

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
Franklin Electric Co., Inc.		12/11/2006	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Bluffton Motor Works LLC		
Street Address:	410 E. Spring Street		
City:	Bluffton		
State/Country:	INDIANA		
Postal Code:	46714		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3081748	HYDRODUTY	
Registration Number:	3081747	HYDRODUTY	
Registration Number:	0675532	INST-O-VERSE	
Registration Number:	2948659	WHISPER RUN	
CORRESPONDENCE DATA			
Fax Number:	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Timothy J. Connors		
Address Line 1:	Calfee, Halter & Griswold LLP		
Address Line 2:	800 Superior Avenue, Suite 1400		
Address Line 4:	Cleveland, OHIO 44114-2688		
ATTORNEY DOCKET NUMBER:	32129/03905		
NAME OF SUBMITTER:	Timothy J. Connors		

CH \$115.00 3081748

Signature:

/timothy j. connors/

Date:

10/05/2007

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

between

FRANKLIN ELECTRIC CO., INC.
an Indiana corporation

and

BLUFFTON MOTOR WORKS LLC
an Ohio limited liability company

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, Franklin Electric Co., Inc., an Indiana corporation ("Assignor"), and Bluffton Motor Works LLC, an Ohio limited liability company ("Assignee") have entered into an Asset Purchase Agreement dated as of December 11, 2006 (the "Purchase Agreement"); and

WHEREAS, under the Purchase Agreement, Assignee agreed to purchase the Business (as that term is defined in the Purchase Agreement) of Assignor; and

WHEREAS, in conducting the Business, Assignor has acquired an interest in some intellectual property assets that are to be transferred to Assignee as part of the Acquired Assets (as that term is defined in the Purchase Agreement); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States federal trademark and service mark registrations and applications listed in Schedule A (the "Domestic Trademarks"); and

WHEREAS, outside the United States of America Assignor is the owner of all right, title and interest in and to the foreign trademark and service mark registrations and applications listed in Schedule A (the "Foreign Trademarks"); and

WHEREAS, in the United States of America, Assignor is the owner of all right, title and interest in and to the patents and utility models and applications therefor listed in Schedule A hereto (which shall include all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon) (collectively, the "Domestic Patents");

WHEREAS, Assignor, to its knowledge, is the owner of certain right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, unregistered trademarks, service marks and tradenames, and other similar proprietary rights that are included in the Acquired Assets to be transferred under the Purchase Agreement (collectively, the "Other IP Assets"), including the unregistered trademarks set forth on Schedule A; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Domestic Trademarks, Foreign Trademarks, Domestic Patents, and the Other IP Assets (collectively, the "ASSETS"), and Assignor has promised, in the Purchase Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Purchase Agreement, acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to Assignee the entire right, title and interest in, to and under all ASSETS together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby,

including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment, including any country-specific assignments necessary to record transfer of title. The expense incurred by Assignor in providing such cooperation shall be paid for by the Assignee except as otherwise provided in the Purchase Agreement.

3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

4. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

5. This Assignment Of Intellectual Property Assets does not (i) convey any rights of Assignor other than those required to be transferred under the Purchase Agreement, (ii) create any obligations for Assignor in addition to those provided under the Purchase Agreement, or (iii) relieve Assignor of any obligations under the Purchase Agreement.

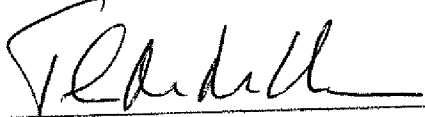
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IN TESTIMONY WHEREOF, the parties have executed this Assignment Of Intellectual Property Assets on and as of the day first referenced above.

FRANKLIN ELECTRIC CO., INC.

BLUFFTON MOTOR WORKS LLC

By: _____
Thomas J. Strupp
Vice President, Chief Financial Officer and Secretary

By: 
Its: PRESIDENT

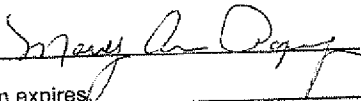
STATE OF _____)
COUNTY OF _____) SS:

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of December, 2006, before me appeared _____, who, being by me duly sworn, did say that he/she is the _____ of ASSIGNOR, a corporation of the State of Indiana, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

On this _____ day of December, 2006, before me appeared DENNIS M. MUELLER, who, being by me duly sworn, did say that he/she is the _____ of ASSIGNEE, a limited liability company of the State of Ohio, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public _____
My commission expires: _____


Notary Public 
My commission expires _____

MARY ANN PAPAY
A Notary Public of Ohio
My Commission Expires April 28, 2007

SCHEDULE A

(1 Page Attached)

DOMESTIC TRADEMARKS

Trademark	Country	Reg. No.	Reg. Date
HYDRODUTY (stylized) 	U.S.A.	3,081,748	04/18/06
HYDRODUTY	U.S.A.	3,081,747	04/18/06
INST-O-VERSE	U.S.A.	675,532	03/17/59
WHISPER RUN	U.S.A.	2948659	05/10/05

FOREIGN TRADEMARKS

Trademark	Country	Reg. No.	Reg. Date
KILOWATT KILLER	Denmark	1984 3614 VR	10/19/84
KILOWATT KILLER	Sweden	193065	09/28/84

DOMESTIC PATENTS

Title	App. / Patent No.	Filing / Issue Date
Electric Motors for Washdown, Food Processing, and Chemical Applications	7,042,124	05/09/06
ARC Suppressing Circuit Employing a Triggerable Electronics Switch to Protect Switch Contacts	6,624,989	09/23/03
Enhanced Cooling Apparatus and Method for Rotating Machinery	6,700,235	03/02/04
Method and Apparatus for Encapsulating Electric Motors Used in Washdown, Food Processing and Chemical Applications	10/678,928	10/03/03
Electric Motors for Washdown, Food Processing, and Chemical Applications	11/338,185	01/24/06

MATERIAL UNREGISTERED TRADEMARKS

V-SERIES

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