# 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           |
|---------------------------|----------|----------------|-----------------------|
| Rockwell Automation, Inc. |          | 03/31/2006     | CORPORATION: DELAWARE |

# RECEIVING PARTY DATA

| Name:           | ElectroCraft, Inc.    |
|-----------------|-----------------------|
| Street Address: | 250 McCormick Road    |
| City:           | Gallipolis            |
| State/Country:  | ОНЮ                   |
| Postal Code:    | 45631-8597            |
| Entity Type:    | CORPORATION: DELAWARE |

#### PROPERTY NUMBERS Total: 3

| Property Type        | Number  | Word Mark                         |  |
|----------------------|---------|-----------------------------------|--|
| Registration Number: | 1572910 | ELECTRO-CRAFT                     |  |
| Registration Number: | 2752092 | ELECTROCRAFT                      |  |
| Registration Number: | 2758207 | ELECTROCRAFT ENGINEERED SOLUTIONS |  |

# **CORRESPONDENCE DATA**

Fax Number: (603)641-2351

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

Phone: (603) 627-8119
Email: ipadm@sheehan.com
Correspondent Name: Douglas G. Verge

Address Line 1: 1000 Elm Street, P.O. Box 3701

Address Line 4: Manchester, NEW HAMPSHIRE 03105-3701

| ATTORNEY DOCKET NUMBER: | 17673-12810        |
|-------------------------|--------------------|
| NAME OF SUBMITTER:      | Douglas G. Verge   |
| Signature:              | /Douglas G. Verge/ |

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| Date:                                                                                                                                                                               | 06/10/2006             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
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#### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "<u>Assignment</u>") is made as of March 31, 2006 and is between Rockwell Automation, Inc., a Delaware corporation (the "<u>Assignor</u>"), and ElectroCraft, Inc., a Delaware corporation (the "<u>Assignee</u>").

#### **BACKGROUND**

WHEREAS, the Assignor owns the trademarks, service marks and trade names, and the registrations thereof, which are identified in <u>Schedule A</u> attached hereto (collectively, the "<u>Trademarks</u>"); and

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of March 29, 2006, between the Assignor and the Assignee, the parties wish to execute and deliver this Assignment for the purposes of assigning the Trademarks from the Assignor to the Assignee and recording such assignment with the United States Patent and Trademark Office and other trademark recording authorities.

NOW, THEREFORE, to effect such transactions and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

#### **TERMS**

- 1. Assignment. The Assignor hereby sells, conveys, transfers and assigns to the Assignee, and the Assignee hereby receives, acquires and accepts, all of the Assignor's right, title and interest in and to the Trademarks and the use thereof, the registration of such Trademarks, as set forth in Schedule A, all past, present and future applications and registrations therefor and extensions and renewals thereof, together with all of the business associated with the Trademarks and all of the goodwill associated with or symbolized by the Trademarks, the right to sue for past, present and future infringement of the Trademarks and the right to any other claim arising out of or relating to the use and ownership of the Trademarks, and all rights corresponding with the foregoing throughout the world.
- 2. <u>Further Assurances</u>. The Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment, including, without limitation, in connection with the recordal of this Assignment in the United States and any non-U.S. jurisdiction.
- 3. <u>Successors and Assigns</u>. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 4. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin (regardless of the laws that might otherwise govern under applicable Wisconsin conflict of laws principles).

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This Assignment may be executed in one or more 5. Counterparts. counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative as of the date first set forth above.

Assignor:

ROCKWELL AUTOMATION, INC.

By: Kond. Koly Salle Name: Rondi Rohr-Dralle

Title: Vice President Corporate Development

STATE OF WISCONSIN)

) ss.:

COUNTY OF MILWAUKEE)

This instrument was executed and acknowledged before me on the 31st day of March, 2006, by Rondi Rohr-Dralle, the Vice President of Corporate Development of Rockwell Automation, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public Communia Expires 9/23/07

(Seal)

IN WITNESS WHEREOF, the Assignee has caused this Assignment to be executed by its duly authorized representative as of the date first set forth above.

Assignee:

ELECTROCRAFT, INC.

STATE OF WISCONSIN

) ss.:

COUNTY OF MILWAUKEE)

This instrument was executed and acknowledged before me on the 31st day of March, 2006, by Logan D. Delany, Jr., the Chairman of ElectroCraft Inc., a Delaware corporation, on behalf of said corporation.

(Seal)

# SCHEDULE A

# **TRADEMARKS**

| Trademark                                           | Country        | Status     | Registration No. | Renewal Date      |
|-----------------------------------------------------|----------------|------------|------------------|-------------------|
| ELECTRO-CRAFT                                       | United States  | Registered | 1,572,910        | December 26, 2009 |
| ELECTROCRAFT                                        | United States  | Registered | 2,752,092        | August 19, 2013   |
| ELECTROCRAFT<br>ENGINEERED<br>SOLUTIONS &<br>DESIGN | United States  | Registered | 2,758,207        | September 2, 2013 |
| ELECTROCRAFT                                        | Canada         | Registered | TMA611256        | May 27, 2019      |
| ELECTROCRAFT<br>ENGINEERED<br>SOLUTIONS &<br>DESIGN | Canada         | Registered | TMA610207        | May 13, 2019      |
| ELECTRO-CRAFT                                       | United Kingdom | Registered | B1,388,530       | June 19, 2006     |
| ELECTRO-CRAFT                                       | United Kingdom | Registered | B1,388,529       | June 19, 2006     |

# TRADE NAMES

ELECTRO-CRAFT (including Ohio trade name registration No. RN158386)

ELECTROCRAFT ENGINEERED SOLUTIONS

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**RECORDED: 06/10/2006** 

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