

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																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:20%;">Execution Date</th> <th style="width:20%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Pauluhn Electric Manufacturing, LLP.</td> <td></td> <td>11/24/2009</td> <td>Limited Liability Partnership: TEXAS</td> </tr> <tr> <td>Federal Signal Corporation</td> <td></td> <td>11/24/2009</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Pauluhn, Inc.</td> <td></td> <td>11/24/2009</td> <td>CORPORATION: CANADA</td> </tr> <tr> <td>Pauluhn Electric Mfg. Co. Inc.</td> <td></td> <td>11/24/2009</td> <td>CORPORATION: NEW YORK</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Pauluhn Electric Manufacturing, LLP.		11/24/2009	Limited Liability Partnership: TEXAS	Federal Signal Corporation		11/24/2009	CORPORATION: DELAWARE	Pauluhn, Inc.		11/24/2009	CORPORATION: CANADA	Pauluhn Electric Mfg. Co. Inc.		11/24/2009	CORPORATION: NEW YORK
Name	Formerly	Execution Date	Entity Type																		
Pauluhn Electric Manufacturing, LLP.		11/24/2009	Limited Liability Partnership: TEXAS																		
Federal Signal Corporation		11/24/2009	CORPORATION: DELAWARE																		
Pauluhn, Inc.		11/24/2009	CORPORATION: CANADA																		
Pauluhn Electric Mfg. Co. Inc.		11/24/2009	CORPORATION: NEW YORK																		
RECEIVING PARTY DATA																					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Cooper Crouse-Hinds, LLC.</td> </tr> <tr> <td>Street Address:</td> <td>600 Travis, Suite 5600</td> </tr> <tr> <td>City:</td> <td>Houston</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>77002</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>		Name:	Cooper Crouse-Hinds, LLC.	Street Address:	600 Travis, Suite 5600	City:	Houston	State/Country:	TEXAS	Postal Code:	77002	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE								
Name:	Cooper Crouse-Hinds, LLC.																				
Street Address:	600 Travis, Suite 5600																				
City:	Houston																				
State/Country:	TEXAS																				
Postal Code:	77002																				
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																				
PROPERTY NUMBERS Total: 2																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Property Type</th> <th style="width:20%;">Number</th> <th style="width:60%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>77021776</td> <td>SHOC LOC</td> </tr> <tr> <td>Serial Number:</td> <td>78449733</td> <td>PAULUHN</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Serial Number:	77021776	SHOC LOC	Serial Number:	78449733	PAULUHN											
Property Type	Number	Word Mark																			
Serial Number:	77021776	SHOC LOC																			
Serial Number:	78449733	PAULUHN																			
CORRESPONDENCE DATA																					
<p>Fax Number: (713)751-3290 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: badams@kslaw.com Correspondent Name: Bryan D. Adams Address Line 1: 1100 Louisiana, Suite 4000 Address Line 4: Houston, TEXAS 77002</p>																					
ATTORNEY DOCKET NUMBER:	PROJECT FIRE																				
NAME OF SUBMITTER:	Bryan D. Adams																				

OP \$65.00 77021776

Signature:	/Bryan D. Adams/
Date:	12/10/2009
Total Attachments: 11 source=TM Assign#page1.tif source=TM Assign#page2.tif source=TM Assign#page3.tif source=TM Assign#page4.tif source=TM Assign#page5.tif source=TM Assign#page6.tif source=TM Assign#page7.tif source=TM Assign#page8.tif source=TM Assign#page9.tif source=TM Assign#page10.tif source=TM Assign#page11.tif	

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of November 24, 2009, is made and entered into by and among **COOPER INDUSTRIES (ELECTRICAL) INC.**, an Ontario, Canada corporation ("Cooper Canada"); **COOPER CROUSE-HINDS, LLC**, a Delaware limited liability company ("Cooper Crouse-Hinds", and together with Cooper Canada, the "Purchaser"); **COOPER US, INC.**, a Delaware corporation (the "Purchaser Parent") (Purchaser and Purchaser Parent are sometimes individually referred to herein as a "Cooper Entity" and collectively as the "Cooper Entities"); **FEDERAL SIGNAL CORPORATION**, a Delaware corporation ("FSC"); **PAULUHN ELECTRIC MANUFACTURING, LLP**, a Texas limited liability partnership ("Pauluhn LLP"); **PAULUHN, INC.**, a corporation incorporated in Alberta, Canada ("Pauluhn, Inc."); and **PAULUHN ELECTRIC MFG. CO. INC.**, a New York corporation ("Pauluhn NY") (Pauluhn LLP, Pauluhn, Inc. and Pauluhn NY are sometimes individually referred to herein as a "Pauluhn Entity", and collectively as the "Pauluhn Entities") (FSC, Pauluhn LLP, Pauluhn Inc. and Pauluhn NY are sometimes individually referred to herein as a "Seller" and collectively as the "Sellers"). The Purchaser, the Purchaser Parent, and the Sellers are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

