

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
Waukee Engineering Company Inc.		10/04/2007	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	United Process Controls Inc.		
Street Address:	8904 Beckett Rd.		
City:	Westchester		
State/Country:	OHIO		
Postal Code:	45069		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1345811	WAUKEE-TRONIC	
Registration Number:	1326575	WAUKEE	
Registration Number:	1262224	WE	
CORRESPONDENCE DATA			
Fax Number:	2627831211		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	262 783-1300		
Email:	rkmp@rkmiplaw.com		
Correspondent Name:	Ryan Kromholz & Manion, S.C.		
Address Line 1:	P O Box 26618		
Address Line 2:	Laura A. Dable		
Address Line 4:	Milwaukee, WISCONSIN 53226-0618		
ATTORNEY DOCKET NUMBER:	9644.TM		
NAME OF SUBMITTER:	Laura A. Dable		

OP \$90.00 1345811

Signature:	/Laura A. Dable/
Date:	12/16/2013
Total Attachments: 9 source=TM assignment#page1.tif source=TM assignment#page2.tif source=TM assignment#page3.tif source=TM assignment#page4.tif source=TM assignment#page5.tif source=TM assignment#page6.tif source=TM assignment#page7.tif source=TM assignment#page8.tif source=TM assignment#page9.tif	

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT is made as of this 4th day of October, 2007, by and among the undersigned stockholders (the "Sellers") of WAUKEE ENGINEERING COMPANY, INC., a Wisconsin corporation ("Waukee"), and UNITED PROCESS CONTROLS INC., a Delaware corporation ("Buyer").

RECITALS

A. Sellers own all of the issued and outstanding shares of capital stock of Waukee and Waukee owns all of the issued and outstanding shares of capital stock of Furnace Control Corp., a Wisconsin corporation ("FCC").

B. Sellers wish to sell the Shares to Buyer, and Buyer wishes to purchase the Shares from Sellers, on the terms and conditions set forth herein.

AGREEMENTS

In consideration of the recitals and of the mutual agreements, provisions and covenants set forth below, the Parties agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply:

"*Access Period*" means a period of six (6) months from the Closing Date.

"*Agreement*" means this Stock Purchase Agreement.

"*Ancillary Agreements*" means the agreements, documents and instruments related to this Agreement by and among Buyer, Waukee or any Seller.

"*Annual Financial Statements*" means the audited consolidated balance sheets of Waukee and FCC as of February 28, 2007, and the related consolidated statements of income, stockholders' equity, and cash flows for the fiscal year then ended, copies of which have been provided by Sellers to Buyer.

"*Base Amount*" shall have the meaning specified in Section 2.2 of this Agreement.

"*Business Day*" means any day except a Saturday, a Sunday or a day on which commercial banks in Wisconsin are authorized or required by law to close.

"*Buyer*" shall have the meaning specified in the Recitals of this Agreement.

f
AC

providing for the disposition of a material asset, other than in the ordinary course of business; (v) an agreement which provides for severance benefits upon termination of employment in excess of \$10,000; (vi) a material agreement with a sales representative, dealer or distributor; (vii) a material license agreement; and (viii) a material agreement under which Waukee or FCC is indebted for borrowed money.

(b) Defaults. Waukee and FCC are not and, to the Knowledge of Sellers, none of the other Parties to each Material Contract is, in breach, violation of or default under any provision of any Material Contract, except for breaches, violations or defaults that would not have a Material Adverse Effect. Each Material Contract represents a valid and binding obligation of Waukee or FCC and, to the Knowledge of Sellers, each other party thereto.

3.14 Intellectual Property. Part 3.14 of the Sellers' Disclosure Schedule lists all patents, trademarks, trade names, trade dress, service marks, copyrights, domain names, and licenses thereof used by Waukee or FCC or owned by the Waukee or FCC and all pending applications therefor (collectively, the "Intellectual Property"), all of which are, to the Knowledge of Sellers, free and clear of any material adverse claims or interests except as set forth in Part 3.14 of the Sellers' Disclosure Schedule. Waukee and FCC own or have the right to use all items of Intellectual Property except where the failure to have such ownership or right to use would not have a Material Adverse Effect. Waukee's and FCC's use of the Intellectual Property does not infringe, and to the Knowledge of Sellers, there exists no reasonable basis for any claim of infringement, of any patents, trademarks, trade names, service marks, or copyrights of others. There are no pending Proceedings and, to the Knowledge of Sellers, there are no inquiries or investigations challenging or threatening to challenge Waukee's and FCC's right, title and interest with respect to its continued use and right to preclude others from using any such Intellectual Property. To the Knowledge of Sellers, no other person is infringing on the Intellectual Property.

