

## 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
Actuant Electrical, Inc.		08/01/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Electrical Holdings LLC		
Street Address:	160 Greentree Drive		
Internal Address:	Suite 101		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19904		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	77605958	GALVANALERT	
Serial Number:	72186049	EJECT-O-MATIC	
Serial Number:	73259505	MULTI-TRAN	
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	ARMOREEDGE	
Serial Number:	78273681	BIG BEN	

Serial Number:	78784763	THE INFLATABLES
Serial Number:	77210802	WINGGARD
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

#### 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

Email: mkeipdocket@michaelbest.com

Correspondent Name: Michael Best & Friedrich LLP

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.
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Signature:	/edward r. lawson jr./
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Date:	12/11/2013
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#### Total Attachments: 9

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## CONTRIBUTION AGREEMENT AND BILL OF TRANSFER

**THIS AGREEMENT** ("Agreement") is made effective as of the 1<sup>st</sup> day of August, 2013 ("Effective Date") by and between Actuant Electrical, Inc., a New York corporation ("Transferor"), and Electrical Holdings LLC, a Delaware limited liability company ("Transferee").

**WHEREAS**, Transferor desires to transfer and assign to Transferee and Transferee desires to assume and accept from Transferor, for the consideration and upon the terms and conditions set forth herein, certain of the assets, properties, rights, liabilities and obligations of Transferor used exclusively in Transferor's electrical, marine and solar businesses operated under the brand names Acme Electric, Del City, Gardner Bender, Marinco Power Products, Marinco, Sperry, Guest, Ancor, BEP (US) and Turner Electric (collectively, the "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, the following terms shall have the meanings specified below:

(a) Accounts. Accounts shall mean Transferor's accounts receivable as of August 1, 2013 exclusively related to the Transferred Business, as set forth in the summary in Exhibit (1).

(b) Contracts. Contracts shall mean Transferor's contracts, agreements and leases as of August 1, 2013 exclusively related to the Transferred Business.

(c) Fixed Assets. Fixed Assets shall mean the machinery, equipment, supplies, furniture, fixtures and tooling owned by Transferor as of August 1, 2013 and exclusively related to the Transferred Business, as set forth in the summary in Exhibit (1).

(d) Intangible Assets. Intangible Assets shall mean the Transferor's rights in the following to the extent owned or licensed by Transferor and used exclusively in the Transferred Business: know-how, operating methods and procedures, processes, advertising formats, logos, goodwill, and advertising and promotional rights, in each case, existing as of August 1, 2013 and those patents and trademarks set forth on Exhibit (2) hereof, but, for the avoidance of doubt, shall not include the name "Actuant" or any derivation thereof or marks used in connection therewith.

(e) Inventory. Inventory shall mean all of Transferor's inventories of raw materials and supplies, work in process, and finished goods as of August 1, 2013 and exclusively used in the Transferred Business, as set forth in the summary in Exhibit (1).

(f) Records. Records shall mean such books, documents and records owned and used by Transferor exclusively in the conduct of the Transferred Business as of August 1,

2013, including personnel, medical, accounting records, correspondence, governmentally required records, manuals, engineering data, designs, drawings, and other written materials.

(g) Liabilities. Liabilities shall mean all of Transferor's liabilities and obligations relating to the Transferred Business, including those set forth in the summary in Exhibit (1), and excluding those set forth in Exhibit (3).

2. Transfer and Assumption. Transferor does hereby sell, assign, transfer and deliver to Transferee the following assets ("Transferred Assets"):

- (a) Accounts;
- (b) Contracts;
- (c) Fixed Assets;
- (d) Intangible Assets;
- (e) Inventory; and
- (f) Records.

3. Acceptance and Assumption. Transferee hereby assumes and agrees to discharge, pay and satisfy all of the Liabilities and agrees to perform in accordance with and be bound by all of the terms and obligations under the Contracts. Transferee shall hold Transferor and its affiliates harmless from and indemnify Transferor from all losses suffered by Transferor and its affiliates arising from or relating to Transferee's failure to comply with this Section 3 or otherwise relating to the Liabilities.

