

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Seller Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Company		12/03/2007	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ferraz Shawmut, LLC		
<b>Street Address:</b>	374 Merrimac Street		
<b>City:</b>	Newburyport		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01950		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1127823	SURE GUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(860)275-0343		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	860-275-0589		
<b>Email:</b>	nytrademark@daypitney.com		
<b>Correspondent Name:</b>	Barb Villandry, Day Pitney LLP		
<b>Address Line 1:</b>	242 Trumbull Street		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>ATTORNEY DOCKET NUMBER:</b>	130136-000090		
<b>NAME OF SUBMITTER:</b>	Barb Villandry		
<b>Signature:</b>	/Barb Villandry/		
<b>Date:</b>	12/17/2007		

**CH \$40.00 1127823**

**Total Attachments: 8**

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## ASSIGNMENT OF SELLER INTELLECTUAL PROPERTY

**THIS ASSIGNMENT** (the "Sellers Intellectual Property Assignment" or "SIPA"), effective as of December 3, 2007, is made by and among General Electric Company, a New York corporation ("GE"), GEA Caribbean Export, LLC, a Delaware limited liability company ("GEA Export"), GE Industrial of PR, LLC, a Puerto Rico limited liability company ("GE Vieques") and Ferraz Shawmut, LLC, a Delaware limited liability company (the "Assignee"). GE, GEA Export and GE Vieques are each referred to herein individually as an "Assignor" and collectively, as the "Assignors." The Assignee and the Assignors may hereinafter be referred to collectively as the "Parties".

**WHEREAS**, pursuant to the Purchase Agreement (defined below), the Assignors have agreed to sell and the Assignee has agreed to purchase, subject to the assumption of certain Assumed Liabilities of the Assignors, the Purchased Assets.

**WHEREAS**, in accordance with the Purchase Agreement, the Assignors have agreed to transfer and assign to the Assignee, and the Assignee has agreed to accept the transfer and assignment of, all of the Sellers Intellectual Property (as defined in the Purchase Agreement), the patents and trademarks of which are as set forth in Schedule A attached hereto for ease of recordation.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated as of December 3, 2007, by and among the Assignors and the Assignee (the "Purchase Agreement").
2. Assignment. Without limiting or modifying any of the provisions hereof or of the Purchase Agreement, each Assignor does hereby assign to the Assignee all of its legal and equitable right, title, and interest throughout the world in and to the Sellers Intellectual Property and all registrations and applications for registrations of the Sellers Intellectual Property, including the registrations identified on Schedule A, and together with all of such Assignor's right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Sellers Intellectual Property, free and clear of all Encumbrances, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this assignment not been made.
3. Further Assurances. Each Assignor hereby agrees to execute all documents for use in applying for and obtaining trademark and copyright registrations and other rights and protections relating to the Sellers Intellectual Property and enforcing the same, in accordance with the Purchase Agreement, as the Assignee may reasonable request, together with any assignments thereof to the Assignee or persons designated by it. In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any document or documents needed to apply for or prosecute any trademark, copyright or other right or protection relating to any Sellers Intellectual Property, for any reason whatsoever, each Assignor hereby irrevocably

designates and appoints the Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact to act for and on such Assignor's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any trademarks, copyrights or similar protections thereon with the same legal force and effect as if executed by the Assignor at no cost to either Assignor.

4. Validity Disputes. Except as expressly provided in the Purchase Agreement, Assignors make no warranties, express or implied, with respect to the Sellers Intellectual Property.

5. No Third Party Beneficiaries. Nothing in this SIPA, expressed or implied, is intended or shall be construed to confer upon or give to any Person, firm, corporation or other entity other than the Assignee, the Assignors and their respective successors and assigns any remedy or claim under, or by reason of, this SIPA or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this SIPA shall be for the sole and exclusive benefit of the Assignee, the Assignors and their respective successors and assigns.

6. Modification. This SIPA may not be modified except by a writing executed by all the Parties hereto.

7. Assignment. The terms of this SIPA shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties hereto and each of their respective successors and permitted assigns.

8. Governing Law. This SIPA and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of the State of New York (without regard to the laws of conflict that might otherwise apply) as to all matters.

9. Headings. The paragraph headings in this SIPA are for convenience only and such headings form no part of this SIPA and shall not affect its interpretation.

10. Execution in Counterparts. This SIPA may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This SIPA shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories

11. Filing. Each Assignor hereby agrees that this SIPA may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by the Assignee, and, accordingly, that the Assignee will be reflected as the successor in title to the Sellers Intellectual Property and all applications and registrations therefor.

