

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
Tuthill Corporation		12/31/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Eaton Corporation
Street Address:	1000 Eaton Boulevard
City:	Cleveland
State/Country:	OHIO
Postal Code:	44122
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	3656342	HANSEN
Registration Number:	1688726	AUTO-FLO
Registration Number:	0771022	GAS-MATE
Registration Number:	0654337	HK
Registration Number:	2715157	QUICK SEAL

CORRESPONDENCE DATA	
Fax Number:	4405233432
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	440-523-4131
Email:	danielskalka@eaton.com
Correspondent Name:	Daniel S. Kalka
Address Line 1:	1000 Eaton Boulevard
Address Line 4:	Cleveland, OHIO 44122

NAME OF SUBMITTER:	Daniel S. Kalka
--------------------	-----------------

CH \$140.00 3656342

Signature:	/Daniel S. Kalka/
Date:	05/17/2013
Total Attachments: 3 source=Tuthill Trademark Assignment (Executed Copy)#page1.tif source=Tuthill Trademark Assignment (Executed Copy)#page2.tif source=Tuthill Trademark Assignment (Executed Copy)#page3.tif	

ASSIGNMENT OF TRADEMARK ASSETS

WHEREAS, Tuthill Corporation, a Delaware corporation (“Assignor”), and Eaton Corporation, an Ohio corporation (“Purchaser”), among others, have entered into a Stock and Asset Purchase Agreement dated as of December 15, 2010 (the “Agreement”); and

WHEREAS, under the Agreement, Assignor agreed to convey to Purchaser, all right, title and interest in and to the Purchased Assets, including all Acquired Intellectual Property (as those terms are defined in the Agreement); and

WHEREAS, as permitted by Section 11.7 of the Purchase Agreement, Purchaser has assigned its rights, interests and obligations with respect to the Purchased Assets to its Affiliate, Eaton Aeroquip LLC, an Ohio limited liability company (“Assignee”); and

WHEREAS, Assignor owns all right, title and interest in and to the federal and state trademark registrations and applications therefor listed in Schedule A hereto that comprise part of the Purchased Assets, and all renewals thereof or thereon (hereinafter, collectively, the “Trademarks”); and

WHEREAS, Assignee is desirous of acquiring all of Assignor’s right, title and interest in and to all Trademarks, and Assignor has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign, transfer and deliver to the Assignee its entire right, title and interest in, to and under all Trademarks, together with the goodwill of the business symbolized by such Trademarks, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Trademarks, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment.

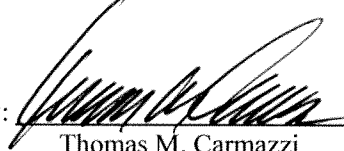
3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

4. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee’s name.

5. This Assignment does not (i) convey any rights of Assignor other than those required to be transferred under the Agreement, (ii) create any obligations for Assignor in addition to those provided under the Agreement, or (iii) relieve Assignor of any obligations under the Agreement.

IN TESTIMONY WHEREOF, the undersigned has executed this Assignment effective as of December 31, 2010.

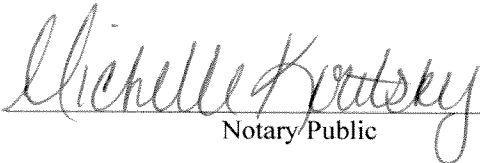
TUTHILL CORPORATION

By: 
Thomas M. Carmazzi
President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this 31ST day of December, 2010, Thomas M. Carmazzi, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he/she signed and delivered the foregoing instrument as the free and voluntary act of said corporation, all pursuant to authority given by the Board of Directors of said corporation.

SUBSCRIBED and SWORN TO
before me this 31ST day of December, 2010


Notary Public



SCHEDULE A

(1 Page)

TRADEMARKS					
<u>Country</u>	<u>Reg Number</u>	<u>Reg Date</u>	<u>Trademark</u>	<u>Reg Name</u>	<u>Expiration</u>
Canada	229431	08/04/1978	HK	Tuthill Corporation	8/4/2023
Canada	222631	UNKNOWN	RL	Tuthill Corporation	8/26/2022
China	5934305	UNKNOWN	HANSEN (Class 6)	Tuthill Corporation	UNKNOWN
China	5934305	UNKNOWN	HANSEN (Class 17)	Tuthill Corporation	UNKNOWN
Europe	003370831	9/25/2003	HANSEN	Tuthill Corporation	9/25/2013
Europe	616243	5/25/2006	Gromelle la connectique des fluides	Tuthill SAS	5/25/2014
Europe	4855805	1/19/2007	HK	Tuthill SAS	1/19/2016
Germany	803831	5/6/1965	HANSEN	Tuthill Corporation	6/30/2014
Japan	1399599	06/01/1993	HANSEN	Tuthill Corporation	11/30/2019
Taiwan	190373	09/16/1992	HANSEN	Tuthill Corporation	09/15/2012
US	3656342	7/21/2009	HANSEN	Tuthill Corporation	7/21/2019
US	1688726	05/26/1992	AUTO-FLO	Tuthill Corporation	05/26/2012
US	771022	06/09/1984	GAS-MATE	Tuthill Corporation	06/09/2014
US	654337	11/12/1957	HK	Tuthill Corporation	11/12/2017
US	2715157	5/13/2003	QUICK SEAL	Tuthill Corporation	5/13/2013

CH29380130.4

Page A-1