

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
General Electric Company		08/07/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Powell Industries, Inc.		
Street Address:	8550 Mosley Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77075		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0806311	POWER VAC	
CORRESPONDENCE DATA			
Fax Number:	(713)650-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-650-2778		
Email:	hehrlich@winstead.com		
Correspondent Name:	Henry L. Ehrlich		
Address Line 1:	P.O. Box 50784		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	10811-K012US		
NAME OF SUBMITTER:	Henry L. Ehrlich		
Signature:	/hle1093/		
Date:	09/06/2006		

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Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This assignment is made as of the 7th day of August, 2006 by GENERAL ELECTRIC COMPANY, a New York corporation having a place of business at 1 River Road, Schenectady, New York 12345, USA (hereinafter referred to as "Assignor") to POWELL INDUSTRIES, INC., a Delaware corporation having a place of business at 8550 Mosley Drive, Houston, Texas 77075, USA (hereinafter referred to as "Assignee").

WHEREAS, Assignor has adopted, used and is using and is the owner of the United States and Brazil POWERVAC trademarks and Certificates of Registration and common law trademark rights associated with the Business in locations other than China (hereinafter "Trademarks") described in Exhibit "A", attached hereto, and the goodwill of the business associated with and symbolized by the Trademarks; and

WHEREAS, Assignor has agreed to convey the Trademarks and all associated goodwill in the Trademarks to Assignee for good and valuable consideration;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest in and to the Trademarks identified in Exhibit A, and, the goodwill of the business associated with and symbolized by the Trademarks, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action in law or in equity for past, present or future infringement of the Trademarks, and to all rights corresponding to the foregoing throughout the world.

The terms, covenants and provisions of this agreement shall insure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding on Assignor, its successors, assigns and other legal representatives. All capitalized terms used

herein and not otherwise defined shall have the meaning set forth in that certain Asset Purchase Agreement by and among Assignor and Assignee dated August 7, 2006.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

United States Trademark:

POWERVAC Registration No. 806,311 Appl. Date March 29, 1966

Brazil Trademark:

POWERVAC Registration No. 790329263 Appl. Date February 28, 1984

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