

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Asset Purchase and Assignment | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Noma Company | | 04/03/2006 | Unlimited Liability Company of Nova Scotia: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Southwire Canada Company | | |
| Street Address: | 5769 Main Street | | |
| City: | Stouffville, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | L4A 2T1 | | |
| Entity Type: | Unlimited Liability Company of Nova Scotia: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1030662 | CABLE TECH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)685-6929 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 404-815-3606 | | |
| Email: | mbedsole@sgrlaw.com | | |
| Correspondent Name: | Robert H. G. Lockwood | | |
| Address Line 1: | 1230 Peachtree Street, N.E. | | |
| Address Line 2: | Suite 3100, Promenade II | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | NOMA/SW ASSET PURCHASE | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |

OP \$40.00 1030662

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Robert H. G. Lockwood

Signature:

/Robert H. G. Lockwood/

Date:

05/16/2007

Total Attachments: 6

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EXECUTION VERSION

ASSET PURCHASE AGREEMENT
BETWEEN
SOUTHWIRE CANADA COMPANY
AND
NOMA COMPANY

April 3rd, 2006

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is dated as of the 3rd day of April, 2006, by and between SOUTHWIRE CANADA COMPANY, a Nova Scotia unlimited liability company ("Buyer") and NOMA COMPANY, a Nova Scotia unlimited liability company ("Seller").

WITNESSETH:

WHEREAS, Seller is engaged in the business of manufacturing and distributing various electrical wire products for sale primarily in Canada for use in the building and construction industries from facilities located at 5769 Main Street, Stouffville, Ontario L4A 2T1 (the "Facility" and such business conducted at the Facility the "Business"); and

WHEREAS, Buyer wishes to purchase from Seller, and Seller wishes to sell, transfer, assign, convey and deliver to Buyer, substantially all of the assets used exclusively in the conduct of the Business as set forth in this Agreement; and

WHEREAS, Seller wishes to transfer and assign to Buyer, and Buyer is willing to receive and assume from Seller, certain liabilities pertaining to the Facility as set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I. PURCHASE AND SALE OF ASSETS

1.1 Assets, Properties and Business to be Transferred. Subject to the terms and conditions of this Agreement, and on the basis of the representations, warranties, covenants and conditions hereinafter set forth, at the Closing (as hereinafter defined) Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of the following assets (other than the Excluded Assets, defined below):

(a) the real and immovable property owned by Seller and listed on Schedule 1.1(a), including all appurtenant easements thereunto, and all buildings, structures, improvements, plants, facilities, and fixtures located in, on or under such real property (the "Owned Real Property");

(b) all raw material inventories, work-in-process, consignment inventory, inventory being tolled and finished products, in any case, which are located at the Facility, in transit to the Facility, or located at any location set forth on Schedule 1.1(b) and to the extent included in the Purchased Inventory Value (defined below) (or, in the case of inventory in-transit to the Facility which is not included in the Purchased Inventory Value, inventory for which Buyer assumes the payment obligation to the third-party supplier) (the "Inventory");

(c) all packaging, labeling and other identifying material (including CSA and UL numbers referenced in Section 6.14 hereof), parts, furnishings, fixtures, machinery, rolling stock, equipment (including computer equipment), furniture, office supplies, maintenance and operating supplies and spare parts for such machinery and equipment and other tangible personal property, including but not limited to leasehold improvements, located at the Facility;

(d) all original documents, books and records pertaining to the Business, the Purchased Assets and the Assumed Liabilities that are legally significant or useful to the Business, and copies of all other documents, books and records pertaining to the Business, the Purchased Assets and the Assumed Liabilities other than materials described in Section 1.2(e)(iii);

(e) all records relating to the employment of Transferred Employees and records relating to programs and arrangements required by the Collective Agreement (as defined in Section 4.16), including but not limited to re-hire rights of Employees and former Employees, apprenticeship agreements and monthly reports and committee records and reports;

(f) all rights of Seller under manufacturers' and vendors' warranties, guarantees or similar obligations relating to the Purchased Assets;

(g) all intellectual property rights used exclusively in connection with the Business (the "Intellectual Property") including, without limitation, (i) those patents (and any applications therefor), registered trademarks, service marks, and copyrights (and any applications therefor) (collectively, the "Registered Intellectual Property") set forth in Schedule 1.1(g); (ii) those unregistered trademarks, service marks, trade names, brand names, assumed names, domain names and slogans (the "Unregistered Intellectual Property") set forth in Schedule 1.1(g) annexed hereto; and (iii) the software developed by or on behalf of Seller, whether registered or unregistered, including the software set forth on Schedule 1.1(g); **provided, however** that such Intellectual Property shall not include the NOMA trade name or trade mark;

