

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303168

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                               |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                              | <b>Execution Date</b> | <b>Entity Type</b> |
| THOMAS & BETTS HOLDINGS (U.K.) LIMITED  |  | 04/30/2014            | COMPANY:           |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | NORDYNE LLC                                  |                       |                    |
| <b>Street Address:</b>  | 8000 Phoenix Parkway                         |                       |                    |
| <b>City:</b>  | O'fallon                                     |                       |                    |
| <b>State/Country:</b>   | MISSOURI                                     |                       |                    |
| <b>Postal Code:</b>   | 63368  |                       |                    |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: DELAWARE          |                       |                    |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                | <b>Word Mark</b>      |                    |
| <b>Serial Number:</b>   | 71540318                                     | REZNOR                |                    |
| <b>Serial Number:</b>   | 77767836                                     | REZNOR                |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  | 2123108007                                   |                       |                    |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                    |
| <b>Phone:</b>   | 212-310-8000                                 |                       |                    |
| <b>Email:</b>   | brian.lee@weil.com                           |                       |                    |
| <b>Correspondent Name:</b>  | Dennis Adams                                 |                       |                    |
| <b>Address Line 1:</b>  | Weil, Gotshal & Manges LLP                   |                       |                    |
| <b>Address Line 2:</b>  | 767 Fifth Avenue                             |                       |                    |
| <b>Address Line 4:</b>  | New York, NEW YORK 10153                     |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 11634.0004/D. ADAMS-BL                       |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | DENNIS ADAMS                                 |                       |                    |
| <b>SIGNATURE:</b>   | /DENNIS ADAMS/                               |                       |                    |
| <b>DATE SIGNED:</b>   | 04/30/2014                                   |                       |                    |
| <b>Total Attachments: 5</b>   |  |                       |                    |
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| source=Trademark Assignment Agreement (2)#page2.tif   |  |                       |                    |
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TRADEMARK

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") dated as of April 30, 2014 ("Effective Date"), is made by and among Thomas & Betts Holdings (U.K.) Limited ("Assignor") and Nordyne LLC ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of March 21, 2014 ("Purchase Agreement"); and

WHEREAS, pursuant to Section 1.1(d) of the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to the Reznor U.S. Marks (as defined below).

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's entire worldwide right, title and interest in and to: (a) the U.S. trademark registrations and trademark applications set forth in Exhibit A hereto and all issuances, extensions and renewals thereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) any and all goodwill connected with or symbolized by the foregoing; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the "Reznor U.S. Marks").
2. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Reznor U.S. Marks.
3. Assignor hereby covenants and agrees that, at any time and from time to time after the date of this Assignment, at Assignee's request, Assignor shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required to sell, convey, assign, transfer and deliver to Assignee any of the Reznor U.S. Marks.
4. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent

that any provision of this Assignment conflicts or is inconsistent with the terms of the terms of the Purchase Agreement, the Purchase Agreement shall govern.

5. This Assignment may be executed in one or more counterparts, each of which when executed will be deemed an original, but all of which together will constitute one and the same instrument. The exchange by facsimile or other means of electronic transmission of executed counterparts of this Assignment will be deemed execution and delivery thereof.
6. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of New York.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

**THOMAS & BETTES HOLDINGS (U.K.)  
LIMITED**

By: 

Name: David Alyea

Title: Director

By: 

Name: W. David Smith, Jr.

Title: Director

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK  
REEL: 005271 FRAME: 0494**

ASSIGNEE:

NORDYNE LLC

By: 

Name: Kevin W. Donnelly

Title: Vice President and Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 005271 FRAME: 0495**

**Exhibit A**

**Reznor U.S. Marks**

| <b>Trademark</b> | <b>Owner</b> | <b>Country</b> | <b>Status</b> | <b>Appl. No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> |
|------------------|--------------|----------------|---------------|------------------|-----------------|------------------|
| REZNOR           | ABB Ltd.     | U.S.           | Registered    | 71/540,318       | 0,506,981       | 2/22/1949        |
| REZNOR           | ABB Ltd.     | U.S.           | Registered    | 77/767,836       | 3,816,691       | 7/13/2010        |