TRADEMARK

REEL: 004111 FRAME: 0933

ARTICLE II PURCHASE AND SALE

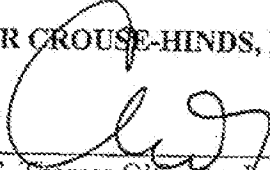
Section 2.1 Agreement to Purchase and Sell. Effective as of the close of business on the date hereof, and except as otherwise specifically provided in this Article II, (a) each Seller, as applicable, in consideration for the payment of the Purchase Price and the Purchaser's assumption of the Assumed Liabilities, hereby agrees to sell, assign, transfer and deliver to the Purchaser, and the Purchaser agrees to purchase and acquire from each Seller, (i) all right, title and interest of each Seller in and to the Business, and (ii) except for the Excluded Assets, all of the assets, properties and rights of each Pauluhn Entity of every kind and description, real, personal and mixed, tangible and intangible, wherever situated (all such assets, and rights described in the foregoing clauses (a)(i) and (a)(ii) are collectively referred to in this Agreement as the "Assets"), free and clear of all Liens, and (b) the Purchaser agrees to assume the Assumed Liabilities. For purposes of this Section 2.1, the Purchaser shall be Cooper Canada with respect to Assets located in Canada and the Purchaser shall be Cooper Crouse-Hinds for all of the other Assets.

Section 4.19 Intellectual Property. Schedule 4.19A contains an accurate and complete list of all Company Registered Intellectual Property and all common law trademarks and service marks and identifies that which is owned and that which is licensed by each Panluhn Entity.

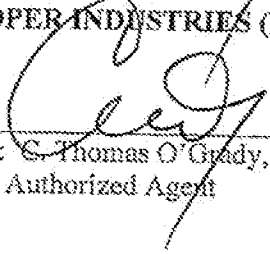
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed,
as of the date first above written.

PURCHASER:

COOPER CROUSE-HINDS, LLC

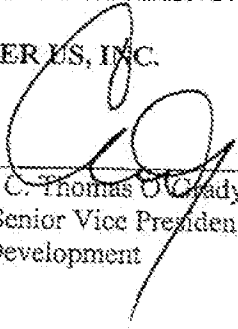
By: 
Name: C. Thomas O'Grady, Jr.
Title: Authorized Agent

COOPER INDUSTRIES (ELECTRICAL) INC.

By: 
Name: C. Thomas O'Grady, Jr.
Title: Authorized Agent

PURCHASER PARENT:


COOPER ES, INC.

By: 
Name: C. Thomas O'Grady, Jr.
Title: Senior Vice President, Corporate
Development

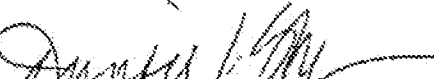
[Signature Page to Asset Purchase Agreement]

SELLERS:

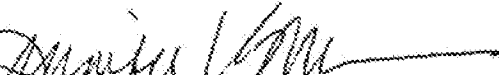
FEDERAL SIGNAL CORPORATION

By: 
Name: Jennifer L. Sherman
Title: Senior Vice President, Human Resources,
and General Counsel

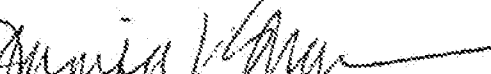
**PAULUHN ELECTRIC MANUFACTURING,
LLP**

By: 
Name: Jennifer L. Sherman
Title: Vice President

PAULUHN INC.

By: 
Name: Jennifer L. Sherman
Title: Vice President

PAULUHN ELECTRIC MFG. CO. INC.

