

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Connecticut Electric & Switch Mfg. Co		01/12/2007	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	Connecticut Electric, Inc.
<b>Street Address:</b>	100 S. Brentwood Blvd.
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Saint Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63105
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	Tacoma Electric Supply, Inc.
<b>Street Address:</b>	100 S. Brentwood Blvd.
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Saint Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63105
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	78479367	CONNECTICUT ELECTRIC
Registration Number:	3152835	CONNECTICUT ELECTRIC
Registration Number:	3152834	CONNECTICUT ELECTRIC & SWITCH MFG. CO.
Registration Number:	2827087	CESM
Registration Number:	2398929	EMERGEN SWITCH
Registration Number:	2134491	ZINSCO

CH \$240.00 78479367

Registration Number:	0975845	ZINSCO
Serial Number:	74416585	CONNECTICUT SWITCH
Registration Number:	1871096	CONNECTICUT ELECTRIC & SWITCH MFG. CO.

**CORRESPONDENCE DATA**

Fax Number: (314)259-2020  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3142592319  
Email: emma.harty@bryancave.com, ncollora@bryancave.com  
Correspondent Name: Emma Harty  
Address Line 1: One Metropolitan Square  
Address Line 2: 211 N. Broadway, Suite 3600  
Address Line 4: Saint Louis, MISSOURI 63102-2750

ATTORNEY DOCKET NUMBER:	0203005
NAME OF SUBMITTER:	Emma Harty
Signature:	/ECH/
Date:	07/27/2007

**Total Attachments: 6**  
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## Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment") is made and entered into as of this 12<sup>th</sup> day of January, 2007, by and between Connecticut Electric, Inc., a Delaware Corporation ("Connecticut Electric") and Tacoma Electric Supply, Inc., a Delaware corporation ("Tacoma Electric" and together with Connecticut Electric, the "Assignees"), and Connecticut Electric & Switch Mfg. Co., a Washington corporation ("CE"), Tacoma Electric Supply, LLC, a Washington limited liability company ("TES") and Parallax Power Supply, LLC, a Washington limited liability company ("Parallax" and together with CE and TES, the "Assignors").

WHEREAS, CE and Parallax have adopted, used and own all right, title and interest in, to and under certain trademarks and/or trade names as shown in Exhibit A attached hereto, and have registrations thereof in the United States (the "CE/Parallax Trademarks");

WHEREAS, TES has adopted, used and owns all right, title and interest in, to and under certain trademarks and/or trade names as shown in Exhibit B attached hereto (the "TES Trademarks" and together with the CE/Parallax Trademarks, the "Trademarks");

WHEREAS, Assignees and Assignors are parties to that certain Asset Purchase Agreement dated as of January 12, 2007, by and among Assignees, Assignors and certain individuals (the "Asset Purchase Agreement"), pursuant to which Assignees have agreed to purchase all right, title and interest in and to the Purchased Assets from Assignors; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed to assign to Assignees all right, title, and interest, and all goodwill associated therewith, in, to and under the Trademarks, together with all applications, registrations and common law rights therein.

NOW, THEREFORE, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. *Capitalized Terms.* Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.
2. *Assignment.* Effective as of the closing, (i) CE and Parallax hereby assign, sell, transfer and set over to Connecticut Electric, its successors and assigns, all of their right, title and interest in the United States of America and all foreign countries, in, to and under the CE/Parallax Trademarks, all applications and registrations therefor, all common law rights therein, together with any and all of the goodwill of the business symbolized by and associated with the CE/Parallax Trademarks, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present or future infringement, misappropriation or dilution of any of the CE/Parallax Trademarks, and (ii) TES hereby assigns, sells, transfers and sets over to Tacoma Electric, its successors and assigns, all of its right, title and interest in the United States of America and all foreign countries, in, to and under the TES Trademarks, all applications and registrations therefor, all common law rights therein, together with any and all of the goodwill of the business symbolized by and associated with the TES Trademarks,

and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present or future infringement, misappropriation or dilution of any of the TES Trademarks.

3. *Further Confirmation.* Assignors hereby agree to execute, acknowledge and deliver any and all documents as Assignees, in their reasonable discretion, deem desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignees own all right, title and interest in and to the Trademarks, and any and all goodwill associated therewith, and that Assignors no longer have any right, title or interest, of any kind or nature, in or to the Trademarks.

4. *Governing Law.* Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

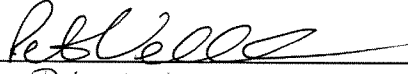
5. *Execution in Counterparts.* This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument.


*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

CONNECTICUT ELECTRIC, INC.

TACOMA ELECTRIC SUPPLY, INC.

By:   
Name: Peter Villhard  
Title: Vice President

By:   
Name: Peter Villhard  
Title: Vice President

PARALLAX POWER SUPPLY, LLC

TACOMA ELECTRIC SUPPLY, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONNECTICUT ELECTRIC & SWITCH  
MFG. CO.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

CONNECTICUT ELECTRIC, INC.

TACOMA ELECTRIC SUPPLY, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

PARALLAX POWER SUPPLY, LLC

TACOMA ELECTRIC SUPPLY, LLC

By: *Randy Mauermann*

By: *Randy Mauermann*

Name: *Randy Mauermann*

Name: *Randy Mauermann*

Title: *Manager*

Title: *Manager*

CONNECTICUT ELECTRIC & SWITCH  
MFG. CO.

By: *Randy Mauermann*

Name: *Randy Mauermann*

Title: *President*

Exhibit A

CE/Parallax Trademarks

CONNECTICUT ELECTRIC

CONNECTICUT ELECTRIC & SWITCH MFG. CO.

CONNECTICUT ELECTRIC (with lightning bolt design)

EMERGEN SWITCH

ZINSCO (words and design)

CESM

ZINSCO

CONNECTICUT SWITCH (with lightning bolt design)

CONNECTICUT ELECTRIC & SWITCH MFG. CO. (with lightning bolt design)

VIEW-PAK

UNIQUE BREAKERS

UBI (and various forms of UBI)

PARALLAX POWER SUPPLY

PARALLAX POWER

TES, INC

Exhibit B

TES Trademarks

TACOMA ELECTRIC SUPPLY

TACOMA ELECTRIC

TES