TRANSFEROR TRANSFERS AND TRANSFEEE ACCEPTS THE TRANSFERRED ASSETS PURSUANT TO THIS AGREEMENT ON AN AS-IS-WHEREAS BASIS AND TRANSFEROR AND ITS AFFILIATES EXPLICITLY DO NOT MAKE OR PROVIDE AND THE TRANSFEEE HEREBY WAIVES, ANY WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE TRANSFERRED ASSETS, THE TRANSFERRED BUSINESS OR THE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY AND SAMPLES, OR CONDITION OF THE TRANSFERRED ASSETS OR THE TRANSFERRED BUSINESS OR ANY PART THEREOF.

4. Cooperation. Transferee and Transferor agree to reasonably cooperate with each other in the preparation and filing of any required forms or documents in connection with the consummation of the transaction contemplated hereby. If the assignment of any of the Contracts or any claim or right or any benefit arising thereunder or resulting therefrom, without the consent of a third party, would constitute a breach thereof and if such consent is not obtained as of the Effective Date, then this Agreement shall not constitute an assignment or an agreement to assign any such Contract and, for a period of one (1) year after the Effective Date, Transferor shall use its commercially reasonable efforts to cooperate with Transferee in order to allow Transferee to perform the obligations under such Contract and in turn to provide Transferee with the benefits

under such Contract from and after the Effective Date. It is understood and agreed that, notwithstanding anything to the contrary in the foregoing, so long as Transferor uses its commercially reasonable efforts to cooperate with Transferee as contemplated by this Section 4, Transferor will not have any liability or obligation to Transferee if any consent is not obtained or if Transferee is not able to obtain the benefits referred to above. From and after the Effective Date, Transferee shall perform all obligations pursuant to all Contracts and be responsible for all liabilities with respect thereto regardless of any limitations on assignment or assumption thereof and shall indemnify and hold harmless Transferor with respect to any losses or liabilities under any such Contract.

5. No Reliance. No third party is entitled to rely on any of the agreements of Transferee or Transferor contained in this Agreement.

6. Final Reconciliation. Transferor and Transferee each acknowledge that as of August 1, 2013, the values attributable to certain Transferred Assets may be subject to minor adjustments. As such, the parties agree that the Transferor shall determine a final reconciliation of all values as soon as possible, but in no event, later than ninety (90) days after the Effective Date of this Agreement, which shall be final and binding on the parties.

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 and construed in accordance with the domestic laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

9. Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) the state and federal courts located in Milwaukee, Wisconsin, for the purposes of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby ("Proceedings"). Each party agrees to commence any Proceeding either in the state or federal courts located in Milwaukee, Wisconsin. Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in Milwaukee, Wisconsin with respect to any matters to which it has submitted to jurisdiction in this Section 9. Each party irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of this Agreement or the transactions contemplated hereby in the state and federal courts located in Milwaukee, Wisconsin, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

10. Waiver of Jury Trial Right. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING. Each party hereby (a) certifies that no representative, agent or attorney of the other has represented, expressly or otherwise, that the other would not, in the event of a Proceeding, seek to enforce the foregoing

waiver and (b) acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this paragraph.

11. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

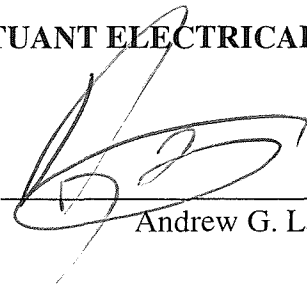
12. Assignment. No party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

13. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

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

**ACTUANT ELECTRICAL, INC.**

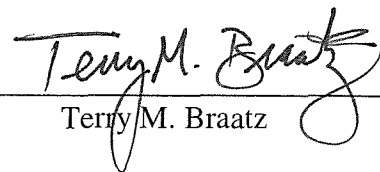
By: \_\_\_\_\_



Andrew G. Lampereur

**ELECTRICAL HOLDINGS LLC**

By: \_\_\_\_\_



Terry M. Braatz

## Exhibit 1

### Assets and Liabilities transferred to Electrical Holdings LLC

Cash	
Accounts receivable, net	
Inventory	
Prepaid expenses	
PP&E, net	
Goodwill & intangibles, net	
Other assets	-
Total assets	
Accounts payable	
Accrued liabilities	
Debt	
Other liabilities	
Total liabilities	

**Exhibit 2****Patents Being Transferred**

<b>Title</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Country</b>
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

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

## Exhibit 3

### Intercompany Receivables and Liabilities Not Transferred to Electrical Holdings LLC

Intercompany Receivables

[REDACTED]

Intercompnay Short Term Loan

[REDACTED]

Intercompany Long Term Debt

[REDACTED]