3.15 Environmental Matters. Except as set forth in Part 3.15 of the Sellers' Disclosure Schedule, as of the date hereof:

(a) Waukee and FCC have at all times operated in compliance with all applicable Environmental Laws except as would not have a Material Adverse Effect. There are no past or present events, conditions, circumstances, activities, practices, incidents, agreements, actions or plans which have given rise to or will give rise to any liability on the part of Waukee and FCC under any Environmental Law or principles of common law relating to pollution, protection of the environment or health and safety.

(b) Waukee or FCC have not received, in the past five (5) years, any written notice from a Governmental Authority alleging that it is not in compliance, in any material respect, with applicable Environmental Laws.



IN WITNESS WHEREOF, each of the Parties hereto has executed this Stock Purchase Agreement all as of the day and year first above written.

SELLERS:

THE WAUKEE ENGINEERING
COMPANY, INC. VOTING TRUST

BY _____
Oma Broich, Trustee

BY _____
Gail Onan, Trustee

BY _____
Michael R. Smith, Trustee

BY _____
Richard A. Van Deuren, Trustee

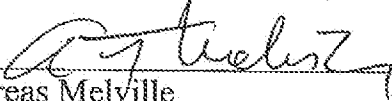
SECOND RESTATEMENT OF THE
ROBERT C. ONAN 1986
DECLARATION OF TRUST

BY _____
Oma Broich, Trustee

BY _____
Gail Onan, Trustee

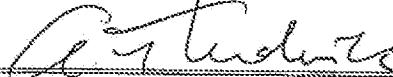
BY _____
Michael R. Smith, Trustee

BY _____
Richard A. Van Deuren, Trustee



Andreas Melville

THE WAUKEE ENGINEERING
COMPANY, INC. EMPLOYEE STOCK
OWNERSHIP TRUST


BY 

Andreas Melville, Trustee

BUYER:

UNITED PROCESS CONTROLS INC.

BY _____
Michel J. Korwin, President



IN WITNESS WHEREOF, each of the Parties hereto has executed this Stock Purchase Agreement all as of the day and year first above written.

SELLERS:

BUYER:

THE WAUKEE ENGINEERING
COMPANY, INC. VOTING TRUST

UNITED PROCESS CONTROLS INC.

BY

Oma Broich, Trustee
Oma Broich, Trustee

BY

Its

BY

Gail Onan, Trustee

BY

Michael R. Smith, Trustee

BY

Richard A. Van Deuren, Trustee

SECOND RESTATEMENT OF THE
ROBERT C. ONAN 1986
DECLARATION OF TRUST

BY

Oma Broich, Trustee
Oma Broich, Trustee

BY

Gail Onan, Trustee

BY

Michael R. Smith, Trustee

BY

Richard A. Van Deuren, Trustee

Andreas Melville

THE WAUKEE ENGINEERING
COMPANY, INC. EMPLOYEE STOCK
OWNERSHIP TRUST

BY

Andreas Melville, Trustee

TRADEMARK

REEL: 005174 FRAME: 0575

IN WITNESS WHEREOF, each of the Parties hereto has executed this Stock Purchase Agreement all as of the day and year first above written.

SELLERS:

BUYER:

THE WAUKEE ENGINEERING COMPANY, INC. VOTING TRUST

UNITED PROCESS CONTROLS INC.

