

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
Cooper Industries, LLC		01/01/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cooper US, Inc.		
Street Address:	600 Travis		
Internal Address:	Suite 5800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	76381491	EDISON	
Serial Number:	76381490	EDISON	
Serial Number:	76381488	EDISON	
Serial Number:	75714073		
Registration Number:	2452699		
Serial Number:	75841438	THOMAS A EDISON	
Registration Number:	1636822	EDISON	
Registration Number:	372127	EDISON	
Registration Number:	1644681	THOMAS A. EDISON TECHNICAL CENTER	
Registration Number:	2443841	THOMAS A EDISON	
Registration Number:	2495399	THOMAS A. EDISON	
Registration Number:	2726711	EDISON	

CH \$315.00 76381491

CORRESPONDENCE DATA

Fax Number: (212)681-0300

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-681-0600

Email: jbroitman@ocfbllaw.com

Correspondent Name: Joshua S. Broitman

Address Line 1: 250 Park Avenue

Address Line 2: Suite 825

Address Line 4: New York, NEW YORK 10177-0899

ATTORNEY DOCKET NUMBER:

EDISON-TM-RECORD-3

NAME OF SUBMITTER:

Joshua S. Broitman

Signature:

/joshua s. broitman/

Date:

10/07/2005

Total Attachments: 4

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**AGREEMENT FOR SALE AND TRANSFER
OF INTELLECTUAL PROPERTY**

This Agreement for Sale and Transfer of Intellectual Property ("Agreement"), made and entered into effective as of 12:36 a.m. on January 1, 2005 (the "Effective Date"), by and between COOPER INDUSTRIES, LLC, an Ohio limited liability company, having its principal offices at 600 Travis, Suite 5800, Houston, Texas 77002, (hereinafter "ASSIGNOR") and COOPER US, INC., a Delaware corporation having its principal offices at 600 Travis, Suite 5800, Houston, Texas 77002 (hereinafter "ASSIGNEE");

WITNESSETH:

WHEREAS, effective as of 12:35 a.m. on January 1, 2005, ASSIGNOR assigned to ASSIGNEE various assets of ASSIGNOR pursuant to that certain Transfer and Distribution Agreement effective as of 12:35 a.m. on January 1, 2005, which contemplated the transfer of the Owned Intellectual Property (hereinafter defined) pursuant hereto; and

WHEREAS, ASSIGNEE wishes to obtain all right, title and interest in and to the Owned Intellectual Property from ASSIGNOR, to which ASSIGNOR is agreeable on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the above recitals, which are incorporated into the operative terms of this Agreement by this reference, the parties agree and state that the following terms and conditions shall govern this Agreement:

1. The following terms have the respective meanings hereinafter set forth:

- 1.1. "Business" means the services, contracts, arrangements, operations and facilities previously provided by the corporate office of Cooper Industries, Inc. located in Houston, Texas, including accounting, audit, budgeting and control, business development, compensation, employee benefits, employee relations, environmental affairs, financial reporting, flight operations, human resources, information systems technology, investor relations, labor relations, legal, manufacturing services, public affairs, risk management, strategic planning, strategic sourcing, tax, the Cooper Connection, and treasury, and the following current operating units described as divisions for reporting purposes of Cooper Industries, Ltd.: Cooper B-Line, Cooper Bussmann, Cooper Crouse-Hinds, Cooper Lighting, Cooper Menvier, Cooper Power Systems, and Cooper Wiring Devices;
- 1.2. "Copyrights" means all copyright rights (whether registered or unregistered) and applications therefore and all other corresponding rights thereto exclusively applicable to the Business, including all copyright registrations, pending applications for registration, and rights to apply for registration or protection,

that are owned, controlled, applied for or obtained by ASSIGNOR in the United States or any other country as of the Effective Date;

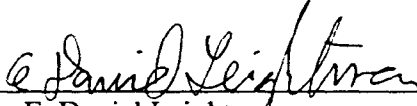
- 1.3. "Effective Date" has the meaning set forth in the preamble above;
- 1.4. "Know-how" means all technology, unpatented inventions (including those disclosed in written invention or patent disclosures), trade secrets, technical information, proprietary data, specifications, production data, designs, owned software and source code and the documentation therefrom, notebooks, and drawings, in any way related to the Business, that are owned, controlled, applied for or obtained by ASSIGNOR in the United States or any other country as of the Effective Date;
- 1.5. "Owned Intellectual Property" means any and all of the Copyrights, Know-How, Patents, Trademarks, Mask Works, and other works in any way related to the Business that are owned by ASSIGNOR as of the Effective Date, (including the rights granted by Thomas A. Edison to Thomas A. Edison, Incorporated pursuant to that certain letter dated November 24, 1930) including that identified on Schedule 1.5;
- 1.6. "Patents" means all patents and applications therefore and utility models and applications therefore in any way related to the Business that are owned, controlled, applied for or obtained by ASSIGNOR (whether published or unpublished) issued or filed in the United States or any other country, as of the Effective Date, including all divisions, reexaminations, renewals, extensions, provisionals, and continuations and reissues thereof, whether or not patents are issued on such applications and whether or not such applications are modified, withdrawn, or resubmitted; and
- 1.7. "Trademarks" means all registered and unregistered trademarks, service marks, trade names, icons and logos and the registrations in any way related exclusively applicable to the Business, that are owned, controlled, applied for or obtained by ASSIGNOR in the United States or any other country as of the Effective Date together with the goodwill associated therewith.
- 1.8. "Mask Works" means all mask works, mask work registrations and applications therefore, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology.
2. ASSIGNOR transfers and assigns its entire right, title and interest in and to the Owned Intellectual Property to ASSIGNEE.
3. ASSIGNOR transfers and assigns to ASSIGNEE all rights of any nature to prosecute, settle or defend any cause of action arising prior to the Effective Date involving the Owned Intellectual Property, including the rights of enforcement thereof and the rights to sue or recover for the infringement or misappropriation thereof.

4. This Agreement and the covenants and promises herein contained shall be binding upon and inure to the benefit of ASSIGNEE and ASSIGNOR and their successors and assigns. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons or entities other than the parties hereto and their affiliates and respective successors and assigns.
5. The terms of this Agreement shall be interpreted in accordance with the laws of the United States and the laws of the State of Texas (without giving effect to its choice-of-law provisions).
6. This Agreement constitutes the entire agreement of ASSIGNOR and ASSIGNEE with respect to the subject matter hereof, supersedes all prior agreements and understandings between them with respect to such subject matter, and may not be modified, amended, or terminated except by a written agreement specifically referring to the applicable agreement signed by ASSIGNOR and ASSIGNEE.
7. The terms "including" or "include" shall mean "including, without limitation," and the subsequent listing of any matter or matters shall in no event be construed to limit or narrow the breadth of the preceding clause or matter.
8. If any provision or part of this Agreement shall be, or be found by any court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect.
9. The parties state and agree that each has the capacity to enter into this Agreement.
10. The parties further state that they have each carefully read the foregoing Agreement and consent to its terms, as evidenced by their signatures.

Witness:




COOPER INDUSTRIES, LLC, ASSIGNOR

By: 
E. Daniel Leightman
Vice President

Witness:



COOPER US, INC., ASSIGNEE

By: 
Diane K. Schumacher
Senior Vice President, General Counsel and
Chief Compliance Officer