

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Transfer and Assumption Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Eaton Aeroquip Inc.		01/01/2009	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

Name:	Eaton Aeroquip LLC
Street Address:	1111 Superior Avenue
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2290233	MATCHMATE
Registration Number:	2293107	FLOCS
Registration Number:	0883359	JAGUAR
Registration Number:	2313848	BRUISER
Registration Number:	2320781	MATCHMATE ICE
Registration Number:	2833277	MARAUDER
Registration Number:	2351145	AEROQUIP EXPRESS
Registration Number:	0698833	A
Registration Number:	0703965	AEROQUIP
Registration Number:	0703966	A

**CORRESPONDENCE DATA**

Fax Number: (216)479-7015  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 216-523-4131

CH \$265.00 2290233

Email: danielskalka@eaton.com  
Correspondent Name: Daniel S. Kalka  
Address Line 1: 1111 Superior Avenue  
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Daniel S. Kalka
Signature:	/Daniel S. Kalka/
Date:	10/23/2009

Total Attachments: 6  
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## ASSET TRANSFER AND ASSUMPTION AGREEMENT

ASSET TRANSFER AND ASSUMPTION AGREEMENT, dated as of 12:01 a.m. January 1, 2009, entered into in Cleveland, Ohio between Eaton Aeroquip Inc., a Michigan Corporation, ("EAI") and Eaton Aeroquip LLC, an Ohio Limited Liability Company, ("EALLC"). EAI and EALLC shall be collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, EAI desires to transfer the assets and liabilities described herein to EALLC, and also desires to transfer its employees (the "Employees") from EAI to EALLC;

WHEREAS, EALLC is willing to receive the assets and assume the liabilities of EAI, and also is willing to offer employment to the Employees;

NOW, THEREFORE, in consideration of the premises, the Parties hereto agree as follows:

1. Preamble. The preamble to this Agreement is incorporated herein and made a part hereof.

2. Delivery of Assets. (a) Subject to the terms and conditions of this Agreement and paragraph 2(b), EAI hereby conveys, transfers, assigns and delivers unto EALLC, its successors and assigns, all its right, title and interest in and to the assets, properties, business and other rights owned by EAI on the date hereof of every kind and nature whatsoever, wherever located, known or unknown, contingent or otherwise, whether or not reflected on the books and records of EAI as of December 31, 2008, and specifically including, without limitation, (a) 100% of the shares of Eaton Hydraulics, Inc., a Delaware corporation, and (b) forty nine percent (49%) of its Sharing Percentage of Eaton Inoac Company, a general partnership with Inoac Corporation, an Ohio corporation (the "Assets").

(b) Anything in paragraph 2(a) to the contrary notwithstanding, the following shall not be included in the Assets conveyed, transferred, assigned or delivered hereunder: Two percent (2%) of the Sharing Percentage owned by EAI in Eaton Inoac Company and the rights to insurance coverage possessed by EAI with respect to asbestos bodily injury claims and environmental claims.

3. Acceptance and Assumption. (a) EALLC does hereby acknowledge receipt from EAI of all of EAI's right, title and interest, legal or equitable, in and to the Assets, and hereby assumes and agrees to pay, perform and discharge when due, all debts, contracts, liabilities, responsibilities and obligations of any kind, character or description, absolute or contingent, known or unknown, whether or not reflected on the books and records of EAI as of December 31, 2008.

(b) Anything in paragraph 3(a) to the contrary notwithstanding, EALLC shall not assume or agree to pay, perform and discharge any liabilities or obligations of EAI for asbestos bodily injury claims and environmental claims to the extent that EAI or any of its affiliates actually receive payment from any insurer with respect to such liabilities or obligations under any policy of insurance issued to EAI prior to the date hereof.

4. The Employees. EALLC shall offer immediate employment (so that no period of unemployment shall occur between employment with EAI prior to January 1, 2009 and employment with EALLC on and after January 1, 2009) to all of the Employees of EAI as of January 1, 2009, with such employment to commence on January 1, 2009. Said offer of employment shall be under terms and conditions which are at least equal to those prevailing immediately prior to January 1, 2009, and shall provide the same or similar benefit plans (the parties will use good faith efforts to cooperate with each other in order to have the Employees covered by the EAI benefit plans), and to give the Employees credit for their seniority. Also, EALLC will recognize the vacation leave accrued by the Employees on the books of EAI as of January 1, 2009. EALLC acknowledges having received complete copies of the Employees' personnel files.

5. Representations of EALLC. EALLC represents, warrants, and agrees with EAI that:

(a) Organization and Good Standing. EALLC is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Ohio, with full corporate power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations.