BY _____
Oma Broich, Trustee

BY _____
Its _____

BY Gail Onan
Gail Onan, Trustee *Trustee*

BY _____
Michael R. Smith, Trustee

BY _____
Richard A. Van Deuren, Trustee

SECOND RESTATEMENT OF THE ROBERT C. ONAN 1986 DECLARATION OF TRUST

BY _____
Oma Broich, Trustee

BY Gail Onan
Gail Onan, Trustee *Trustee*

BY _____
Michael R. Smith, Trustee

BY _____
Richard A. Van Deuren, Trustee

Andreas Melville

THE WAUKEE ENGINEERING COMPANY, INC. EMPLOYEE STOCK OWNERSHIP TRUST

BY _____
Andreas Melville, Trustee

IN WITNESS WHEREOF, each of the Parties hereto has executed this Stock Purchase Agreement all as of the day and year first above written.

SELLERS:

BUYER:

THE WAUKEE ENGINEERING
COMPANY, INC. VOTING TRUST

UNITED PROCESS CONTROLS INC.

BY _____
Oma Broich, Trustee

BY _____
Its _____

BY _____
Gail Onan, Trustee

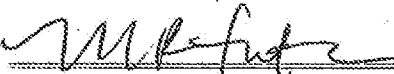
BY 
Michael R. Smith, Trustee

BY _____
Richard A. Van Deuren, Trustee

SECOND RESTATEMENT OF THE
ROBERT C. ONAN 1986
DECLARATION OF TRUST

BY _____
Oma Broich, Trustee

BY _____
Gail Onan, Trustee

BY 
Michael R. Smith, Trustee

BY _____
Richard A. Van Deuren, Trustee

Andreas Melville

THE WAUKEE ENGINEERING
COMPANY, INC. EMPLOYEE STOCK
OWNERSHIP TRUST

BY _____
Andreas Melville, Trustee

IN WITNESS WHEREOF, each of the Parties hereto has executed this Stock Purchase Agreement all as of the day and year first above written.

SELLERS:

THE WAUKEE ENGINEERING
COMPANY, INC. VOTING TRUST

BY _____
Oma Broich, Trustee

BY _____
Gail Onan, Trustee

BY _____
Michael R. Smith, Trustee

BY Richard A. Van Deuren
Richard A. Van Deuren, Trustee

SECOND RESTATEMENT OF THE
ROBERT C. ONAN 1986
DECLARATION OF TRUST

BY _____
Oma Broich, Trustee

BY _____
Gail Onan, Trustee

BY _____
Michael R. Smith, Trustee

BY Richard A. Van Deuren
Richard A. Van Deuren, Trustee

Andreas Melville

THE WAUKEE ENGINEERING
COMPANY, INC. EMPLOYEE STOCK
OWNERSHIP TRUST

BY _____
Andreas Melville, Trustee

BUYER:

UNITED PROCESS CONTROLS INC.

BY _____
Its _____

TRADEMARK

REEL: 005174 FRAME: 0578

Part 3.14

Intellectual Property

1. See the attached schedule of trademarks and patents owned by Waukee and FCC.
2. Waukee and FCC license and use the following software:
 - (a) Backup Exec, Windows, for Small Business Servers, v.10.
 - (b) Backup Exec, Windows, Small Business Server Remote Agent (CAL) for Windows Servers, v.10.
 - (c) Symantec Antivirus 10.1 with Groupware Protection.
 - (d) Microsoft Windows Server 2003 Small Business Edition and Enterprise Edition.
 - (e) MAS-90 accounting software
 - (f) Peachtree accounting software
 - (g) C-More Programming Software
 - (h) UPS WorldShip
 - (i) DirectSoft PLC programming software
 - (j) Microsoft XP Operating System
3. Waukee and FCC have registered the following domain names:
 - (a) www.waukeemeters.com
 - (b) www.waukeeengineering.com
 - (c) www.furnacecontrol.com
4. In the ordinary course of business, Waukee and FCC may purchase licensed software on behalf of a customer for the purpose of building a product to such customer's specifications. In such instances, Waukee and FCC pass along the license to the end-user customer.

TRADEMARK DUE DILIGENCE REPORT

Waukee Engineering Company

	Trademark Registration No. (App. No.)	Registration Date (App. Date)	Trademark	Country
1.	1345811	07/02/85	WAUKEE- TRONIC	Unites States
2.	1326575	03/26/85	WAUKEE	Unites States
3.	1262224	12/27/83	WE (Stylized)	Unites States

MW1457806