

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|--------------|
| Actuant Corporation | | 07/31/2013 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|--------------------------|--------------------------|
| Name: | Actuant Electrical, Inc. |
| Street Address: | 160 Greentree Drive |
| Internal Address: | Suite 101 |
| City: | Dover |
| State/Country: | DELAWARE |
| Postal Code: | 19904 |
| Entity Type: | CORPORATION: NEW YORK |

PROPERTY NUMBERS Total: 26

| Property Type | Number | Word Mark |
|----------------|----------|---------------------------|
| Serial Number: | 72186049 | EJECT-O-MATIC |
| Serial Number: | 73354675 | CYCLONE |
| Serial Number: | 73477320 | SIDEWINDER |
| Serial Number: | 73734301 | EEGOR |
| Serial Number: | 73759148 | POCKET-PRO |
| Serial Number: | 74085575 | TECHMASTER |
| Serial Number: | 74128943 | THE PROFESSIONAL'S CHOICE |
| Serial Number: | 74522684 | UNI-LOK |
| Serial Number: | 75013031 | HEX-LOK |
| Serial Number: | 78214832 | ARMOREDGE |
| Serial Number: | 78273681 | BIG BEN |
| Serial Number: | 78784763 | THE INFLATABLES |
| Serial Number: | 77210802 | WINGGARD |

OP \$665.00 72186049

| | | |
|----------------|----------|--------------------------|
| Serial Number: | 78828285 | CABLE BOSS |
| Serial Number: | 77465455 | CIRCUIT ALERT |
| Serial Number: | 77713571 | CABLE WRAPTOR |
| Serial Number: | 77745309 | SPERRY |
| Serial Number: | 85188991 | TURNER ELECTRIC |
| Serial Number: | 77901494 | BEP |
| Serial Number: | 85171579 | CONNECTPRO |
| Serial Number: | 77914479 | SILVERTIP |
| Serial Number: | 77745319 | DURABLE. ACCURATE. SAFE. |
| Serial Number: | 85681761 | DC D E L C I T Y |
| Serial Number: | 85863285 | MASS COMBI ULTRA |
| Serial Number: | 85878934 | MASS COMBI |
| Serial Number: | 73259505 | MULTI-TRAN |

CORRESPONDENCE DATA

Fax Number: 4142770656
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 414-271-6560
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Address Line 1: 100 E Wisconsin Ave
Address Line 2: Suite 3300
Address Line 4: Milwaukee, WISCONSIN 53202

| | |
|--------------------|------------------------|
| NAME OF SUBMITTER: | Edward R. Lawson jr. |
| Signature: | /edward r. lawson jr./ |
| Date: | 12/11/2013 |

Total Attachments: 4

source=14210639_Contribution_Agreement_Actuant_Corporation_to_Actuant_Electrical_Inc#page1.tif
source=14210639_Contribution_Agreement_Actuant_Corporation_to_Actuant_Electrical_Inc#page2.tif
source=14210639_Contribution_Agreement_Actuant_Corporation_to_Actuant_Electrical_Inc#page3.tif
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CONTRIBUTION AGREEMENT AND BILL OF TRANSFER

THIS AGREEMENT ("Agreement") is made as of the 31st day of July, 2013 ("Effective Date") by and between Actuant Corporation, a Wisconsin corporation ("Transferor"), and Actuant Electrical, Inc., a New York corporation ("Transferee").

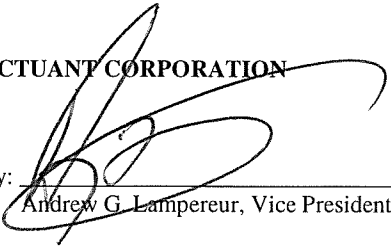
WHEREAS, Transferor desires to transfer and assign to Transferee and Transferee wishes to assume and accept from Transferor, for the consideration and upon the terms and conditions set forth herein, certain Intangible Assets (as defined below) of Transferor relating to Transferor's electrical, marine and solar businesses (collectively, "Transferred Business").

