

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Murphy Industries, LLC		01/01/2013	LIMITED LIABILITY COMPANY: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Enovation Controls, LLC		
Street Address:	5311 S 122nd East Ave		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74146		
Entity Type:	LIMITED LIABILITY COMPANY: OKLAHOMA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4060108	M2 WIRELESS	
Registration Number:	3889648	MURPHYGAGE	
Registration Number:	3148507	MURPHYLINK	
Registration Number:	852217	MURPHYMATIC	
Registration Number:	3049261	MURPHY POWER IGNITION	
Registration Number:	1158949	SELECTRONIC	
Registration Number:	787747	SELECTRONIC	
Registration Number:	747377	SWICHGAGE	
Registration Number:	1308708	SWICHGAGE	
Registration Number:	1218925	TATTLETALE	
Registration Number:	3331902	WELLPRO	
Registration Number:	1574562	FRANK W. MURPHY MFR.	
Registration Number:	3102093	MURPHY	
Registration Number:	3097690	MURPHY	
Registration Number:	3250904	HELMVIEW	
Serial Number:	85741664	INTELLISPARK	
CORRESPONDENCE DATA			
Fax Number:	2102448944		

OP \$415.00 4060108

TRADEMARK

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: 2102448844
Email: wquirk@rpsalaw.com
Correspondent Name: William H. Quirk
Address Line 1: 755 East Mulberry
Address Line 2: Ste. 200
Address Line 4: San Antonio, TEXAS 78212

ATTORNEY DOCKET NUMBER:	MURPHY TO ENO ASSIGNMENT
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NAME OF SUBMITTER:	William H. Quirk
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SIGNATURE:	/William H. Quirk/
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DATE SIGNED:	09/18/2014
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Total Attachments: 2

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**TRANSFER, ASSIGNMENT AND DISTRIBUTION
AND
ASSUMPTION AGREEMENT**

(MURPHY)

THIS TRANSFER, ASSIGNMENT AND DISTRIBUTION AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into effective as of 12:01 a.m. on the 1st day of January, 2013 (the "Effective Date"), by and between Enovation Controls, LLC, an Oklahoma limited liability company ("Parent"), and Murphy Industries, LLC, a Texas limited liability company ("Subsidiary").

WHEREAS, as the sole member of Subsidiary, Parent authorized (1) the distribution by Subsidiary to Parent of all of Subsidiary's right, title and interest, of every kind and character whatsoever, in and to all of its assets, including without limitation equipment, contracts, inventory, accounts receivable, notes receivable, patents and other intangibles (the "Transferred Assets"), subject to any and all obligations and liabilities related to or arising in connection with the Transferred Assets; provided, that the Transferred Assets shall not include any of Subsidiary's ownership interests in: FWMurphy Instruments (Hangzhou) Co., Ltd., FWMurphy International Trading (Shanghai) Co., Ltd., Murphy Europe Limited, or any of the other assets listed on **Exhibit A** hereto; and (2) the transfer of employment of all of Subsidiary's employees to Parent (the "Transferred Employees"), effective as of the Effective Time, subject to the full continuation by Parent of all of such employees' employee benefit plans and programs and crediting each employee as if each such employee had been employed by Parent from the date of such employee's employment with Subsidiary; and

WHEREAS, Parent has agreed to assume certain of Subsidiary's liabilities; and

WHEREAS, Subsidiary desires to transfer, assign and distribute its rights to and under the Transferred Assets to Parent and further desires that Parent assume all of Subsidiary's duties, obligations and liabilities thereunder arising from and after the date hereof, including without limitation all of Subsidiary's obligations and liabilities with respect to the Transferred Employees and the continuation of employee benefit plans and programs, crediting each Transferred Employee with respect to such plans and programs as if each such Transferred Employee had been employed by Parent from the date of each such Transferred Employee's employment with Subsidiary (the "Employee Obligations"); and

WHEREAS, Parent desires to accept the assignment of Subsidiary's rights under the Transferred Assets and desires to assume all of Subsidiary's duties, obligations and liabilities thereunder arising from and after the date hereof,

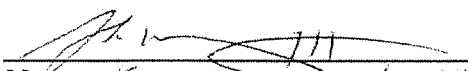
WHEREAS Parent desires to accept the Transferred Employees and desires to assume the Employee Obligations;

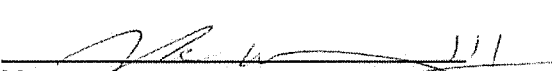
NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, Subsidiary hereby transfers, assigns and distributes to Parent, its successors and assigns, all of Subsidiary's right, title and interest in and to the Transferred Assets and transfers to Parent all of the Transferred Employees, and Parent hereby accepts such transfer, assignment and distribution, accepts the Transferred Employees, and assumes and agrees to perform all of Subsidiary's duties, obligations and liabilities related to the Transferred Assets and the Employee Obligations arising from and after the Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

ENOVATION CONTROLS, LLC

MURPHY INDUSTRIES, LLC

By: 
Name: Frank W. Murphy III
Title: Executive Chairman

By: 
Name: Frank W. Murphy III
Title: Executive Chairman