

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
Springfield Wire, Inc.		12/28/2012	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Backer EHP Inc.		
Street Address:	14700 John Bragg Hwy		
City:	Murfreesboro		
State/Country:	TENNESSEE		
Postal Code:	37127		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3479450	SW SPRINGFIELD WIRE, INCORPORATED	
CORRESPONDENCE DATA			
Fax Number:	3129800765		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-269-8000		
Email:	mhoffman@ngelaw.com		
Correspondent Name:	Kristi J. Spicer		
Address Line 1:	Neal Gerber & Eisenberg LLP		
Address Line 2:	Two North LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Kristi J. Spicer		
Signature:	/Kristi J. Spicer/		
Date:	03/12/2013		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective December ~~28~~, 2012 between SPRINGFIELD WIRE, INC., a Massachusetts corporation (the "Assignor"), and BACKER EHP INC., a Delaware corporation ("Assignee").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of December ~~28~~, 2012 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets, as defined in the Purchase Agreement;

WHEREAS, pursuant to Section 2.1 of the Purchase Agreement, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the trademarks identified in Schedule 1 attached hereto, including all applications and registrations therefor, all common law rights therein in any jurisdiction and all goodwill associated therewith and symbolized thereby (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and for the mutual representations, promises, terms, and conditions contained herein, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys unto Assignee and its successors and assigns any and all right, title, and interest it possesses in, to and under the Marks, including, without limitation: (i) all common law rights therein in any jurisdiction; (ii) all goodwill associated therewith and symbolized thereby; (iii) the right to further assign and/or to license any and all right, title and interest in and to the Trademarks; and (iv) the right to sue and collect damages for past infringement of the Marks by any third party.

2. Assignor hereby authorizes the appropriate registrant or governmental authority to record Assignee as the owner of the Marks and to issue all registrations for the Marks to Assignee, for the sole use of Assignee, its successors and assigns.

3. Assignor further agrees that, should additional or further documentation of the assignment be required for whatever reason, Assignor will, without further consideration but at Assignee's expense, provide or execute such other information or documents as may be necessary upon Assignee's reasonable request.

4. Assignor represents and warrants that it is the exclusive owner of all right, title and interest in and to the Marks, has no knowledge as to any liens, encumbrances, claims and assignments with respect to the Marks, and has the authority to assign all right, title, and interest in, to, and under the Marks to Assignee.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed or caused their authorized representatives to execute this Agreement effective as of the date first written above (the "Effective Date").

ASSIGNOR:

SPRINGFIELD WIRE, INC.

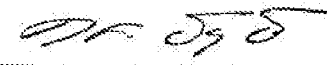
By: 

Name: William T. Bradford

Title: CEO/President

ASSIGNEE:

BACKER EHP INC.

By: 


Name: Thomas F. Egerström

Title: Executive Vice President and

Managing Director of Operations

Schedule 1
Trademarks

1. Registered Trademarks and Applications for Registration

Trademark	Country	Reg. No.	Reg. Date
 SW SPRINGFIELD WIRE, INCORPORATED & DESIGN	US	3,479,450	August 5, 2008

CONTINUED ON NEXT PAGE

2. Common Law Trademarks and Service Marks

1. SW SPRINGFIELD WIRE & Design



2. SPRINGFIELDWIRE INC. SINCE 1921 & Design:



3. SW & Design:



4. SW SPRINGFIELD WIRE, INC. ENGINEERED COMPONENTS FOR TODAY AND TOMORROW & Design



5. SW SPRINGFIELD WIRE, INC. & Design



6. SW SPRINGFIELD WIRE INCORPORATED & Design



7. SW SPRINGFIELD WIRE INCORPORATED & Design



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