

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318162

<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>
Murphy Industries, LLC		01/01/2013	LIMITED LIABILITY COMPANY: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Enovation Controls, LLC		
<b>Street Address:</b>	5311 S 122ND EAST AVE		
<b>City:</b>	Tulsa		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	74146		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OKLAHOMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85982827	INTELLISPARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2102448944		
<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>	2102448844		
<b>Email:</b>	wquirk@rpsalaw.com		
<b>Correspondent Name:</b>	William H. Quirk		
<b>Address Line 1:</b>	755 East Mulberry		
<b>Address Line 2:</b>	Ste 200		
<b>Address Line 4:</b>	San Antonio, TEXAS 78212		
<b>ATTORNEY DOCKET NUMBER:</b>	81211.00002		
<b>NAME OF SUBMITTER:</b>	William H. Quirk		
<b>SIGNATURE:</b>	/William H. Quirk/		
<b>DATE SIGNED:</b>	09/26/2014		
<b>Total Attachments: 2</b>			
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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 1<sup>st</sup> 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~~ *Oklahoma* 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;

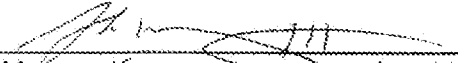
NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, Subsidiary hereby transfers, assigns and distributes to Parent, its successors and assigns, all of Subsidiary's right, title and interest in and to the Transferred Assets and transfers to Parent all of the Transferred 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.

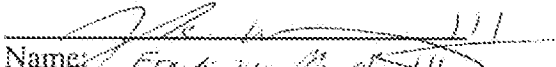
ENOVATION CONTROLS, LLC

MURPHY INDUSTRIES, LLC

By:

  
Name: Frank W. Fitzgibbon III  
Title: Executive Chairman

By:

  
Name: Frank W. Murphy III  
Title: Executive Chairman