

**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			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Atlas Systems, Inc.		12/23/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
<b>Name:</b>	Newco Atlas (2004), Inc.
<b>Street Address:</b>	210 North Allen Street
<b>City:</b>	Centralia
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	65240
<b>Entity Type:</b>	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2894817	ATLAS PIERS
Registration Number:	2894816	ATLAS SYSTEMS INC.
Registration Number:	1915450	ATLAS HELICAL
Registration Number:	1249293	ATLAS PIERS
Registration Number:	2739769	ATLAS RESISTANCE
Registration Number:	2798387	ATLAS SYSTEMS, INC.
Registration Number:	2344601	
Registration Number:	2348149	WE CAN CHANGE HISTORY

CORRESPONDENCE DATA	
Fax Number:	(203)799-4333
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-7994252
Email:	ndale@hubbell.com
Correspondent Name:	Hubbell Incorporated
Address Line 1:	584 Derby Milford Road

OP \$215.00 2894817

Address Line 2: P.O. Box 549  
Address Line 4: Orange, CONNECTICUT 06477

ATTORNEY DOCKET NUMBER:	100-98
NAME OF SUBMITTER:	Nancy Dale
Signature:	/nancy dale/
Date:	12/15/2006

Total Attachments: 4  
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** is entered into effective as of the 5 day of January, 2005 by and between Atlas Systems, Inc. a Delaware corporation (“**Assignor**”), and Newco Atlas (2004), Inc., a Delaware corporation (“**Assignee**”).

**WHEREAS**, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated November 1, 2004, by and among Atlas Systems, Inc., Newco Atlas (2004), Inc., and Hubbell Incorporated (the “**Asset Purchase Agreement**”), and are parties to a certain Intellectual Property Assignment Agreement, dated January 5, 2005, by and between Atlas Systems, Inc. and Newco Atlas (2004), Inc. (the “**IP Agreement**”);

**WHEREAS**, Assignor has adopted and used or has otherwise owned or has the intent to use the trademarks set forth in Schedule A, attached hereto and made a part hereof, said trademarks, including all registrations and applications for registration thereof, all common law rights with respect thereto, and all rights to sue and recover for past, present and future infringement thereof, being collectively referred to herein as the “**Assigned Trademarks**”;

**WHEREAS**, Assignee wishes to acquire, and Assignor wishes to transfer all of the right, title and interest in and to the Assigned Trademarks; and

**WHEREAS**, Assignee and Assignor are desirous of executing a document suitable for recordation with the United States Patent and Trademark Office.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby, assign, sell and transfer to Assignee all right, title and interest in and to the Assigned Trademarks, including, but not limited to, all benefits, privileges, causes of action, and remedies, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions for past, present and future infringement thereof, and (c) grant licenses or other interests therein. The foregoing includes, and Assignor hereby assigns, sells and transfers to Assignee, the goodwill symbolized by the Assigned Trademarks. Assignee hereby accepts such assignment.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record the title of Assignee as owner of all right, title, and interest in and to the Assigned Trademarks.

To the extent there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement or the IP Agreement, the terms and conditions of the Asset Purchase Agreement and the IP Agreement shall control. This Trademark Assignment shall be governed by and interpreted and construed in accordance with the substantive laws of the State of New York, without regard to any choice of law provisions thereof.

[Signature pages follow]

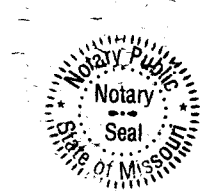
IN WITNESS WHEREOF, ASSIGNOR has caused this Trademark Assignment to be executed by its duly authorized representative.

ASSIGNOR: ATLAS SYSTEMS, INC.

By: David B. Raaf  
Name: DAVID B. RAAF  
Title: PRESIDENT / CEO

State of Missouri )  
County of Jackson ) SS

On this 23<sup>rd</sup> day of Dec., 2004, before me personally appeared David B. Raaf, known to me, who being duly sworn, did depose and say that that the foregoing Trademark Assignment was made for the purposes and considerations so stated, and that (s)he was authorized to act on behalf of Atlas Systems, Inc. in entering into such Trademark Assignment.



KATHY A. BAUER  
Jackson County  
My Commission Expires  
August 5, 2008

Kathy A. Bauer  
Notary Public:  
My commission expires:

**ACKNOWLEDGED BY:**

ASSIGNEE: NEWCO ATLAS (2004), INC.

By: *John F. Mulvihill*  
Name: John F. Mulvihill  
Title: Vice President & Assistant Secretary

SCHEDULE A

ASSIGNED TRADEMARKS

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Application Number</b>	<b>Application Date</b>
ATLAS PIERS (and design)	2,894,817	10/19/2004	76/543,610	09/10/2003
ATLAS SYSTEMS, INC.	2,894,816	10/19/2004	76/543,607	09/10/2003
ATLAS HELICAL	1,915,450	08/29/1995	74,547,812	07/11/1994
ATLAS PIERS (and design)	1,249,293	08/23/1983	73/302,080	03/20/1981
ATLAS RESISTANCE	2,739,769	07/22/2003	76/382,023	03/14/2002
ATLAS SYSTEMS, INC.	2,798,387	12/23/2003	76/227,888	03/20/2001
Tower (logo)	2,344,601	04/25/2000	75/521,970	07/20/1998
WE CAN CHANGE HISTORY (and design)	2,348,149	05/09/2000	75/522,836	07/20/1998