(h) all of Seller's rights under those commitments, customer orders, leases, contracts, supplier contracts and purchase orders and other agreements relating exclusively to the Business;

(i) all right, title, and interest of Seller in and to the Permits (as defined in Section 4.9(c));

(j) all right, title and interest of Seller in and to all bonds or deposits made by Seller with any governmental or quasi-governmental agencies or authorities or with any utility company or third party relating exclusively to the Business or to construction, use, operation and enjoyment of the items included in the Purchased Assets (the "Prepaid Assets");

(k) all right, title and interest of Seller in and to any assets of Seller's Pension Plan which are transferred to Buyer or Buyer's Plan pursuant to Section 6.1; and

(l) all right, title, and interest of Seller in and to all other assets located at the Facility and used exclusively in the Business, including, without limitation all telephone numbers relating to the Facility.

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, as of the date first above written.

"BUYER"

SOUTHWIRE CANADA COMPANY

By: 
Name: John R. Carlson
Title: President

"SELLER"

NOMA COMPANY

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, as of the date first above written.

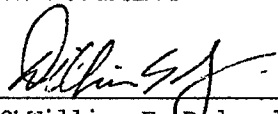
"BUYER"

SOUTHWIRE CANADA COMPANY

By: _____
Name: _____
Title: _____

"SELLER"

NOMA COMPANY

By: 
Name: William E. Redmond, Jr.
Title: Director, CEO & President

**SCHEDULE 1.1(g)
Intellectual Property**

The following is a list of all of the Registered Intellectual Property material to the operation of the business conducted at the Facility.

Registered Intellectual Property

| Mark Name | Country | Class Number | Current Appl. No | Current Appl. Date | Current Reg No. | Current Reg Date | Renewal Date |
|---------------------|---------------|--------------|------------------|--------------------|-----------------|------------------|--------------|
| CABLE TECH | Canada | Wares | 385219 | 04/23/1975 | 213902 | 05/21/1976 | 05/21/2006 |
| CABLE TECH & DESIGN | Canada | Wares | 385220 | 04/23/1975 | 214108 | 06/04/1976 | 06/04/2006 |
| CABLE-TECH | United States | 9 | 73/051,553 | 05/06/1975 | 1,030,662 | 01/20/1976 | 01/20/2006 |
| CABLE-TECH Design | United States | 9 | 73/051,552 | 05/06/1975 | 1,030,661 | 01/20/1996 | 01/20/2006 |
| GREENSPE C | Canada | 1 | 1207608 | 02/26/2004 | TMA640,624 | 05/27/2005 | 05/27/2020 |
| GREENSPE C | Mexico | 9 | 647342 | 03/17/2004 | 837840 | 06/17/2004 | 03/17/2014 |

Unregistered Intellectual Property

None.

Software

| <u>Software Name</u> | <u>License/Ownership Status</u> | <u>Anticipated Disposition</u> |
|--|--|--|
| Modifications to QAD Custom Reports Ceridian InSync | Property of Noma Licensed to Noma CableTech | Noma to Provide Copy to South Wire Transfer to South Wire |
| Modifications to Radley Software | Customer code developed by Noma | Noma to Provide Copy to South Wire |
| Modifications/Configurations to ECbridges | Developed by Noma/ecbridges | Noma to Provide Copy to South Wire |
| ECbridges Adapters | Property of Noma CableTech | Noma to Provide Copy to South Wire |
| Mainsaver (Retail) | Licensed to Noma CableTech | Transfer to South Wire |
| Lotus Notes with Collaborator (Retail) | Licensed to Noma CableTech | Transfer to South Wire |
| Lotus Designer (Retail) | Licensed to Noma CableTech | Transfer to South Wire |
| Lotus Domino Application Server (Retail) | Licensed to Noma CableTech | Transfer to South Wire |
| MS Exchange | Licensed to Noma CableTech | Transfer to South Wire |
| GainSeeker (Retail) | Licensed to Noma CableTech | Transfer to South Wire |
| Label Software (Custom code by employee) | Property of Noma | Noma to Provide Copy to South |