

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sensors and Switches, Inc.		12/01/1993	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	TPI		
Street Address:	114 Roscoe Fitz Road		
City:	Gray		
State/Country:	TENNESSEE		
Postal Code:	37615		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0587202	STEMCO	
CORRESPONDENCE DATA			
Fax Number:	4237563447		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	atlip@bakerdonelson.com		
Correspondent Name:	Micheline Kelly Johnson		
Address Line 1:	633 Chestnut Street		
Address Line 2:	1800 Republic Centre		
Address Line 4:	Chattanooga, TENNESSEE 37450		
ATTORNEY DOCKET NUMBER:	2830831		
NAME OF SUBMITTER:	Lisa L. Stoffregen		
Signature:	/lisa l stoffrege/		
Date:	06/29/2012		

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Total Attachments: 14

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of this 1st day of December, 1993, by and between Sensors and Switches, Inc., an Ohio corporation ("Seller"), to and for the benefit of TPI Corporation, a Tennessee corporation ("Buyer").

R E C I T A L S:

A. Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of October 29, 1993 (the "Purchase Agreement"); and

B. Pursuant to the Purchase Agreement, the parties are executing and delivering to each other this Bill of Sale, Assignment and Assumption Agreement.

NOW THEREFORE, in consideration of the recitals and of the consummation of the transactions contemplated by the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sale. Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of the Assets (as such term is defined in Section 1.1 of the Purchase Agreement).

2. Assumption. Buyer hereby assumes and agrees to timely pay, perform and discharge the Assumed Liabilities (as such term is defined in Section 3.1 of the Purchase Agreement).

3. Representation and Warranty. Seller represents and warrants that the Assets are owned by it free and clear of any and all security interests, liens, encumbrances, charges and claims.

4. The Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede any of the obligations, agreements, covenants, representations or warranties of Seller or Buyer contained in the Purchase Agreement.

5. Third Parties. Nothing contained herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Bill of Sale, Assignment and Assumption Agreement.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption Agreement as of the date first above written.

SENSORS AND SWITCHES, INC.

By: Clyde R. John
Title: V.P. - Trans

TPI CORPORATION

By: J.R. Hampson
Title: VP / Fin

ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT dated as of _____, 1993 between SENSORS AND SWITCHES, INC., a corporation organized under the laws of the State of Ohio (hereinafter referred to as "SELLER"), and TPI CORPORATION, a corporation organized under the laws of the State of Tennessee (hereinafter referred to as "PURCHASER"). SELLER and PURCHASER have entered into an Asset Purchase Agreement, dated October 29, 1993 (hereinafter referred to as the "Purchase Agreement"), providing for the sale by SELLER to PURCHASER, and the purchase by PURCHASER from SELLER, of the assets described in the Purchase Agreement. The execution and delivery of this Agreement by PURCHASER is a condition to SELLER's obligation to sell the Assets (as defined in the Purchase Agreement) pursuant to the Purchase Agreement. The sale by SELLER to PURCHASER, and the purchase by PURCHASER from SELLER, of the Assets are taking place simultaneously with the execution and delivery of this Agreement.

NOW THEREFORE, in consideration of the sale by SELLER to PURCHASER of the Assets pursuant to the terms of the Purchase Agreement, PURCHASER hereby agrees as follows:

1. Any term used herein which is not defined herein, but is defined in the Purchase Agreement, shall have the meaning defined in the Purchase Agreement.

2. PURCHASER hereby assumes and agrees to pay, perform and discharge, and to indemnify SELLER against and hold it harmless from, the following obligations and liabilities of SELLER:

(i) SELLER's obligations under agreements or commitments to purchase materials, supplies or services which were made or entered into in the ordinary course of the Business and are outstanding as of the Closing Date;

(ii) SELLER's obligations in respect of customer orders which were received in the ordinary course of the Business and are outstanding as of the Closing Date;

(iii) All liabilities and obligations arising on or after the Closing Date under all contracts, agreements and commitments relating to the Business to which SELLER is a party and which are described on Exhibit 3.1(iii) to the Purchase Agreement;

(iv) All accounts payable and other non-payroll current liabilities of SELLER as of the Closing Date which arose out of SELLER's operation of the Business;

(v) All liabilities and obligations for warranty claims asserted on or after the Closing Date with respect to Products produced by SELLER and shipped prior to the Closing

Date; provided, however, that the aggregate amount of liability assumed by PURCHASER for the claims referred to in this paragraph (v) shall not exceed normal and reasonable amounts consistent with SELLER's past experience;

(vi) All liabilities and obligations arising from warranty, products liability or other claims with respect to any Products shipped by PURCHASER on or after the Closing Date;

(vii) All liabilities and obligations of SELLER arising under that certain Collective Bargaining Agreement (the "Collective Bargaining Agreement") dated October 26, 1991, between SELLER and The International Union of Electronics, Salaried, Machine and Furniture Workers, AFL-CIO (the "Union"); and

(viii) SELLER's liabilities and obligations in respect of the Sensors and Switches Hourly Pension Plan.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

4. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SENSORS AND SWITCHES, INC.

