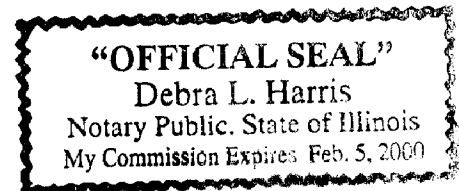
Girle M. Thelmon  
Notary Public



STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

On this 13<sup>th</sup> day of Jan., 1997, there appeared before me Gerald C. Bellis personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Unitech Industries, Inc.

Debra L. Harris  
Notary Public



TRADEMARK  
REEL: 1844 FRAME: 0565

# KIRKLAND & ELLIS

PARTNERSHIPS INCLUDING PROFESSIONAL CORPORATIONS

200 East Randolph Drive  
Chicago, Illinois 60601

312 861-2000

Facsimile:  
312 861-2200

Neil S. Hirshman  
To Call Writer Direct:  
312 861-2493

January 25, 1999

**VIA EXPRESS MAIL**

Commissioner of Patents  
and Trademarks  
Patent and Trademark Office  
Washington, D.C. 20231

ATTN: Box Assignments

Re: Request for Recordation of Trademark Assignment  
(Our Ref. No.: 37309-1)

Dear Sir:

Enclosed is a Trademark Assignment dated January 25, 1999 (the "Trademark Assignment"), by and between Unitech Industries, Inc., a Delaware corporation, and International Components Corporation, an Illinois corporation.

It is respectfully requested that the Trademark Assignment be recorded on the Patent and Trademark Office assignment records for U.S. trademark registration no. 1,936,956 for the mark "POWER +" (the "Trademark").

In accordance with the provisions of the Trademark Assignment, International Components Corporation has been assigned all right, title, and interest in and to the Trademark.

International Components Corporation, an Illinois corporation, is located and doing business at 420 North May Street, Chicago, Illinois 60622.

Also enclosed is the Recordation Form Cover Sheet and a check in the amount of \$40.00 in payment of the required recording fee for the Trademark. Any additional charges should be applied to Office Deposit Account No. 22-0440.

Please forward any correspondence and the original recorded document to my attention.

Very truly yours,



Neil S. Hirshman

ICCLT002  
Enclosures

Express Mail No.: EL223145128US  
Date of Deposit: January 25, 1999

cc: Carol Anne Sennello

London

Los Angeles

New York

Washington D.C.

RECORDED: 01/26/1999

TRADEMARK  
REEL: 1844 FRAME: 0566