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. **Definitions.** When used in this Agreement, Intangible Assets shall mean all of the intangible assets owned or used by Transferor primarily in the Transferred Business, including but not limited to know-how, operating methods and procedures, intellectual property, proprietary information, processes, technical knowledge, formulae, advertising formats, logos, goodwill, advertising and promotional rights existing as of July 31, 2013.
2. **Transfer.** Transferor does hereby sell, assign, transfer and deliver to Transferee the Intangible Assets set forth on Exhibits 1 and 2 attached to this Agreement and Transferee hereby accepts such transfer of Intangible Assets.
3. **Representation and Warranty.** Transferor represents and warrants that at the time of execution and delivery of this Agreement: (a) Transferor owns good and marketable title to the Intangible Assets, free and clear of all claims, restrictions, or encumbrances, (b) Transferor is free to convey the Intangible Assets, and (c) Transferor is hereby conveying the Intangible Assets to Transferee.
4. **Cooperation.** Transferee and Transferor agree to cooperate with each other in the preparation and filing of any required forms or documents in connection with the transfer of the Intangible Assets.
5. **No Reliance.** Except for any permitted assigns, no third party is entitled to rely on any of the representations, warranties or agreements of Transferee or Transferor contained in this Agreement.
6. **Power of Attorney.** Transferor hereby appoints Transferee, its successors or assigns, the true and lawful attorney of Transferor with full power of substitution, for the benefit and at the expense of Transferee, to institute and prosecute all proceedings which Transferee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any of the Intangible Assets, to defend or compromise any and all actions, suits or proceedings in respect of any of the Intangible Assets, and to do all such acts and things in relation thereto as Transferee shall deem advisable. Transferor acknowledges that the foregoing power shall be irrevocable by Transferor in any manner or for any reason. Transferee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing power, including any amounts payable as interest in respect thereto.
7. **Amendment.** This Agreement may only be amended by a written instrument signed by Transferor and Transferee.
8. **Governing Law.** This Agreement shall be governed by the internal laws of the State of Wisconsin.
9. **Taxes.** Transferor shall pay all transfer, sales, use and other taxes of any kind or nature which result from the contribution of the Intangible Assets pursuant to this Agreement.
10. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names as of the date set forth above.

ACTUANT CORPORATION

By: 
Andrew G. Lampereur, Vice President

ACTUANT ELECTRICAL, INC.