Attest:

Title:

By _____

Title:

TPI CORPORATION

Attest:

Title:

By _____

Title:

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT made as of October 29, 1993 by and between SENSORS AND SWITCHES, INC., an Ohio corporation ("Seller"), and TPI CORPORATION, a Tennessee corporation ("Buyer").

Seller has been, among other things, engaged in the business of producing, selling and distributing capillary thermostats and disc thermostats at a plant owned by its affiliate, Lexington Properties, Inc. ("Lexington"), in Lexington, Ohio (the "Plant"). The operations currently conducted by Seller in Lexington, Ohio, other than those operations relating to the Excluded Product Line (as defined in Section 1.2), are hereinafter referred to as the "Business." The capillary thermostats and the disc thermostats produced by Seller in the Business are hereinafter referred to as the "Products."

Seller wishes to sell, and Buyer wishes to purchase, substantially all of the assets of Seller used in the Business (other than the Plant), all upon the terms and subject to the conditions set forth below. In addition, Buyer desires to lease the Plant from Lexington.

Accordingly, Seller and Buyer hereby agree as follows:

SECTION 1. PURCHASE AND SALE OF ASSETS

1.1 Assets to be Transferred. Upon the terms and subject to the conditions of this Agreement, and except as otherwise provided in Section 1.2, at the Closing (as defined in Section 4), Seller shall sell, assign, transfer and convey (collectively, "transfer") to Buyer, and Buyer shall purchase and accept from Seller, all right, title and interest of Seller in and to the following assets, as the same shall exist on the Closing Date (as defined in Section 4):

(i) except for items constituting a part of the Improvements (as defined in Section 1.2(i)), all furnishings, machinery, equipment, furniture, vehicles, tools, shop supplies, tooling patterns, dies, molds, office supplies and other tangible property owned by Seller in connection with the Business (collectively, "Fixed Assets"), including, without limitation, the items listed and described on Exhibit 1.1(i) hereto;

(ii) all raw material, packaging material, parts, work-in-process and finished products inventories owned by Seller in connection with the Business other than "Excluded Inventory" as defined in Section 1.2(xiv) (collectively, "Inventory Assets");

(iii) all of Seller's books, records and computer systems documentation (including, without limitation, all customer, distributor, dealer and supplier lists) relating to the Business (other than books kept for financial report-

ing and tax purposes), together with all of Seller's prints, sketches, drawings, routing sheets, written specifications, work standards, and manufacturing and process information relating to the Business;

(iv) all trademarks, patents, trade secrets and proprietary know-how, licenses, and other intellectual and intangible property of Seller relating to the Business, including, without limitation, the names "Sensors and Switches" and "Stemco" and the trademarks, service marks and patents listed on Exhibit 1.1(iv) hereto (collectively, "Intangible Assets");

(v) all of Seller's rights arising after the Closing under those commitments, customer orders, leases, contracts and other agreements being assumed by Buyer pursuant to paragraphs (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii) of Section 3.1 (collectively, "Contracts");

(vi) all items of prepaid expense relating to the Business as of the Closing Date to the extent such prepaid expenses are transferable and represent future expenses Buyer would otherwise incur ("Prepaid Expenses");

(vii) all of Seller's governmental and regulatory permits, licenses, certifications and authorizations relating to the Business other than permits, licenses, certifications and authorizations that are necessary to the ownership of the Fee Property (as defined in Section 1.2); and

(viii) except as provided in Section 1.2, all other assets and rights, permits, approvals and licenses of every kind and nature, tangible or intangible, of Seller used in the conduct of the Business on the Closing Date.

All rights, properties and other assets referred to in paragraphs (i) through (viii) above are herein collectively referred to as the "Assets."