By: 
Name: Jennifer L. Sherman
Title: Vice President

[Signature Page to Asset Purchase Agreement]

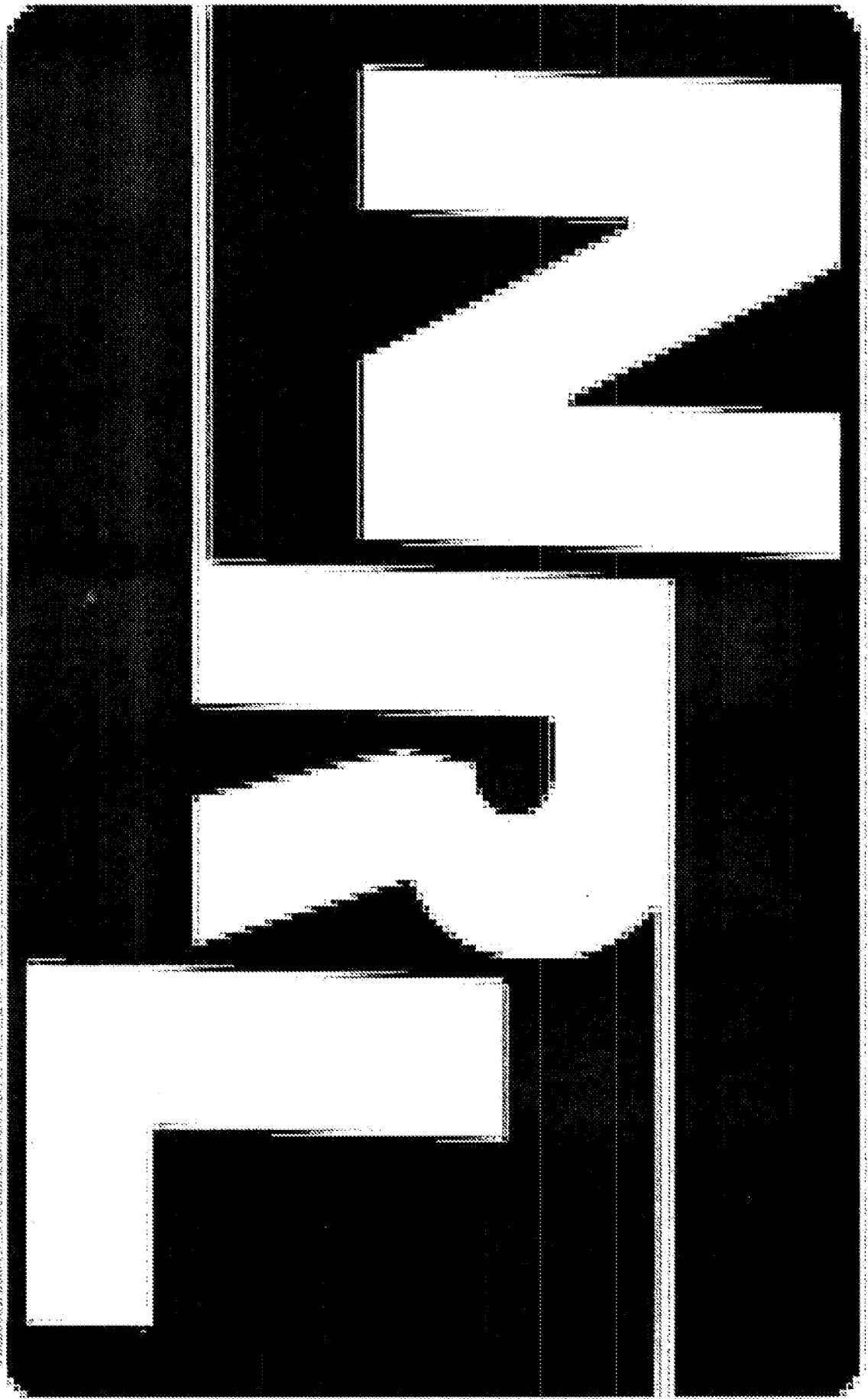
Schedule 4.19A
Company Registered Intellectual Property

Owned Intellectual Property:

