

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM334687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power Products, LLC		01/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Hubbell Incorporated (Delaware)		
Street Address:	40 Waterview Drive		
Internal Address:	Mailbox 1000		
City:	Shelton		
State/Country:	CONNECTICUT		
Postal Code:	06484		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2274146	A ACME TRANSFORMER	
Registration Number:	1049450	ACME	
Registration Number:	0888188	ACME ELECTRIC	
Registration Number:	2260869	ACME TRANSFORMER	
Registration Number:	2083655	FINGER GUARD	
Registration Number:	1116844	PANEL-TRAN	
Registration Number:	4625109	ACTOWN	
Registration Number:	4625110	AMVECO	
Registration Number:	1841545	NON LINEAR LOAD	
Registration Number:	1850590	NON LINEAR LOAD	
Registration Number:	2629847	ACME ELECTRONICS	
Registration Number:	3123551	TIGHTPAK	
CORRESPONDENCE DATA			
Fax Number:	2024202201		
<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>			
Phone:	202-420-2200		
Email:	woodm@dicksteinshapiro.com		
TRADEMARK			

OP \$315.00 2274146

Correspondent Name: Dickstein Shapiro LLP
Address Line 1: 1825 Eye Street NW
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: H1717.0012-TMASGN

NAME OF SUBMITTER: Megan R. Wood

SIGNATURE: /MRW/

DATE SIGNED: 03/11/2015

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of January 21, 2015, by Power Products, LLC, a Delaware limited liability company ("*Assignor*") in favor of Hubbell Incorporated (Delaware), a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to the Asset and Stock Purchase Agreement dated as of December 17, 2014 (the "*Purchase Agreement*") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, certain Marks;

WHEREAS, Assignor owns all right, title and interest in and to the Marks identified and set forth on Schedule A attached hereto, including, without limitation, the trademark registrations and applications for registration, and all goodwill associated therewith;

WHEREAS, except as otherwise set forth on the Disclosure Schedules to the Purchase Agreement, Assignor owns all right, title and interest in and to the Marks identified and set forth on Schedule B attached hereto, including, without limitation, the trademark registrations and applications for registration, and all goodwill associated therewith;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing and existing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Marks, in the United States and all countries throughout the world, together with the goodwill of the business associated therewith, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, including all rights of priority, to the full end of the term or terms for which the foregoing may be granted, renewed and/or extended, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

2. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any assignments, affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.
4. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit, qualify or otherwise modify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.


* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

Power Products, LLC

By: 
Name: Adam McMahon
Title: Chief Financial Officer

STATE OF New York

)

COUNTY OF Kings

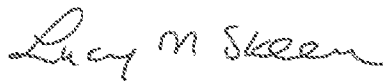
) ss:

)

On this 13 day of Jan 2015,
personally before me came Adam McMahon known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

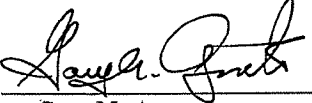
LUCY M. SKEEN
Notary Public, State of New York
No. 01SK6267571
Qualified in Kings County
Commission Expires August 20, 2018


Notary Public

[Signature Page to Trademark Assignment Agreement]

ASSIGNEE:

Hubbell Incorporated (Delaware)

By: 

Name: Gary N. Amato

Title: President

[Signature Page to Trademark Assignment Agreement]

Schedule A
to Trademark Assignment

Title	Jurisdiction	App. No	Filing Date	Reg. No.	Reg. Date	Owner
A ACME TRANSFORMER & DESIGN	United States of America	75/497093	6/3/98	2274146	8/31/99	Power Products, LLC
ACME	Brazil	818580305	7/7/95	818580305	11/4/97	Electrical Holdings, LLC
ACME	Canada	0185495	11/21/44	20103	11/21/44	Power Products, LLC
ACME	Colombia	97052641	9/10/97	212160	8/31/98	Electrical Holdings, LLC
ACME	Mexico	827134	12/20/06	1115913	8/19/09	Acme Electric Corporation
ACME	United States of America	73/076951	2/11/76	1049450	10/5/76	Power Products, LLC
ACME	Venezuela	2534-1998	2/16/98	P210792	2/26/99	Acme Electric Corporation
ACME ELECTRIC	Mexico	320986	1/28/98	937130	5/31/06	Acme Electric Corporation
ACME ELECTRIC	United States of America	72/318728	2/10/69	888188	3/24/70	Power Products, LLC
ACME ELECTRIC	Wisconsin		4/2/14		4/2/14	Power Products, LLC
ACME TRANSFORMER	Mexico	320987	1/28/98	836226	6/7/04	Acme Electric Corporation
ACME TRANSFORMER	United States of America	75/475525	4/28/98	2260869	7/13/99	Power Products, LLC
FINGER GUARD	United States of America	75/124555	6/24/96	2083655	7/29/97	Power Products, LLC
PANEL-TRAN	United States of	73/147426	11/7/77	1116844	4/24/79	Power Products, LLC


[Signature Page to Trademark Assignment Agreement]

Title	Jurisdiction	App. No	Filing Date	Reg. No.	Reg. Date	Owner
	America					
ACTOWN-ELECTROCOIL	Wisconsin		4/2/14		4/2/14	Power Products, LLC
AMVECO MAGNETICS	Wisconsin		4/2/14		4/2/14	Power Products, LLC
ACTOWN	United States of America	86/289920	5/22/2014	4,625,109	10/21/14	Power Products, LLC
AMVECO	United States of America	86/289927	5/22/2014	4,625,110	10/21/14	Power Products, LLC

[Signature Page to Trademark Assignment Agreement]




Schedule B
to Trademark Assignment

Title	Jurisdiction	App. No	Filing Date	Reg. No.	Reg. Date	Owner
NON-LINEAR LOAD	United States of America	74/390377	05/10/1993	1841545	06/21/1994 (Lapsed)	Power Products, LLC
 NON LINEAR LOAD and design	United States of America	74/389386	05/10/1993	1850590	08/23/1994 (Lapsed)	Power Products, LLC
ACME ELECTRONICS	U.S.	75/936976	03/06/2000	2629847	10/08/2002 (Lapsed)	Acme Electric Corporation (New York)
 TIGHTPAK stylized	U.S.	78/692774	08/15/2005	3123551	08/01/2006 (Lapsed)	Acme Electric Corporation (New York)
 ACME TRANSFORMER and design	Mexico	418520	3/30/2000	685011	1/31/2001 (Lapsed)	

<u>Unregistered Trademark</u>
 ACME ELECTRIC and design
ACME ELECTRIC
ACME UNIVERSITY
AE SERIES
FS SERIES

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005475 FRAME: 0465

<u>Unregistered Trademark</u>	
KOLDWELDING	
POWERWISE	
TA SERIES	
TB SERIES	
TRUE POWER	
	
NON-LINEAR LOAD ISOLATION	
AE/CE SERIES	
CE SERIES	
POWERWISE C3	
SHIELDED FOR CLEANER POWER	
	
ACTOWN and design	
	
AMVECO TOROIDAL POWER PRODUCTS and design	
ACTOWN ENGINEERING	

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