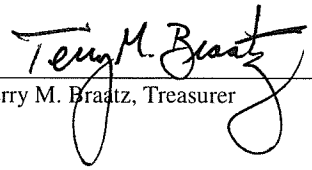
By: 
Terry M. Braatz, Treasurer

Exhibit 1

Patents Being Transferred

| Title | Application Number | Filing Date | Patent Number | Issue Date | Country |
|---|--------------------|-------------|----------------------|------------|---------|
| Cable Cuff - Design | 131740 | 8/5/2009 | 131740 | 4/21/2010 | CA |
| Hand Tool Handle | 859558 | 1/17/2008 | 859558 | 1/17/2008 | EP |
| Cable Cuff - Design | 1157796 | 8/5/2009 | 001157796-0001 | 8/5/2009 | EP |
| Electrical Cord End | 1848268 | 4/8/2011 | 001848368-00001-0002 | 5/2/2011 | EP |
| Portable Battery Charger | 2222273 | 4/17/2013 | | 4/17/2013 | EP |
| AC Power Outlet Ground Integrity and Wire Test Circuit Device | 08/457,236 | 6/1/1995 | 5,625,285 | 4/29/1997 | US |
| Bushing for Protecting an Electrical Wire Passing Through a Hole in a Structural Member | 09/968,159 | 10/1/2001 | 6,460,638 | 10/8/2002 | US |
| Conduit Bender | 10/376,199 | 2/26/2003 | 6,820,457 | 11/23/2004 | US |
| Device for Locating and Identifying Circuit Breakers | 10/916,234 | 8/11/2004 | 7,157,896 | 1/2/2007 | US |
| Cable Holder | 10/974,295 | 10/27/2004 | 7,071,418 | 7/4/2006 | US |
| Voltage Sensing Hand Tool | 11/005,187 | 12/6/2004 | 7,295,130 | 11/13/2007 | US |
| Non-Conductive Fish Tape | 11/235,940 | 9/27/2005 | 7,100,900 | 9/5/2006 | US |
| Voltage Sensing Hand Tool | 11/458,596 | 7/19/2006 | 7,468,674 | 12/23/2008 | US |
| Multi-Scanner Device Having a Detachable Outlet Tester | 11/840,616 | 8/17/2007 | 7,633,282 | 12/15/2009 | US |
| Insulation Displacement Connector | 12/135,653 | 6/9/2008 | 7,789,695 | 9/7/2010 | US |
| Electrical Connector for Connection to Multiple Conductors | 12/334,591 | 12/15/2008 | 7,628,640 | 12/8/2009 | US |
| Shore Power Cord Ground Wire Current Detector | 12/340,305 | 12/19/2008 | 7,994,795 | 8/9/2011 | US |
| Receptacle Tester with Text Display | 12/393,205 | 2/26/2009 | 7,944,212 | 5/17/2011 | US |
| Cable Clasp | 12/504,470 | 7/16/2009 | 8,246,095 | 8/21/2012 | US |
| Multi-Scanner Device Having a Detachable Outlet Tester | 12/624,129 | 11/23/2009 | 7,928,717 | 4/19/2011 | US |
| Powered Cable Puller | 12/825,499 | 6/29/2010 | 8,434,741 | 5/7/2013 | US |
| Multi-Scanner Device Having a Detachable Outlet Tester | 13/070,592 | 3/24/2011 | 8,085,032 | 12/27/2011 | US |
| Shore Power Cord Set | 13/228,242 | 9/8/2011 | | | US |
| Marine Spotlight | 13/295,633 | 11/14/2011 | | | US |
| Reverse Power Y-Adapter | 13/360,115 | 1/27/2012 | | | US |
| Knockout Driver Apparatus | 13/893,789 | 5/14/2013 | | | US |
| Air Break Electrical Switch Having a Blade Open/Closed Indicator | 13/979,215 | 7/11/2013 | | | US |
| Digital Multimeter | 29/143,212 | 6/11/2001 | D458,551 | 6/11/2002 | US |
| Winder | 29/240,095 | 10/7/2005 | D553,027 | 10/16/2007 | US |
| Tool | 29/240,096 | 10/7/2005 | D542,112 | 5/8/2007 | US |
| Stapler | 29/244,585 | 12/12/2005 | D531,469 | 11/7/2006 | US |
| Flashlight | 29/282,446 | 7/20/2007 | D567,418 | 4/22/2008 | US |
| Pliers Hammer Head | 29/282,457 | 7/20/2007 | D592,475 | 5/19/2009 | US |
| Utility Knife | 29/282,463 | 7/20/2007 | D572,107 | 7/1/2008 | US |
| Detector Module | 29/282,465 | 7/20/2007 | D576,896 | 9/16/2008 | US |
| Hand Tool Handle | 29/282,468 | 7/20/2007 | D578,368 | 10/14/2008 | US |
| Hand Tool Handle | 29/282,471 | 7/20/2007 | D577,981 | 10/7/2008 | US |