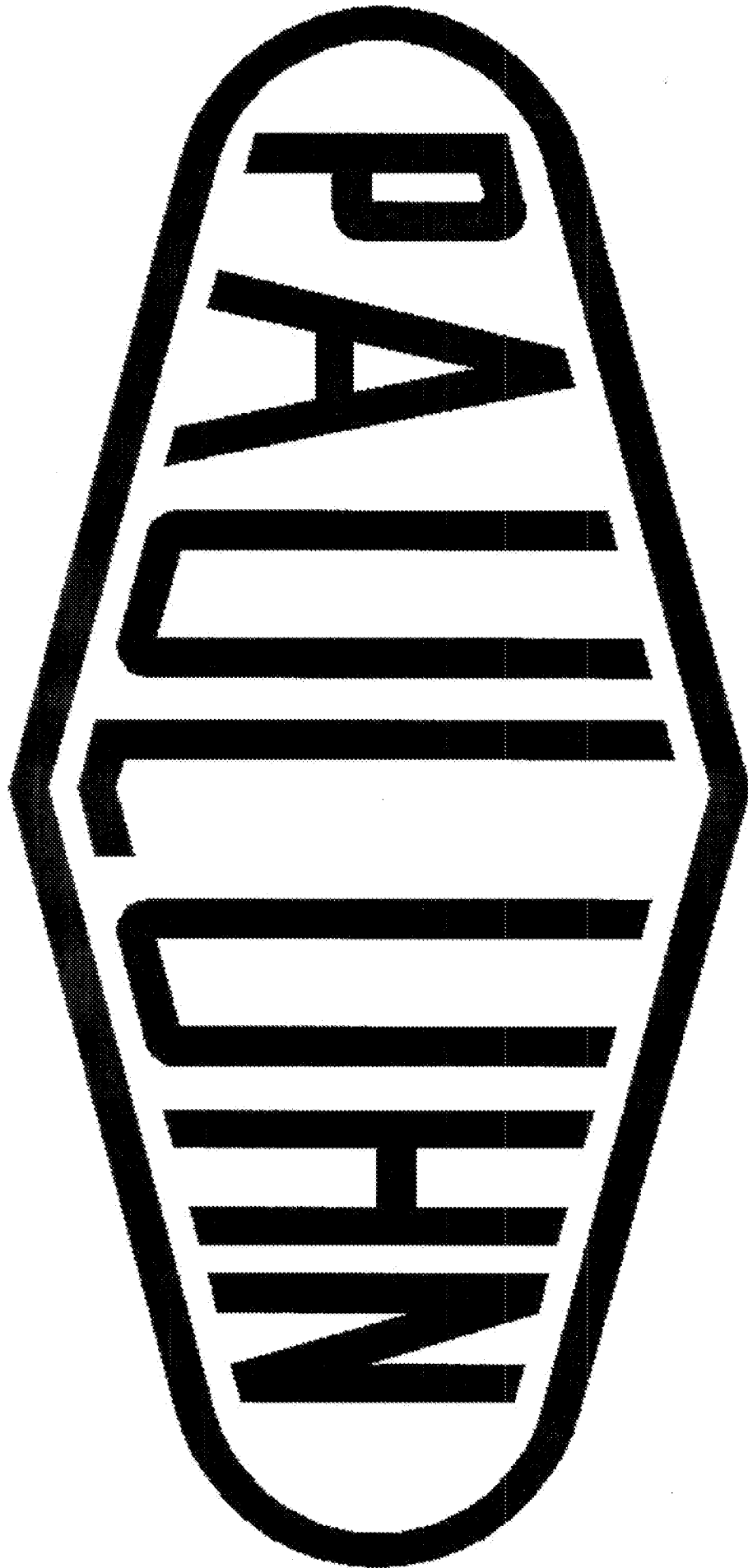
1. "PAULUHN LLP AND PAULUHN, INC. (NRL) TRADEMARKS" (attached).
2. The following domain names: nrl-light.com and pauluhn.com.

