

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
South Bend Controls, Inc.		08/22/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	South Bend Controls Holdings LLC		
<b>Street Address:</b>	1237 NORTH SIDE BOULEVARD		
<b>City:</b>	South Bend		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46615		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1340402	SERVOID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)236-3241		
<b>Phone:</b>	3122363003		
<b>Email:</b>	trademarks@gouldratner.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Brian Miller c/o Gould & Ratner LLP		
<b>Address Line 1:</b>	222 N. LaSalle St.		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	109250.003		
<b>NAME OF SUBMITTER:</b>	Brian C. Miller		
<b>Signature:</b>	/ Brian C. Miller /		

CH \$40.00 1340402

Date:

10/06/2011

Total Attachments: 3

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is executed and delivered as of August \_\_, 2008 to Koontz-Wagner Holdings LLC, a Delaware limited liability company ("Assignee"), by Koontz-Wagner Electric Company, Inc., an Indiana corporation ("Seller"), and/or any of its Subsidiaries (as defined herein) ("Assignor").

### RECITALS

Seller, both directly and through its wholly-owned Subsidiaries, (South Bend Controls, Inc., an Indiana corporation ("SBC"), Tennessee Armature & Electric Co., Inc., a Tennessee corporation ("Armature"), and Tennessee Associated Electric, Inc., a Tennessee corporation ("TAE"; SBC, Armature and TAE collectively referred to as "Subsidiaries")), is engaged in the business of (a) manufacturing packaged control rooms and electrical panels for use throughout the world; (b) designing and manufacturing fluid control solenoid valves for the U.S. domestic and international aerospace and medical device industries; (c) selling, repairing, servicing and testing electric motors and other mechanical and electrical equipment in portions of Indiana, Michigan, Illinois, Tennessee and Ohio; and (d) providing electrical contracting and maintenance services in portions of Tennessee, Indiana, Ohio and Michigan (the "Business"); and

This Assignment is executed and delivered pursuant to that certain Asset Purchase Agreement dated July 21, 2008 (the "Agreement"), by and among Seller and Assignee. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby does sell, transfer, convey, set over and assign unto Assignee, effective as of the date hereof, all of Assignor's right, title and interest in and to the corporate and business names, trade names, trademarks and service marks, including all rights to the marks, "Koontz-Wagner", "Koontz-Wagner Equipment Sales", "Koontz-Wagner Electric", "South Bend Controls", "Custom Controls", "Tennessee Associated Electric", "Tennessee Armature" "Koontz-Wagner Services" and "Koontz-Wagner Powerhouse" (together with all associated goodwill and derivations), patents and patents pending, copyrights, proprietary knowledge, trade secrets and knowledge, know-how, methods of operations, customer and supplier lists (including past, current and prospective), trademark registrations and service marks, and any other trade names or trademarks of the Business and the domain names "www.koontzwagner.com," "www.koontz-wagner.com", "www.Ta-electric.com", "www.Sbcontrols.com", "www.Kweqs.com", "www.Kwe1.com" and all related email addresses and other rights associated therewith.

2. Further Assurances. Assignor hereby agrees that it will cooperate with Assignee in the execution, verification, acknowledgement, and delivery of all such further papers and instruments of assignment and transfer, and will perform such other acts as Assignee reasonably may require, to obtain and maintain said rights, including the taking of all actions required by the

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intellectual Property to be duly executed and delivered as of the date first set forth above.

**ASSIGNOR:**

**KOONTZ-WAGNER ELECTRIC  
COMPANY, INC.**

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**KOONTZ-WAGNER HOLDINGS LLC**

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

Name: Joseph R. Katcha

Title: Manager

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*[Signature Page to Assignment of Intellectual Property]*

**TRADEMARK  
REEL: 004636 FRAME: 0969**

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intellectual Property to be duly executed and delivered as of the date first set forth above.

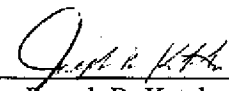
**ASSIGNOR:**

**KOONTZ-WAGNER ELECTRIC  
COMPANY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**KOONTZ-WAGNER HOLDINGS LLC**

By:  \_\_\_\_\_  
Name: Joseph R. Katcha  
Title: Chairman

*[Signature Page to Assignment of Intellectual Property]*

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