| Title | Application Number | Filing Date | Patent Number | Issue Date | Country |
|---|--------------------|-------------|---------------|------------|---------|
| Screwdriver Handle | 29/282,475 | 7/20/2007 | D572,105 | 7/1/2008 | US |
| Utility Knife | 29/282,477 | 7/20/2007 | D587,554 | 3/3/2009 | US |
| Low Voltage Outdoor Lighting Power Supply | 29/327,142 | 10/31/2008 | D599,288 | 9/1/2009 | US |
| Clasp | 29/332,230 | 2/11/2009 | D608,191 | 1/19/2010 | US |
| Cable Tool | 29/337,220 | 5/18/2009 | D613,137 | 4/6/2010 | US |
| Electrical Instrument | 29/337,230 | 5/18/2009 | D612,338 | 3/23/2010 | US |
| Electrical Probe | 29/338,113 | 6/4/2009 | D615,430 | 5/11/2010 | US |
| Clasp | 29/342,278 | 8/21/2009 | D609,998 | 2/16/2010 | US |
| Electrical Instrument | 29/342,880 | 9/2/2009 | D623,148 | 9/7/2010 | US |
| Set of Tool Handles | 29/345,036 | 10/8/2009 | D623,920 | 9/21/2010 | US |
| Electrical Cord End | 29/376,876 | 10/13/2010 | D646,638 | 10/11/2011 | US |
| Spotlight | 29/383,541 | 1/19/2011 | D646,822 | 10/11/2011 | US |
| Electrical Cord End | 29/399,555 | 8/16/2011 | D690,652 | 10/1/2013 | US |
| Electrical Cord End Female | 11599/2011 | 4/13/2011 | 336834 | 5/30/2011 | AU |
| Electrical Cord End Male | 11600/2011 | 4/13/2011 | 336835 | 5/30/2011 | AU |
| Auto-Selecting, Auto-Ranging Contact/Noncontact Voltage and Continuity Tester | 10/076,718 | 2/13/2002 | 6,812,685 | 11/2/2004 | US |
| Voltage Sensing Hand Tool | 10/112,446 | 3/28/2002 | 6,731,218 | 5/4/2004 | US |
| Ergonomic Fish Tape | 10/566,930 | 10/25/2006 | 7,374,150 | 5/20/2008 | US |
| Voltage Sensing Hand Tool | 10/808,291 | 3/24/2004 | 6,844,819 | 1/18/2005 | US |
| Cable Holding Assembly for Cable Stapler | 11/403,874 | 4/14/2006 | 7,290,693 | 11/6/2007 | US |
| Fish Tape Handle | 29/199,246 | 2/12/2004 | D507,981 | 8/2/2005 | US |
| Fish Tape Reel | 29/199,271 | 2/12/2004 | D508,425 | 8/16/2005 | US |
| Fish Tape Handle | 29/199,272 | 2/12/2004 | D506,400 | 6/21/2005 | US |
| Fish Tape Reel Grip | 29/199,282 | 2/12/2004 | D506,692 | 6/28/2005 | US |
| Electrical Cord End | 414794 | 4/13/2011 | 414794 | 6/7/2011 | NZ |
| Tube Bender Angle Indicator | 08/664,066 | 6/13/1996 | 5,669,258 | 9/23/1997 | US |
| Hand Held Non-Contact Voltage Tester | 08/903,575 | 7/31/1997 | 5,877,618 | 3/2/1999 | US |
| Electrical Circuit Finder | 09/119,347 | 7/20/1998 | 6,163,144 | 12/19/2000 | US |
| Electrical Voltage Tester | 09/200,880 | 11/30/1998 | 6,137,285 | 10/24/2000 | US |
| Multi-Meter With Locking Clamp | 09/650,249 | 8/29/2000 | 6,456,060 | 9/24/2002 | US |
| Electrical Instrument Probe | 29/090,912 | 7/20/1998 | D416,503 | 11/16/1999 | US |
| Electrical Instrument | 29/097,077 | 11/30/1998 | D416,819 | 11/23/1999 | US |
| Electrical Instrument | 29/101,238 | 3/1/1999 | D425,803 | 5/30/2000 | US |
| Electrical Instrument Probe Tip | 29/103,523 | 4/15/1999 | D422,518 | 4/11/2000 | US |
| Fish Tape Reel | 29/109,306 | 8/12/1999 | D431,480 | 10/3/2000 | US |
| Knockout Driver Apparatus | 2816057 | 5/16/2013 | | | CA |
| Portable Battery Charger | 201330120892.5 | 4/18/2013 | | | CN |
| Air Break Electrical Switch | PCT/US2013/057673 | 8/30/2013 | | | PCT |
| Air Break Electrical Switch Having a Blade Open/Closed Indicator | 13/406,232 | 2/27/2012 | | | US |
| Portable Battery Charger | 29/434,931 | 10/18/2012 | | | US |
| Apparatus and Method for Balancing Cells in a Plurality of Batteries | 14/092,275 | 11/27/2013 | | | US |

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|--|------------|------------|--|----|
| Apparatus and Method for Balancing Cells in a Plurality of Batteries | 61/730,562 | 11/28/2012 | | US |
| Current Interrupter | 61/762,579 | 2/8/2013 | | US |

