

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
Delaware Capital Formation, Inc.		05/17/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VT Holdings II, Inc.		
Street Address:	P.O. Box 3241		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53201-3241		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3071476	MORGRIP	
CORRESPONDENCE DATA			
Fax Number:	4149788789		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	414.277.5789		
Email:	tm-dept@quarles.com		
Correspondent Name:	Cheryl M. Smukowski		
Address Line 1:	411 East Wisconsin Avenue		
Address Line 2:	Quarles & Brady LLP		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	125522.00003		
NAME OF SUBMITTER:	Cheryl M. Smukowski		
Signature:	/cms/		

CH \$40.00 3071476

Date:

04/24/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement ("Agreement") is entered into as of this May 17, 2005 by and between Delaware Capital Formation, Inc., a Delaware corporation ("DCF"), and VT Holdings II, Inc., a Nevada corporation ("VTH II").

RECITALS

A. Actuant Corporation, a Wisconsin corporation ("Actuant"), is on the date hereof acquiring all of the Shares, the Purchased Assets and the Intellectual Property used in the Business pursuant to that certain Stock and Asset Purchase Agreement, dated April 13, 2005 ("SPA"), between Actuant and Dover Diversified, Inc., a Delaware corporation ("DDI"). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the SPA.

B. The Companies use, or license/sublicense the right to use, certain trademarks owned by DCF.

C. It is a condition to closing under the SPA, that DCF assign to VTH II, as Actuant's designee, those trademarks that it owns and that historically have been used or licensed/sublicensed by the Companies, and DCF is willing to so assign such assets on the terms provided for herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Purchase Price.** The parties acknowledge and agree that the purchase price for the IP Rights is set forth on Schedule 2.7 of the SPA and will be payable in accordance with Section 2.5 of the SPA.

2. **Assignment.** DCF hereby sells, assigns, conveys, and transfers to VTH II, its successors, assigns and legal representatives, DCF's full and entire rights, title and interests in and to the trademarks identified on the attached Exhibit A, including all registrations or applications for registration thereof, all of the goodwill associated with such trademarks, registrations and applications, and all causes of action for, and claims for damages by reason of, the infringement or dilution of any of such trademarks, registrations or applications, whether such actions and claims arose prior to or after the execution of this Agreement (collectively, "IP Rights"). VTH II hereby accepts such sale, assignment, conveyance and transfer of the IP Rights.

3. **Further Assurances.** DCF shall prepare and execute such other or additional instruments of transfer or conveyance in respect of the IP Rights as are reasonably requested by VTH II, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office, or equivalent filings in foreign jurisdictions. The costs of the preparation and filing of such documents shall be paid in accordance with Section 5.4 of the SPA. DCF also agrees to provide any information in connection with the IP Rights that is in its

possession or under its control that may be required to carry out the terms and intent of this Agreement.

4. Disclaimer. DCF makes no representation or warranties with respect to the IP Rights, except as and to the extent set forth in the SPA.

5. Termination of License Agreement. By virtue of the transfer of the IP Rights, the agreements by which the Companies have licensed and/or sublicensed the rights to the IP Rights, are hereby terminated effectively immediately, and the agreements (or provisions of any agreement) by which any other Person have licensed and/or sublicensed the rights to the IP Rights are hereby terminated effective immediately.

6. Miscellaneous. This Agreement shall be governed by the internal laws of the state of Wisconsin. This Agreement may only be amended in writing signed by the parties. This Agreement is subject and subordinate to all of the terms and provisions of the SPA, and, in the event of any conflict between any terms or provisions hereof and any terms or provisions of the SPA, the SPA shall control. This Agreement may not be assigned to any party without the prior written consent of the other party. Any term of this Agreement that is found to be invalid or unenforceable shall not affect the validity and enforceability of the remaining terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.

DELAWARE CAPITAL FORMATION, INC.

By: _____

By: Amy Ward

Print Name: _____

Print Name: AMY WARD

Title: _____

Title: PRESIDENT

VT HOLDINGS II, INC.

By: _____

Print Name: _____

Title: _____

possession or under its control that may be required to carry out the terms and intent of this Agreement.

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DELAWARE CAPITAL FORMATION, INC.

DELAWARE CAPITAL FORMATION, INC.

By: _____

By: JW Schmidt

Print Name: _____

Print Name: Joseph W. Schmidt

Title: _____

Title: Vice President

VT HOLDINGS II, INC.

By: _____

Print Name: _____

Title: _____

possession or under its control that may be required to carry out the terms and intent of this Agreement.

4. Disclaimer. DCF makes no representation or warranties with respect to the IP Rights, except as and to the extent set forth in the SPA.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC. DELAWARE CAPITAL FORMATION, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

VT HOLDINGS II, INC.

By: AA _____

Print Name: PATRICK A. DEW _____

Title: PRESIDENT _____

EXHIBIT A

Trademarks

See Attached

EXHIBIT A

Venezuela			1292403	12-Sep-03	Hydratight Sweeney
Venezuela			00833/03	02-May-03	Hydratight Sweeney
United States	2378509	15-Aug-02	75/480933	02-Apr-98	SWEENEY
United States	3071476	21-Mar-06	76-558513	17-Oct-03	MORGRIP Block Letters
United States	2615936	03-Sep-02	76-198743	22-Jan-01	HYDRATIGHT SWEENEY
United States	2472225	24-Jul-01	75-762508	28-Jul-99	HYDRATIGHT SWEENEY
United States	2305510	04-Jan-00	75-477946	01-May-98	SLECT-A-TORQ
United Kingdom	2344974	26-Mar-04	2344974	03-Oct-03	MORGRIP
Taiwan	1090689		092005388	21-Jan-03	Hydratight Sweeney
Taiwan	193173		092005389	21-Jan-03	Hydratight Sweeney
Singapore	T03/00467B		T03/00467B	17-Jan-03	Hydratight Sweeney
Singapore	T03/00466D	17-Jan-03	T03/00466D	17-Jan-03	Hydratight Sweeney
Norway	223743	11-Jul-04	200309236	06-Oct-03	MORGRIP
New Zealand	671964	21-Jan-03			Hydratight Sweeney
New Zealand	671963	21-Jan-03			Hydratight Sweeney
Mexico			614069	11-Aug-03	Hydratight Sweeney
Mexico	846064		614068	11-Aug-03	Hydratight Sweeney
Kuwait			63258	24-Feb-04	Hydratight Sweeney
Kuwait			63259	24-Feb-04	Hydratight Sweeney
Indonesia			2003 0331303352	13-Feb-03	Hydratight Sweeney
Indonesia	560433		2003 0331203351	13-Feb-03	Hydratight Sweeney
India			1241824	08-Oct-03	Morgrip
India			01168858	24-Jan-03	Hydratight Sweeney
European	3378619	08-Nov-04	3378619	01-Oct-03	MORGRIP
Brazil			8252466180	21-Feb-03	Hydratight Sweeney
Brazil			825246199	12-Feb-03	Hydratight Sweeney
Australia	940471		940471	16-Jan-03	Hydratight Sweeney
Australia	972959		972959	02-Oct-03	Morgrip