

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Siemens Energy & Automation, Inc.		07/22/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hubbell Industrial Controls, Inc.		
Street Address:	8711 Wadsworth Road		
City:	Wadsworth		
State/Country:	OHIO		
Postal Code:	44281		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0643883	GARD-IT	
Registration Number:	0746520	GARD-ALL	
Registration Number:	1555633	PRO CONTROL	
CORRESPONDENCE DATA			
Fax Number:	(732)590-1635		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	732-590-6811		
Email:	orrin.falby@siemens.com		
Correspondent Name:	Siemens Corporation		
Address Line 1:	170 Wood Avenue South		
Address Line 2:	IPD - Fifth Floor		
Address Line 4:	Iselin, NEW JERSEY 08830		
NAME OF SUBMITTER:	ORRIN A. FALBY		
Signature:	/OAF/		

CH \$90.00 0643883

Date:

08/04/2005

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

July __, 2005

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made and entered into by SIEMENS ENERGY & AUTOMATION, INC., a Delaware corporation ("Assignor"), as assignor, in favor of HUBBELL INDUSTRIAL CONTROLS, INC., a Delaware corporation ("Assignee"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement by and among Assignor, Assignee, and Hubbell Incorporated, a Connecticut corporation, dated as of July 6, 2005 (the "Asset Purchase Agreement"), and entered into an Amendment to the Asset Purchase Agreement dated July 22, 2005, pursuant to which Assignor has agreed to sell all of the Assets of Business to Assignee; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

2. Assignment of Intellectual Property. Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to all Intellectual Property Rights (except those Intellectual Property Rights set forth on Schedule X of the Asset Purchase Agreement) of the Business of Seller in the United States and all foreign countries where applicable, together with the goodwill of the business associated therewith, including, without limitation, the Intellectual Property Rights listed on Schedule I attached hereto (collectively, the "Transferred Intellectual Property Rights"), and all common law and statutory right, title and interest in the Transferred Intellectual Property Rights, all rights of registration, maintenance, renewal and protection thereof, the right to create derivative works and all rights of recovery and of legal action for present and future infringements and of opposition, interference and/or cancellation proceedings for protection of the Transferred Intellectual Property Rights, and Assignor hereby waives all rights of *droit moral* or other moral rights with respect to the Transferred Intellectual Property Rights and other Assets, including, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in Assignee's own name applications for patents and for trademark, service mark and copyright registration in the United States and in foreign countries in connection with the Transferred Intellectual Property Rights, and to secure in Assignee's own name the patents and registrations granted thereon. Assignor agrees to provide all assistance reasonably requested by Assignee in the evidencing, recordation and registration, at Assignee's expense of Assignee's rights in or to the Transferred Intellectual Property Rights. To the extent any right, title or interest in and to any Transferred Intellectual Property Rights cannot

lawfully be assigned by Assignor to Assignee or one or more of its designees, Assignor hereby grants to Assignee an exclusive, fully paid-up, transferable, irrevocable, perpetual, worldwide license (with full rights to sublicense) to use, exploit and practice any such nonassignable right, title and interest. To the extent any right, title or interest in and to any Transferred Intellectual Property Rights can neither be lawfully assigned nor licensed by Assignor to Assignee or one or more of its designees, Assignor hereby irrevocably waives and agrees never to assert such nonassignable and nonlicensable right, title or interest against Assignee or any of its affiliates or any of Assignee's successors in interest.

3. Further Acts. Assignor agrees to execute or cause to be executed any additional documents, and take or cause to be taken, at Assignee's expense, any further actions reasonably requested by Assignee to carry out the intent and purpose of the assignment set forth in Section 2 above.

4. Multiple Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

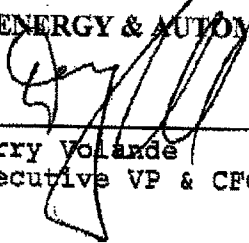
[Signature Page Follows]

ASSIGNMENT OF PROPRIETARY RIGHTS

IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

SIEMENS ENERGY & AUTOMATION, INC.

By: 
Name: Harry Volande
Title: Executive VP & CFO

ASSIGNEE:

HUBBELL INDUSTRIAL CONTROLS, INC.