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Accepted:

FERRAZ SHAWMUT, LLC

By: 

Name: Daniel Beaudron

Title: President

STATE OF MASSACHUSETTS        )  
  ) ss.:  
COUNTY OF SUFFOLK            )

On this the 3rd day of December, 2007, before me, personally appeared Daniel Beaudron who, being by me duly sworn, did depose and say that he is the President of Ferraz Shawmut, LLC, the company described in and which executed the above instrument, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

JEFFREY A. CLOPECK, NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 30, 2008

IN WITNESS WHEREOF, this SIPA has been duly executed, sealed and delivered by an authorized officer of each Assignor as of the date set forth above.

GENERAL ELECTRIC COMPANY

By: 

Name: James P. Campbell

Title: Senior Vice President of General Electric Company and President & CEO, GE Consumer & Industrial

STATE OF KENTUCKY )

) ss.:

COUNTY OF JEFFERSON

On this the 3<sup>rd</sup> day of December 2007, before me, personally appeared James P. Campbell who, being by me duly sworn, did depose and say that he is the Senior Vice President of General Electric Company, the corporation described in and which executed the above instrument, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.



Notary Public

My Commission Expires: 8/6/2011

GEA CARIBBEAN EXPORT LLC

By: *Amir Lastra*  
Name: Amir Lastra  
Title: Secretary

COMMONWEALTH OF PUERTO RICO )  
 ) ss.:  
COUNTY OF SAN JUAN )

On this the 3<sup>rd</sup> day of December 2007, before me, personally appeared Amir Lastra who, being by me duly sworn, did depose and say that she is the Secretary of GEA Caribbean Export LLC, the company described in and which executed the above instrument, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as such officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

*Jose B. Hernandez Toro*  
Notary Public  
My Commission Expires: *For Life*



GE INDUSTRIAL OF PR, LLC

By: *Amir Lastra*  
Name: Amir Lastra  
Title: Secretary

COMMONWEALTH OF PUERTO RICO )  
 ) ss.:  
COUNTY OF SAN JUAN )

On this the 3<sup>rd</sup> day of December 2007, before me, personally appeared Amir Lastra who, being by me duly sworn, did depose and say that she is the Secretary of GE Industrial of PR, LLC, the company described in and which executed the above instrument, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as such officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand. ~~NOV 4, 2007~~

*[Signature]*  
Notary Public  
My Commission Expires: *For Life*





SCHEDULE A  
TO  
ASSIGNMENT OF SELLER INTELLECTUAL PROPERTY

**Trademarks and Trademark Registrations**

<u>Country</u>	<u>Appln. No.</u>	<u>Trademark Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
U.S.	73134533	1127823	7/19/1977	12/18/1979

**Patents**

<u>Country</u>	<u>Appln. No.</u>	<u>Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
U.S.		6642833	1/26/2001	11/4/2003
U.S.		5670926	6/8/1995	9/23/1997
U.S.		5134382	8/12/1991	7/28/1992
U.S.		4963850	3/30/1989	10/16/1990
Canada		2085727	12/17/1992	8/2/2005
Great Britain		2263367	1/14/1993	1/24/1996
U.S.		5406438	5/24/1994	4/11/1995
U.S.		5227758	9/22/1992	7/13/1993
U.S.		4807082	5/14/1987	2/21/1989
U.S.		4638283	11/19/1985	1/20/1987
U.S.		4489301	3/7/1983	12/18/1984
U.S.		4486734	4/8/1983	12/4/1984
U.S.		4419651	6/24/1982	12/6/1983
U.S.		4375629	6/26/1981	3/1/1983
Canada		1186716	9/17/1982	5/7/1985
U.S.		4358747	7/1/1981	11/9/1982
Canada		1174716	5/21/1982	9/18/1984
Germany		3220357	5/29/1982	
France		2507384	6/1/1982	2/7/1986
Great Britain		2099640	5/10/1982	2/27/1985

Japan		58001942	6/2/1982	
U.S.		4357588	6/3/1981	11/2/1982
Canada		1174715	5/21/1982	9/18/1984
U.S.		4339742	6/4/1981	7/13/1982
U.S.		4275373	12/26/1979	6/23/1981
U.S.		4253080	6/21/1978	2/24/1981
U.S.		4158188	6/22/1978	6/12/1979
Brazil		7900414	1/19/1979	9/27/1983
U.S.		4156225	1/19/1978	5/22/1979
U.S.		4091353	3/30/1977	3/30/1977
U.S.		4058785	9/22/1976	11/15/1977
U.S.		4003129	1/23/1976	1/18/1976
U.S.		3983526	10/9/1975	9/28/1976
U.S.		3983524	10/9/1975	9/28/1976
U.S.		3967228	10/9/1975	6/29/1976
U.S.		3801945	9/28/1971	4/2/1974
U.S.		3400235	8/21/1967	9/3/1968
U.S.		4573032	1/5/84	2/25/86
U.S.		GE docket no.: 230142	GE docket date: 11/21/2007	