

TRADEMARK ASSIGNMENT

Electronic 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
SPX Corporation		01/07/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EGS Electrical Group LLC		
Street Address:	Harness, Dickey & Pierce, PLC		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0547029	SOLA	
CORRESPONDENCE DATA			
Fax Number:	3147267501		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-726-7500		
Email:	jewefile@hdp.com		
Correspondent Name:	Joseph E. Walsh, Jr.		
Address Line 1:	Harness, Dickey & Pierce, PLC		
Address Line 2:	7700 Bonhomme, Suite 400		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	2538-200006-US		
NAME OF SUBMITTER:	Joseph E. Walsh, Jr.		
Signature:	/Joseph E. Walsh, Jr./		

CH \$40.00 0547029

Date:

01/23/2014

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is entered into as of this 7th day of January, 2014 (the “Effective Date”), by and among SPX Corporation, a Delaware corporation (“Assignor”), EGS Electrical Group LLC, a Delaware limited liability company (“Assignee”), and GSEG LLC, a Delaware limited liability company (“GSEG”).

A. By virtue of a trademark license agreement dated December 30, 1999, between General Signal Corporation and Sola Australia Limited (the “Sola Australia License Agreement”), which was subsequently acquired by Eaton Corporation as a result of Eaton’s acquisition of Sola Australia Limited, Assignor has granted certain rights to use the SOLA trademark to Eaton Corporation which has consented to this Assignment;

B. General Signal Corporation and GSEG, a wholly-owned subsidiary of EGS, entered into a Trademark License Agreement dated September 15, 1997, whereby General Signal Corporation granted GSEG a license to use the SOLA trademark (the “GSEG License Agreement”);

C. Assignor does not use the SOLA trademark other than through its licensees;

D. General Signal Corporation was subsequently merged into SPX Corporation, and Assignor now owns the SOLA trademark and variations thereof (the “Marks”), and owns other transferable rights associated with the Marks including, but not limited to, the goodwill of said Marks arising from use of the Marks by Assignor’s licensees, and is the owner of all right, title and interest in and to the registrations for the Marks set forth in the attached Schedule 1, together with whatever rights Assignor may otherwise have in the Marks worldwide and Assignor’s rights and obligations in and to the Sola Australia License Agreement (collectively the “Trademark Assets”); and

E. Pursuant to a Limited Liability Company Interest Purchase Agreement entered into as of December 3, 2013, by and among EGS Electrical Group LLC, Emerson Electric Co., SPX Corporation, and SPX Holdings, Inc., Assignor has agreed to assign the Trademark Assets to Assignee.

Therefore, in consideration of the mutual covenants and obligations contained herein and in the Limited Liability Company Interest Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee agree as follows:

Effective as of the Effective Date, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in and to the Trademark Assets, together with any and all of the goodwill of the business symbolized by and associated with said Mark, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks.

Assignor agrees to execute or procure any further necessary assurance of title to the Trademark Assets; and at any time, upon the request and at the expense of Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trademark Assets in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

Assignee assumes all of Assignor's right, title, interest and obligations under the Sola Australia License Agreement accruing on or after the Effective Date.

Effective as of the Effective Date, the GSEG License Agreement shall be terminated.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

This Assignment has been duly executed by the parties and is effective as of the Effective Date.

SPX Corporation

By: *[Signature]*
Name: *Rain L Lilly*
Title: *Senior VP Secretary and General Counsel*

STATE OF *N Carolina*
COUNTY OF *Mecklenburg*

Subscribed and sworn to before me this *6th* day
of *January*, 2014,

[Signature]
Notary Public

My Commission Expires:

December 11, 2017

EGS Electrical Group LLC

By: _____
Name: Curt Eslinger
Title: Chief Financial Officer

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn to before me this _____ day
of _____, 2014,

Notary Public

My Commission Expires:

GSEG LLC

By: _____
Name: Curt Eslinger
Title: Vice President, Finance and Treasurer

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn to before me this _____ day
of _____, 2014,

Notary Public

My Commission Expires:

This Assignment has been duly executed by the parties and is effective as of the Effective Date.

SPX Corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn to before me this _____ day
of _____, 2014,

Notary Public

My Commission Expires:

EGS Electrical Group LLC

By: Curt Eslinger
Name: Curt Eslinger
Title: Chief Financial Officer

STATE OF ILLINOIS)
COUNTY OF COOK)

Subscribed and sworn to before me this 6th day
of FEBRUARY, 2014,

Susan F Howard
Notary Public

My Commission Expires:
07/26/2016

GSEG LLC

By: Curt Eslinger
Name: Curt Eslinger
Title: Vice President, Finance and Treasurer

STATE OF ILLINOIS)
COUNTY OF COOK)

Subscribed and sworn to before me this 6th day
of JANUARY, 2014,

Susan F Howard
Notary Public

My Commission Expires:
07/26/2016



Schedule 1

Country	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Renewal
Argentina	SOLA	2447737	29-Jul-2003	1978376	21-Apr-2004	21-Apr-2014
Argentina	SOLA	2641490	26-Dec-2005	2099706	18-Jul-2006	18-Jul-2016
Australia	SOLA	192978	22-Feb-1965	192978	22-Feb-1965	22-Feb-2020
Benelux	SOLA	640119	12-Dec-1980	0373181	12-Dec-1980	12-Dec-2020
Brazil	SOLA	002176645	22-Jan-1958	002176645	25-May-1958	25-May-2018
Canada	SOLA	0190186	14-Mar-1946	23646	14-Mar-1946	14-Mar-2021
Ecuador	SOLA	9/81	05-Jan-1981	990/81	07-May-1981	07-May-2016
European Community	SOLA	85514	01-Apr-1996	85514	09-Sep-1998	01-Apr-2016
France	SOLA	789211	01-Apr-1986	1348734	01-Apr-1986	01-Apr-2016
Germany	SOLA	B30324	22-Nov-1963	800619	12-Feb-1965	30-Nov-2023
India	SOLA	227550	04-Mar-1965	227550	04-Mar-1965	04-Mar-2017
Italy	SOLA	1964000001	10-Aug-1964	688805	22-Feb-1967	10-Aug-2014
Mexico	SOLA	30590	25-Mar-1946	54984	14-Oct-1947	25-Mar-2021
New Zealand	SOLA	232723	09-Dec-1993	232723	12-Nov-1996	09-Dec-2014
Peru	SOLA	195341-1991	27-Dec-1991	96885	30-Apr-1992	30-Apr-2022
Philippines	SOLA	43762	23-Jan-1981	35435	05-Mar-1986	05-Mar-2016
South Africa	SOLA		15-Oct-1997	63/3453		15-Oct-2017
Turkey	SOLA	92/001773	12-Mar-1992	134816	12-Mar-1992	12-Mar-2022
US	SOLA	71527487	05-Jul-1947	547029	28-Aug-1951	28-Aug-2021