

**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>
NIBCO INC.		10/14/2011	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COOPER B-LINE, INC.		
<b>Street Address:</b>	509 West Monroe Street		
<b>City:</b>	HIGHLAND		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	62249		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3205188	T	
Registration Number:	3254911	TOLCO	
Registration Number:	3736591	TOLBRACE	
Registration Number:	3210353	TOLSTRUT	
Registration Number:	3432734	WING-IT	
Registration Number:	3432676	WING-IT	
Registration Number:	3160659	COPPER-TEC	
Registration Number:	1396441	FAST CLAMP	
Registration Number:	3131641	T	
Registration Number:	3091948	TOLSTRUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)209-8980		
<b>Phone:</b>	7132098566		
<b>Email:</b>	JANET.REED@COOPERINDUSTRIES.COM		

**CH \$265.00 3205188**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: COOPER INDUSTRIES  
Address Line 1: 600 TRAVIS, SUITE 5600  
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	TOLCO ASSIGNS
NAME OF SUBMITTER:	BARBARA A. WIDRA
Signature:	/BARBARA A. WIDRA/
Date:	10/21/2011

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

WHEREAS, NIBCO INC., an Indiana corporation, (hereinafter "Assignor"), is the sole and exclusive owner of all rights, title and interest in, to and under the U.S. Trademarks and Foreign Trademarks and U.S. and Foreign Trademark Applications set forth in Annex 1 to this Trademark Assignment (the "Trademarks"); and

WHEREAS, COOPER B-LINE, INC., a Delaware corporation, (hereinafter "Assignee"), desires to acquire any and all rights, title and interest in, including any choses in action relating to said Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof set forth in Annex 1 hereto, to and under the U.S. Trademarks and Foreign Trademarks and U.S. and Foreign Trademark Applications set forth in Annex 1 to this Trademark Assignment;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, NIBCO INC., said Assignor, hereby assign to COOPER B-LINE, INC., said Assignee, all rights, title and interest in, to and under the Trademarks listed in Annex 1 to the Trademark Assignment, including all rights domestic and foreign rights associated with said trademarks and any choses in action relating to said Trademarks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademarks rights accruing on or before the date of this Assignment, together with the goodwill of the business symbolized by the Trademarks, and including the registration thereof as set forth in Annex 1 hereto, and Assignor further hereby covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining

for Assignee the Trademarks hereby assigned, all without further compensation to Assignor except to the extent third party costs and expenses are incurred, in which case, such third party costs and expenses shall be at Buyer's sole cost and expense.

THIS PRESENT ASSIGNMENT includes all rights and interests associated with the trademarks, including Assignor's common law rights, foreign rights, the right to sue for past trademark infringement and the right to claim prior use of the Trademarks by Assignor as a basis for federal, state and/or foreign trademark registration(s). In addition, any continued use by Assignor of the Trademarks shall inure to the benefit of the Assignee.

ASSIGNEE hereby accepts the sale, assignment, transfer and conveyance of the Trademarks and the associated goodwill.

ASSIGNOR retains no ownership rights in the Trademarks transferred to Assignee by this Assignment.

IN WITNESS WHEREOF, the Assignor has caused the Trademark Assignment to be executed by its duly authorized officer this 14th day of October, 2011.

NIBCO INC.

Date: October 14, 2011

By: *Steven E. Malm*  
Printed Name: Steven E. Malm  
Title: President and Chief  
Operating Officer

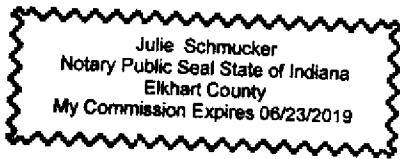
STATE OF INDIANA )

COUNTY OF ELKHART )

On this the 14<sup>th</sup> day of October, 2011, before me personally appeared **Steven E. Malm** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

[SEAL]

*Julie Schmucker*  
NOTARY PUBLIC



ANNEX 1

U.S. Trademark Registrations:

U.S. Trademark Registration Nos.

Trademark

3205188



3254911

**TOLCO**

3736591

TOLBRACE

3210353

TOLSTRUT

3432734

**Wing-It**

3432676

WING-IT

3160659

COPPER-TEC

1396441

FAST CLAMP

3131641



3091948

TOLSTRUT

China Trademark Application:

China Trademark Application Nos.

Trademark

6870734

TOLCO