

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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ETAS ID: TM313194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Utility Marketing Corporation		06/03/2013	CORPORATION: MASSACHUSETTS
U.S. Utility Enclosures, LLC		06/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MacLean Highline, L.L.C.		
<b>Street Address:</b>	481 Munn Road		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Fort Mill		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29715		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3052499	NUTN2IT	
<b>Registration Number:</b>	4094359	ENVIROCAST	
<b>Registration Number:</b>	2752207	ARMOR	
<b>Registration Number:</b>	1008818	POLYIRON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<i>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.</i>			
<b>Phone:</b>	312 558-6352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 W Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP, Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	5212-109		
<b>NAME OF SUBMITTER:</b>	Laura Konrath		
<b>SIGNATURE:</b>	/Laura Konrath/		

CH \$115.00 3052499

TRADEMARK

<b>DATE SIGNED:</b>	08/06/2014
<b>Total Attachments: 4</b> source=UtilityMarketingTMAssignment#page1.tif source=UtilityMarketingTMAssignment#page2.tif source=UtilityMarketingTMAssignment#page3.tif source=UtilityMarketingTMAssignment#page4.tif	

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT is dated as of this 3<sup>rd</sup> day of June, 2013 (the "Assignment"), by and among Utility Marketing Corporation, a Massachusetts corporation (d/b/a Highline Products) ("UMC"), U.S. Utility Enclosures, LLC, a Delaware limited liability company and wholly-owned subsidiary of UMC (hereinafter, collectively with UMC, "Assignors" and each individually, an "Assignor"), and MacLean Highline, L.L.C., a Delaware limited liability company (hereinafter "Assignee").

WHEREAS, Assignors own the trademarks and trademark registrations identified on the attached Schedule A (hereinafter the "Marks");

WHEREAS, pursuant to the Asset Purchase Agreement dated as of May 7, 2013 by and among Assignors, Assignee and the other parties thereto, Assignors agree to assign, transfer and convey all of their right, title and interest in and to the Marks; and

WHEREAS, Assignee is desirous of acquiring the Marks and all of Assignors' rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignors hereby convey, transfer and assign to Assignee all of Assignors' rights, title and interest in and to the Marks, all associated common-law rights, all federal registrations and applications identified on Schedule A, together with the goodwill of the business symbolized thereby.

Assignors further assign to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignors agree that at any time and from time to time after the date hereof, at the reasonable request of Assignee and without further consideration, Assignors shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title and interest in and to the Marks and to assist Assignee in exercising all rights with respect thereto.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any Person, other than the parties to this Assignment, any rights, obligations, claims, liabilities or remedies.

This Assignment shall bind and inure to Assignee and Assignors and their respective successors and assigns.

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

[signature page follows]

IN WITNESS WHEREOF, the Assignors have duly executed this Trademark Assignment as of the date first written above.

UTILITY MARKETING CORPORATION

By: [Signature]  
Name: Paul Tannenbaum  
Title: President

U.S. UTILITY ENCLOSURES, LLC

By: [Signature]  
Name: Paul Tannenbaum  
Title: manager


STATE OF MASSACHUSETTS )  
COUNTY OF Suffolk )

On this 28<sup>th</sup> day of May, 2013 before me, a Notary Public, personally appeared Paul Tannenbaum to me known and known to me to be the person of that name, who, being duly sworn, did state and acknowledge on his oath that he is the President of Utility Marketing Corporation who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

and Manager of  
U.S. Utility Enclosures, LLC

June 27, 2014  
My Commission Expires.


[Signature]  
Notary Public

 Robert D. Giacchetti  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 27, 2014

[Signature page to Trademark Assignment Agreement]

Acknowledged and Agreed:

MACLEAN HIGHLINE, L.L.C.

By:   
Name: THOMAS L. SMITH  
Title: President

[Signature page to Trademark Assignment Agreement]

**SCHEDULE A**

<b>Trademark</b>	<b>Serial Number*</b>	<b>Registration Number*</b>	<b>Registration Date*</b>
NUTN2IT	76606857	3052499	January 31, 2006
ENVIROCAST	85096864	4094359	January 31, 2012
ARMOR	76404052	2752207	August 19, 2003
POLYIRON	73011240	1008818	April 15, 1975

\* as on file with the United States Patent and Trademark Office

*Schedule A to Trademark Assignment*