By: _____
Name:
Title:

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ASSIGNMENT OF PROPRIETARY RIGHTS

NY1030524.4

019398-0054

IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first set forth above.

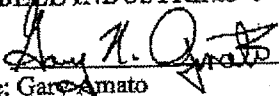
ASSIGNOR:

SIEMENS ENERGY & AUTOMATION, INC.

By: _____
Name:
Title:

ASSIGNEE:

HUBBELL INDUSTRIAL CONTROLS, INC.

By:  _____
Name: Gary Amato
Title: Vice President

SCHEDULE I

INTELLECTUAL PROPERTY RIGHTS

Patents

Patent No./Appl. No.	Issue Date/Filing Date	Country	Title	Inventors	Expiration
1211823	10.2.1987	IT	Pressure Switch	Miller, Whiting, Wilcox	10.2.2007
4868356	09.19.1989	US	ES Pressure Switch	Lindsey, Sitar	09.19.2006
1319382	06.22.1993	CA	ES Pressure Switch	Lindsey, Sitar	06.22.2010
N137722	07.04.1990	TW	ES Pressure Switch	Lindsey, Sitar	09.30.2008
360372	05.04.1994	IT	ES Pressure Switch	Lindsey, Sitar	03.22.2009
2056208	05.04.1994	SP	ES Pressure Switch	Lindsey, Sitar	03.22.2009
877390	12.09.1987	FR	Pressure Switch Design	Willcox	12.09.2012
52403	09.20.1989	IT	Pressure Switch Design	Willcox	12.09.2012
1046811	07.26.1988	GB	Pressure Switch Design	Willcox	12.02.2012
5139051	08.08.1992	US	Unloader Valve	Walstad, Couvreur	04.18.2009
521639	10.25.1995	DK	Unloader Valve	Walstad, Couvreur	06.18.2012
2081569	10.25.1995	ES	Unloader Valve	Walstad, Couvreur	06.18.2012
69205629.7	10.25.1995	DE	Unloader Valve	Walstad, Couvreur	06.18.2012
69205629.7	10.25.1995	FR	Unloader Valve	Walstad, Couvreur	06.18.2012
69205629.7	10.25.1995	IT	Unloader Valve	Walstad, Couvreur	06.18.2012
521639	10.25.1995	FR	Unloader Valve	Walstad, Couvreur	06.18.2012
5366262	11.22.1994	US	Quick Connect Fluid Fitting	Couvreur	11.22.2011
5530215	06.25.1996	US	JF Pressure Switch	Couvreur	06.25.2013
747918	12.01.1999	DK	JF Pressure Switch	Couvreur	06.06.2015
747918	12.01.1999	FR	JF Pressure Switch	Couvreur	06.06.2015
747918	12.01.1999	IT	JF Pressure Switch	Couvreur	06.06.2015
2143006	12.01.1999	ES	JF Pressure Switch	Couvreur	06.06.2015
69513640	12.01.1999	DE	JF Pressure Switch	Couvreur	06.06.2015
72642	12.01.1995	TW	JF Pressure Switch	Couvreur	02.26.2014
P19600823	02.26.1996	BR	JF Pressure Switch	Couvreur	02.26.2014
114908	07.02.2003	CN	JF Pressure Switch	Couvreur	02.16.2016
AR000933	06.14.2000	AR	JF Pressure Switch	Couvreur	02.12.2016
10/957,932	10.04.2004	US	System and Method for Air Pressure Electric Switch Pressure Adjustment	Couvreur; Miller; Mo	N/A

Trademarks

REGISTR. NUMBER	COUNTRY	DESCRIPTION	ORIGINAL DATE	RENEWAL DATE	EXPIRATION DATE
643883	UNITED STATES	GARD-IT	4/9/1957	8/14/1997	2007

ASSIGNMENT OF PROPRIETARY RIGHTS

746520	UNITED STATES	GARD-ALL	3/12/1963	5/24/2003	2013
1555633	UNITED STATES	PRO CONTROL	9/12/1989	11/18/1999	2009

ASSIGNMENT OF PROPRIETARY RIGHTS

LA11462640.1

019398-0055

RECORDED: 08/04/2005

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