## 900273649 12/04/2013

## 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
Advanced Polymer Technology, Inc.		12/04/2013	CORPORATION: MICHIGAN

### **RECEIVING PARTY DATA**

Name:	Franklin Electric Co., Inc.
Street Address:	9255 Coverdale Road
City:	Fort Wayne
State/Country:	INDIANA
Postal Code:	46809
Entity Type:	CORPORATION: INDIANA

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1812927	APT
Registration Number:	2077197	APT

### **CORRESPONDENCE DATA**

Fax Number: 3122126501

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (312) 356-5021

Email: patricia.odonoghue@faegrebd.com

Correspondent Name: Patricia O'Donoghue

Address Line 1: Faegre Baker Daniels, 311 S. Wacker Dr.

Address Line 2: Suite 4400

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 9	982054.000109
NAME OF SUBMITTER:	Patricia O'Donoghue

TRADEMARK REEL: 005167 FRAME: 0357 1812927

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Signature:	/Patricia O'Donoghue/
Date:	12/04/2013
Total Attachments: 2 source=APT - Executed Trademark Assignment#page1.tif source=APT - Executed Trademark Assignment#page2.tif	

TRADEMARK
REEL: 005167 FRAME: 0358

#### TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made by and between Advanced Polymer Technology, Inc., a Michigan corporation, having a place of business at 2817 McCracken Avenue, Muskegon, Michigan, (hereinafter "Assignor"), and Franklin Electric Co., Inc., an Indiana corporation, having a place of business at 9255 Coverdale Road, Fort Wayne, Indiana 46809 (hereinafter "Assignee").

WHEREAS, Assignor desires to transfer to Assignee and Assignee desires to accept from Assignor all of Assignor's worldwide right, title and interest in, to and under the common law and registered trademarks identified in the attached Schedule 1 ("the "Marks") and the goodwill of Assignor's business which is associated therewith and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options or limitation of every kind, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all applications, registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor shall execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and other instruments, in the format required by Assignee, to confirm Assignee's ownership of all rights pursuant to this Assignment, and shall take all steps to enable and ensure that the goodwill of the business associated with and symbolized by the Marks is transferred under this Agreement. This Assignment shall be binding upon the successor s and assigns of the Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

Dated this 4th day of December, 2013.

ASSIGNOR, Advanced Polymer Technology, Inc. ASSIGNEE, Franklin Electric Co., Inc.			
Signature: Ingela M Sugher	Signature: Angela M Lugher		
	By: Angela M. Hughes		
Its: Secretary	Its: Corporate Counsel		

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## **SCHEDULE 1**

# **Trademark Registrations**

Trademark	Country	Registration No.	Registration Date
APT	U.S.	1,812,927	12/21/1993
47	U.S.	2,077,197	07/08/1997
401	Brazil	822769514	07/25/2006

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**RECORDED: 12/04/2013**