Trademarks Being Transferred

| Trademark | Reg. Number | Reg. Date | Application Number | Filing Date | Country |
|---------------------------|-------------|-------------|--------------------|-------------|--------------------------------------|
| BEP | 1352577 | 02/01/2010 | 1352577 | 02/01/2010 | AU |
| CYCLONE | TMA283269 | 16-Sep-1983 | 489615 | 14-Jul-1982 | CA |
| SIDE WINDER | TMA317713 | 29-Aug-1986 | 529555 | 5-Oct-1984 | CA |
| EEGOR | TMA372621 | 31-Aug-1990 | 615026 | 12-Sep-1988 | CA |
| CABLEBOSS | TMA739721 | 8-May-2009 | 1297039 | 7-Apr-2006 | CA |
| MARINCO | | | 10115029 | 27-Oct-2011 | CN |
| TURNER ELECTRIC | | | A0024011 | 04/04/2011 | CN |
| BEP | 1032086 | 02/01/2010 | 1032086 | 02/01/2010 | EP |
| ARMOREEDGE | 3279403 | 11-Oct-2004 | 3279403 | 22-Jul-2003 | EP |
| TURNER ELECTRIC | 1086661 | 4-Apr-2011 | A0024011 | 04/04/2011 | EP |
| TURNER ELECTRIC | | | 2141769 | 9-May-2011 | IN |
| BEP | 1032086 | | | 1-Feb-2010 | Int'l Registration - Madrid Protocol |
| TURNER ELECTRIC | 1086661 | 4-Apr-2011 | A0024011 | 4-Apr-2011 | Int'l Registration - Madrid Protocol |
| GB | 394828 | 7-May-1991 | 88913 | 11-Jun-1990 | MX |
| GB | 480287 | 23-Nov-1994 | 88914 | 11-Jun-1990 | MX |
| GB XTREME (Stylized) | 845121 | 3-Aug-2004 | 611177 | 22-Jul-2003 | MX |
| ARMOREEDGE | 807012 | 12-Sep-2003 | 611178 | 22-Jul-2003 | MX |
| MASS COMBI ULTRA | | | 85/863,285 | 28-Feb-2013 | US |
| EJECT-O-MATIC | 776,985 | 15-Sep-1964 | 72/186,049 | 5-Feb-1964 | US |
| MULTI-TRAN | 1,264,752 | 24-Jan-1984 | 73/259,505 | 24-Apr-1980 | US |
| CYCLONE | 1,290,713 | 21-Aug-1984 | 73/354,675 | 15-Mar-1982 | US |
| SIDEWINDER | 1,328,048 | 2-Apr-1985 | 73/477,320 | 26-Apr-1984 | US |
| EEGOR | 1,530,565 | 21-Mar-1989 | 73/734,301 | 9-Jun-1988 | US |
| POCKET-PRO | 1,539,177 | 16-May-1989 | 73/759,148 | 24-Oct-1988 | US |
| TECHMASTER | 1,692,618 | 9-Jun-1992 | 74/085,575 | 6-Aug-1990 | US |
| THE PROFESSIONAL'S CHOICE | 1,697,142 | 23-Jun-1992 | 74/128,943 | 9-Jan-1991 | US |
| UNI-LOK | 2,030,596 | 14-Jan-1997 | 74/522,684 | 10-May-1994 | US |
| HEX-LOK | 2,093,551 | 2-Sep-1997 | 75/013,031 | 31-Oct-1995 | US |
| WINGGARD | 3,397,657 | 18-Mar-2008 | 77/210,802 | 20-Jun-2007 | US |
| CIRCUIT ALERT | 3,645,765 | 30-Jun-2009 | 77/465,455 | 5-May-2008 | US |
| CABLE WRAPTOR | 3,815,486 | 6-Jul-2010 | 77/713,571 | 14-Apr-2009 | US |
| SPERRY | 3,891,840 | 21-Dec-2010 | 77/745,309 | 27-May-2009 | US |
| DURABLE. ACCURATE. SAFE. | 4,261,670 | 18-Dec-2012 | 77/745,319 | 27-May-2009 | US |
| BEP | 4,020,122 | 30-Aug-2011 | 77/901,494 | 28-Dec-2009 | US |
| SILVERTIP & Design | 4,143,118 | 15-May-2012 | 77/914,479 | 19-Jan-2010 | US |
| ARMOREEDGE | 2,797,903 | 23-Dec-2003 | 78/214,832 | 14-Feb-2003 | US |
| BIG BEN | 2,979,014 | 26-Jul-2005 | 78/273,681 | 14-Jul-2003 | US |
| THE INFLATABLES | 3,369,247 | 15-Jan-2008 | 78/784,763 | 4-Jan-2006 | US |
| CABLE BOSS | 3,403,342 | 25-Mar-2008 | 78/828,285 | 3-Mar-2006 | US |
| CONNECTPRO | 4,086,300 | 17-Jan-2012 | 85/171,579 | 8-Nov-2010 | US |
| TURNER ELECTRIC | 4,008,927 | | 85/188,991 | 2-Dec-2010 | US |
| DEL CITY and DC Design | 4,398,722 | 10-Sep-2013 | 85/681,761 | 19-Jul-2012 | US |
| MASS COMBI | | | 85/878,934 | 18-Mar-2013 | US |
| ARMOREEDGE | TMA670994 | 23-Aug-2006 | 1185037 | 21-Jul-2003 | CA |
| BEP | 819327 | | 819327 | 9-Feb-2010 | NZ |