PAULUHN LLP and PAULUHN, INC. (NRL) TRADEMARKS

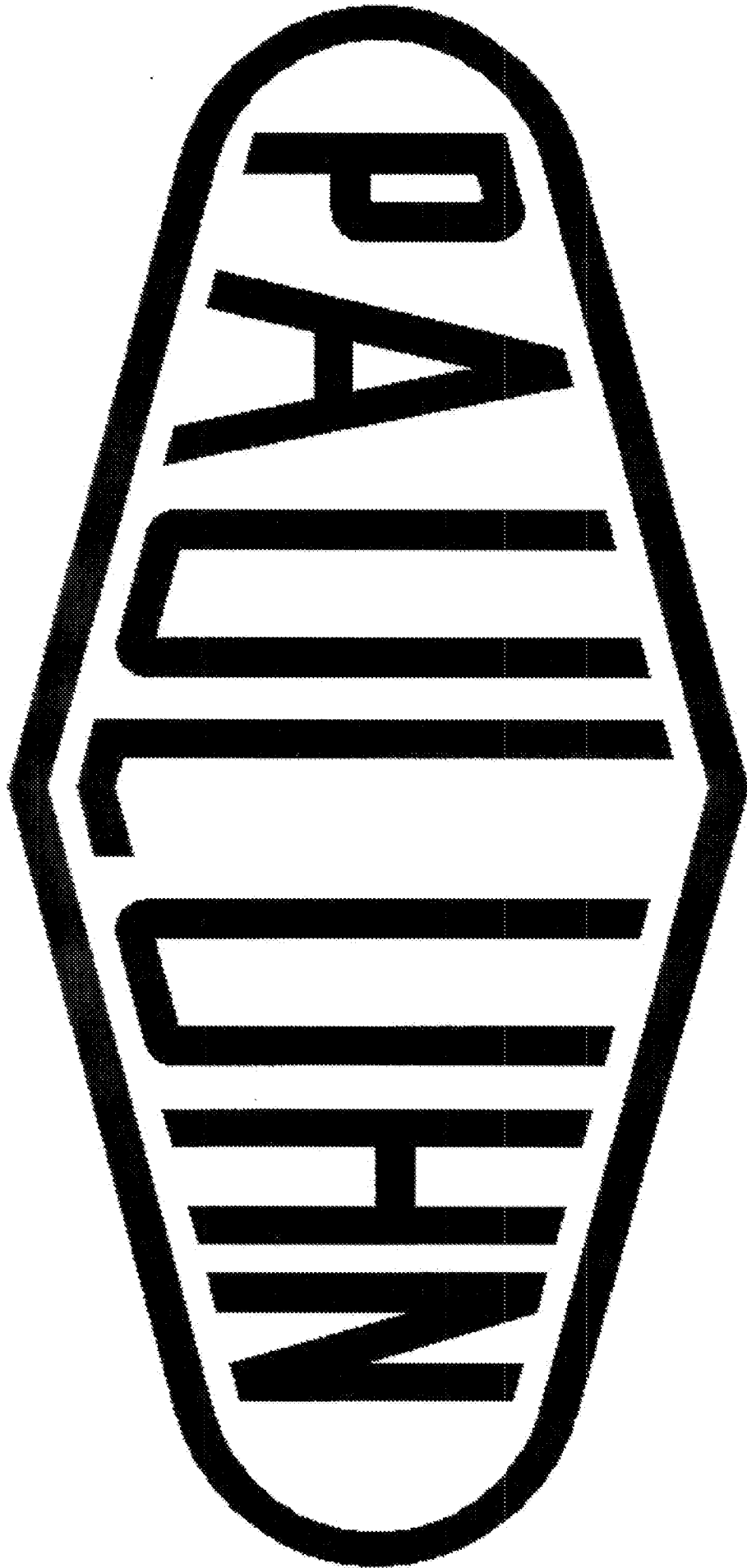
Registered Owner	Country	Trademark	Serial #	Registration #	Status
FSC	Mexico	PAULUHN		589123	Registered
Pauluhn	Mexico	PAULUHN	964498		Pending
Pauluhn	Mexico	PAULUHN		339007	Registered
Pauluhn	Mexico	PAULUHN and design	969263		Pending
Pauluhn	Mexico	PAULUHN and design	464499		Pending
Pauluhn	Mexico	PAULUHN and logo	984499		Pending
Pauluhn	USA	PAULUHN	78449723	3031716	Registered
Pauluhn	USA	SHOC-LOC	77021776	3362475	Registered
NRL Corp. / NRL Ltd.	Canada	NRL	679706	TMA343507	Registered



TRADEMARK
REEL: 004111 FRAME: 0940



TRADEMARK
REEL: 004111 FRAME: 0941



TRADEMARK
REEL: 004111 FRAME: 0942

