

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
Eaton LP		12/14/2007	LIMITED PARTNERSHIP: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Eaton Industries Manufacturing GmbH
Street Address:	7 Route de la Longeraie
City:	Morges
State/Country:	SWITZERLAND
Postal Code:	1110
Entity Type:	LIMITED LIABILITY COMPANY: SWITZERLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2394603	MAX-LOAD
Registration Number:	2312347	CERTA-SEAL
Registration Number:	2211434	ACCUFLUX
Registration Number:	1053896	REACTOGARD
Registration Number:	1052679	TRI-CLUSTER
Registration Number:	3367447	ASK FILTER MAN
Registration Number:	3666156	RONNINGEN-PETTER

CORRESPONDENCE DATA

Fax Number: (216)479-7015
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 216-523-4131
 Email: danielskalka@eaton.com
 Correspondent Name: Daniel S.Kalka
 Address Line 1: 1111 Superior Avenue

CH \$190.00 2394603

900153280

**TRADEMARK
 REEL: 004139 FRAME: 0190**

Address Line 4: Cleveland, OHIO 44114

DOMESTIC REPRESENTATIVE

Name: Daniel S. Kalka
Address Line 1: 1111 Superior Avenue
Address Line 2: Eaton Corporation
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Daniel S. Kalka
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Signature:	/Daniel S. Kalka/
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Date:	01/28/2010
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Total Attachments: 8

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ASSET PURCHASE AGREEMENT

BETWEEN

EATON INDUSTRIES MANUFACTURING GMBH

AND

EATON LP

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* * *

THIS AGREEMENT is made effective as of December 14, 2007 ("Effective Date") by and between:

Eaton Industries Manufacturing GmbH, an limited liability company organized under the laws of Switzerland, with registered offices at 7 Route de la Longeraie, 1110 Morges, Switzerland, (hereinafter called the "Buyer");

and

Eaton LP, a limited partnership organized under the laws of Scotland, with registered offices at Tay House, 300 Bath Street, Glasgow G2 4NA, United Kingdom (hereinafter called the "Seller"),

(collectively referred to as the "Parties").

* * *

WHEREAS:

- (A) The Seller acquired assets pursuant to a Bill of Sale and Instrument of Assignment and Assumption ("Bill of Sale") from Dover Resources, Inc. as assigned by Eaton Corporation in connection with the acquisition of the assets described in Exhibit A to this Instrument and the Bill of Sales effective September 1, 2006.
- (B) The Buyer desires to purchase assets described in Exhibit A (the "Assets") from Seller for the consideration specified herein under all of the terms and conditions hereof.
- (C) The Seller desires to sell the Assets to the Buyer for the consideration specified herein under all of the terms and conditions hereof.

* * *

NOW, THEREFORE, the Buyer and the Seller agree as follows:

1. PURCHASE AND SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

1.1 Upon the terms and subject to the conditions of this Agreement, Seller shall hereby sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from the Seller all of the right, title and interest of the Seller in and to the assets set forth in Exhibit A (the “Assets”).

1.2 The Parties agree that Buyer hereby assumes and agrees to pay, perform, satisfy and otherwise discharge in accordance with the terms thereof each of the Liabilities listed in Exhibit C to this Instrument (the “**Assumed Liabilities**”).

2. REMUNERATION

2.1 In consideration for the Assets, Buyer shall pay to the Seller Euro twenty million two hundred sixty thousand two hundred twenty-nine and seventy-two cents (Euro 20,260,229.72) in cash (the “Purchase Price”).

2.2 The Parties agree to allocate the Purchase Price (and all other capitalizable costs) among the Assets in accordance with Exhibit B.

3. ASSIGNMENT

This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by the successors and assigns of the Parties.

4. NOTICES

Any notices or other communication required to be given hereunder shall be in writing and shall be delivered by mail, facsimile, or e-mail transmission to the address of the other Party first before written or such other address as one Party shall notify in accordance with this clause.

5. NON-WAIVER

The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect the right to require such performance at any time thereafter, nor shall the waiver by either Party

of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision nor constitute a waiver of the provision itself.

6. GOVERNING LAW AND JURISDICTION

6.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland.

6.2 For all disputes that may arise out of the conclusion, interpretation or execution of this Agreement, the exclusive place of jurisdiction shall be Switzerland.

7. OTHER

7.1 This Agreement may be executed by the Parties in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7.2 This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

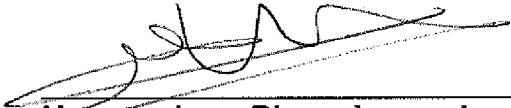
7.3 This Agreement and its Exhibits embody the entire understanding of the Parties with respect to the subject matter hereof and merges all prior discussions between them, and no Party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided herein.

* * *

(Signature page follows.)

For and on behalf of:

Eaton Industries Manufacturing GmbH



Name: Jean-Pierre Lacombe
Title: Manager
Place: Morges, Switzerland
Date: December 20, 2007




Name: James Dewar Pryde
Title: Manager
Place: Morges, Switzerland
Date: December 20, 2007

For and on behalf of:

Eaton LP



Name: Jean-Pierre Lacombe
Title: Manager of
Eaton Industries Manufacturing GmbH,
First General Partner of Eaton LP
Place: Morges, Switzerland
Date: December 20, 2007



Name: James Dewar Pryde
Title: Manager of
Eaton Industries Manufacturing GmbH,
First General Partner of Eaton LP
Place: Morges, Switzerland
Date: December 20, 2007

Exhibit A

Used in the Instrument to which this Exhibit is attached, "**Assets**" means all of the following properties and rights of the Seller:

(a) all Acquired Intellectual Property Rights conveyed under the asset purchase agreement dated August 8, 2006 by and between Dover Resources, Inc. and Eaton Corporation and Bill of Sale as defined in Instrument;

(b) all rights (including indemnification) and chooses in action against third parties which affect the use of, or title to, any of the Assets referred to in clause (a) above, arising before or after the Closing; and

(c) all goodwill associated with the Acquired Intellectual Property Rights referred to in clause (a) above.

* * *

Exhibit C

As used in the Instrument to which this Exhibit is attached, "**Assumed Liabilities**" means, to the extent related to the Assets, the following liabilities of Seller:

- (a) the Accounts Payable; and
- (b) the obligations under the asset purchase agreement dated August 8, 2006 by and between Dover Resources, Inc. and Eaton Corporation and Bill of Sale as defined in Instrument.