

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311462

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee Address previously recorded on Reel 005171 Frame 0775. Assignor(s) hereby confirms the ASSIGNS THE ENTIRE INTEREST.

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Actuant Electrical, Inc.
Street Address:	N86 W12500 Westbrook Crossing
City:	Menomonee Falls
State/Country:	WISCONSIN
Postal Code:	53051
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	0776985	EJECT-O-MATIC
Registration Number:	1264752	MULTI-TRAN
Registration Number:	1290713	CYCLONE
Registration Number:	1328048	SIDEWINDER
Registration Number:	1530565	EEGOR
Registration Number:	1539177	POCKET-PRO
Registration Number:	1692618	TECHMASTER
Registration Number:	1697142	THE PROFESSIONAL'S CHOICE
Registration Number:	2030596	UNI-LOK
Registration Number:	2093551	HEX-LOK
Registration Number:	3397657	WINGGARD
Registration Number:	3645765	CIRCUIT ALERT
Registration Number:	3815486	CABLE WRAPTOR
Registration Number:	3891840	SPERRY
Registration Number:	4261670	DURABLE. ACCURATE. SAFE.
Registration Number:	4020122	BEP
Registration Number:	4143118	SILVERTIP
Registration Number:	2797903	ARMOREDGE
Registration Number:	2979014	BIG BEN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3369247	THE INFLATABLES
Registration Number:	3403342	CABLE BOSS
Registration Number:	4086300	CONNECTPRO
Registration Number:	4008927	TURNER ELECTRIC
Registration Number:	4398722	DC D E L C I T Y
Serial Number:	85863285	MASS COMBI ULTRA
Registration Number:	4421630	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 using a fax number, if provided; 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

ATTORNEY DOCKET NUMBER:	206214-9005-US00
NAME OF SUBMITTER:	Edward R. Lawson Jr.
SIGNATURE:	/edward r. lawson jr./
DATE SIGNED:	07/22/2014

Total Attachments: 11
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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 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	

TRADEMARK**REEL: 005327 FRAME: 0418**

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
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
Phone: 414-271-6560
Email: mkeipdocket@michaelbest.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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.
Signature:	/edward r. lawson jr./
Date:	12/11/2013

Total Attachments: 4

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RECEIPT INFORMATION

ETAS ID:	TM289076
Receipt Date:	12/11/2013
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TRADEMARK

REEL: 005327 FRAME: 0420

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").

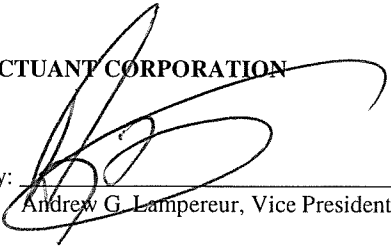
WHEREAS, Transferor desires to transfer and assign to Transferee and Transferee wishes to assume and accept from Transferor, for the consideration and upon the terms and conditions set forth herein, certain Intangible Assets (as defined below) of Transferor relating to Transferor's electrical, marine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

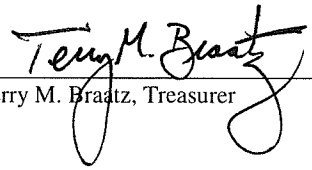
By: 
Terry M. Braatz, Treasurer

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

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
Receiver of an Electrical Circuit Tracing Device	29/147,097	8/22/2001	D461,424	8/13/2002	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
ARMOREDGE	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
ARMOREDGE	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
ARMOREDGE	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
ARMOREDGE	TMA670994	23-Aug-2006	1185037	21-Jul-2003	CA
BEP	819327		819327	9-Feb-2010	NZ