(b) Authority; No Conflict. This Agreement has been duly authorized by appropriate corporate action and constitutes the legal, valid, and binding obligation of EALLC, enforceable against EALLC in accordance with its terms. Neither the execution and delivery of this Agreement, nor the consummation or performance of any of the transactions contemplated herein, will, directly or indirectly contravene, conflict with, or result in a violation of (i) any provision of the organizational documents of EALLC, or (ii) any resolution adopted by the managers of EALLC.

(e) Liabilities. There is no litigation, proceeding, judgment, order or decree pending against EALLC, or to which it is a party, by any person, firm, corporation or association ("Person"), or by or before any public body, agency or authority, which affect or may affect the transactions contemplated in this Agreement or in any other related agreements.

6. Disclaimer of EAI. EAI MAKES NO WARRANTY OR REPRESENTATION OF ANY NATURE RELATED TO THE ASSETS. THE CONVEYANCE SET FORTH IN PARAGRPH 2 HEREOF IS ON AN "AS IS" AND "WHERE IS" BASIS.

7. Indemnification by EALLC. EALLC will indemnify and hold harmless EAI and its stockholders, controlling persons and affiliates (collectively, the "EAI Indemnified Persons") for, and will pay to the EAI Indemnified Persons the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense, fines, impositions (including defense related costs) or diminution in value, whether or not involving a third-party claim, arising directly or indirectly from, or in connection with, any claim of any nature related to the liabilities assumed by EALLC pursuant to paragraph 3 hereof and all obligations and liabilities so assumed or hereafter incurred by EALLC to be paid or performed after the date hereof, provided however that EALLC will not be obligated to indemnify EAI for any obligation or liability to the extent that EAI or any of its affiliates actually recover insurance payments for those liabilities or obligations under any policy of insurance issued to EAI prior to the date hereof.

8. Indemnification by EAI. EAI will indemnify and hold harmless EALLC and its stockholders, controlling persons and affiliates (collectively, the "EALLC Indemnified Persons") for, and will pay to the EALLC Indemnified Persons the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense, fines, impositions (including defense related costs) or diminution in value, whether or not involving a third-party claim, arising directly or indirectly from, or in connection with, any asbestos bodily injury claim or environmental claim not assumed by EALLC pursuant to paragraph 3 hereof, but only to the extent that EAI would be entitled to payments from its insurers if the claim were asserted against EAI.

9. General Provisions.

(a) Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the contemplated transactions, including all fees and expenses of agents, representatives, counsel, and accountants.

(c) Confidentiality. EAI and EALLC will maintain in confidence, and will cause their respective directors, managers, officers, employees, agents, and advisors to maintain in confidence, and not use to the detriment of another party any written, oral, or other information obtained in confidence from another party in connection with this Agreement, unless (i) such information is already known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party, (ii) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the consummation of the transactions contemplated herein, or (iii) the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings.

(d) Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), or (ii) when received by

the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses numbers set forth below (or to such other addresses numbers as a party may designate by notice to the other party):

if to EALLC:

Vice President and Secretary  
Eaton Aeroquip LLC  
1111 Superior Ave.  
Cleveland, Ohio 44114

if to EAI:

Vice President and Secretary  
Eaton Aeroquip Inc.  
1111 Superior Ave.  
Cleveland, Ohio 44114

(e) Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in the courts of Ohio and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

(f) Further Assurances. The Parties agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred hereto.

(g) Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred hereto will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement or the documents referred hereto can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (ii) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred hereto.

(h) Entire Agreement and Modification. This Agreement constitutes (along with the documents referred hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by all the Parties to this Agreement.

(i) Successors, and No Third-Party Rights. None of the Parties to this Agreement may assign any of its rights hereto without the prior consent of the other parties, which will not be unreasonably withheld. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision hereto. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties hereto and their successors and assigns.

(j) Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(k) Section Headings, Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

(l) Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

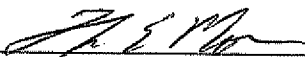
(m) Governing Law. This Agreement will be governed by the laws of Ohio without regard to conflicts of laws principles.

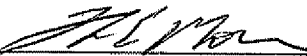
(n) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned Parties have hereunto affixed their respective hands and signatures, at Cleveland, Ohio, as of 12:01 a.m. on the 1<sup>st</sup> day of January, 2009.

**EATON AEROQUIP INC.**

**EATON AEROQUIP LLC**

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

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

Name: Thomas E. Moran

Name: Thomas E. Moran

Title: Vice President and Secretary

Title: Vice President and Secretary

And

And

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

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

Name: Ken D. Semelsberger

Name: Ken D. Semelsberger

Title: Vice President and Treasurer

Title: Vice President and Treasurer

EAI Asset Transfer Agreement