1.2 Excluded Assets. The parties to this Agreement expressly understand and agree that Seller is not transferring to Buyer the following assets (collectively, "Excluded Assets"):

(i) that certain parcel of land on which the Plant is located, together with the buildings and improvements and fixtures erected thereon or affixed thereto (collectively, "Improvements") (said Land and Improvements being sometimes herein collectively referred to as the "Fee Property");

(ii) all cash, securities (including marketable securities) and bank accounts;

(iii) all accounts receivable of Seller as of the Closing Date arising from the operation of the Business (the "Accounts Receivable");

(iv) all items of prepaid expense not being acquired by Buyer pursuant to Section 1.1(vi);

(v) all of Seller's rights and interest in insurance policies and all credits or refunds in respect of

prepayments under Seller's insurance policies and any return of premium resulting from cancellation of any such policies;

(vi) any and all claims for refunds, carrybacks or carryforwards in connection with any foreign, federal, state or local income tax (or similar taxes based upon the income of Seller);

(vii) any right, title, interest, liability or obligation of Seller under any Employee Plan (as defined in Section 5.12) adopted by Seller in favor of the employees of Seller, or under any trust agreement related to any Employee Plan except that Buyer shall acquire Seller's entire right and interest under the Hourly Pension Plan of Seller (the "Hourly Plan") as provided in Section 9.11;

(viii) Seller's franchise to be a corporation and its articles of incorporation, corporate seal (if any), original minute books, original stock books and other corporate records directly pertaining to Seller's corporate existence and its tax returns;

(ix) any rights of Seller associated with any of the Unassumed Liabilities (as defined in Section 3.2);

(x) any assets of Seller utilized exclusively in connection with the switches product line (the "Excluded Product Line");

(xi) the rights that accrue or will accrue to Seller under this Agreement;

(xii) all claims and causes of action of Seller arising from or relating to the conduct of the Business

prior to the Closing and all rights, claims and causes of action under all agreements, contracts and commitments that are not assumed by Buyer under Section 3.1;

(xiii) all permits, licenses, certifications and authorizations that are required in connection with the ownership of the Fee Property;

(xiv) any items of inventory of Seller that are damaged, obsolete or defective or any category of inventory to the extent it exceeds a one-year supply (the "Slow Moving Inventory"). For purposes of this Section 1.2(xiv), Slow Moving Inventory shall be determined based upon the actual unit sales of such category of inventory by Seller during the one (1) year period preceding the Closing unless a product has been introduced by Seller within the twelve (12) months preceding the Closing in which case the computation shall be adjusted to reflect the actual number of months in which the products have been offered for sale by Seller (e.g., for a product first offered for sale six (6) months prior to Closing, Slow Moving Inventory would mean such product units on hand at Closing in excess of actual unit sales multiplied by 2). All Slow Moving Inventory and inventory that is damaged, obsolete or defective is collectively referred to in this Agreement as "Excluded Inventory";

(xv) all rights and interest of Seller under that certain Asset Sale Agreement dated June 2, 1988, by and between Seller and Hamilton Standard Controls, Inc. and all other agreements or instruments delivered pursuant to said Asset Sale Agreement or relating thereto and all claims and rights of action of Seller under any of such agreements or instruments; and

(xvi) all of Seller's rights arising under any agreement or permit that relates to, or is required in connection with, the ownership of the Land and the Plant.

1.3 Instruments of Conveyance. In order to effectuate the transfer of the Assets contemplated by this Section 1, at the Closing, Seller shall execute and deliver, dated the Closing Date, all such bills of sale and other documents or instruments of assignment, transfer or conveyance as shall be reasonably necessary or appropriate to vest in or confirm to Buyer all right, title and interest of Seller in and to all of the other Assets.

1.4 Assignment of Contracts. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any contract, agreement or commitment referred to in Section 3.1, or any claim, right or benefit arising thereunder or resulting therefrom, if an attempted assignment thereof, without the consent of a third party thereto, would constitute a material breach thereof or would be ineffective. If any such consent has not been obtained

IN WITNESS WHEREOF, the parties have caused this Agree-
ment to be executed by their respective officers hereunto duly
authorized as of the day and year first above written.

SENSORS AND SWITCHES, INC.

By Clyde R. Fobes *Clyde R. Fobes*
Title: Vice President/Treasurer

TPI CORPORATION

By _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers hereunto duly authorized as of the day and year first above written.

SENSORS AND SWITCHES, INC.

By _____
Title:

TPI CORPORATION

By R. L. Hecy, President
Title:

Intangible Assets

Sensors & Switches, Inc.

Trademarks:

- 1) STEMCO Mark - Registered in the United States, Australia, Canada, France, Great Britain, Germany and Ireland. There is also an Ohio state registration. Expires March 22, 1994. The trademark can be renewed for another ten year term.

Patents:

- 1) U.S. Patent No. 4,177,443 is for a thermal relay and range control. There is a corresponding patent in Canada.
- 2) U.S. Patent No. 4,653,708 is for a twist-in mounting for a thermostat. There is a corresponding patent in Canada.
- 3) U.S. Patent No. 5,173,679 is for a thermostatically controlled switch.

Patent Applications:

- 1) U.S. Patent Application Serial No. 977,576 sets forth several improvements in the thermostatically controlled switch.