

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334701

<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>
Power Products, LLC		01/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hubbell Power Systems, Inc.		
<b>Street Address:</b>	40 Waterview Drive		
<b>Internal Address:</b>	Mailbox 1000		
<b>City:</b>	Shelton		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06484		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4143118	SILVERTIP	
<b>Registration Number:</b>	1369946	TEC	
<b>Registration Number:</b>	883222	TECO RUPTER	
<b>Registration Number:</b>	4008927	TURNER ELECTRIC	
<b>Registration Number:</b>	971236	TECO-HAMO	
<b>Registration Number:</b>	1264752	MULTI-TRAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-420-2200		
<b>Email:</b>	woodm@dicksteinshapiro.com		
<b>Correspondent Name:</b>	Dickstein Shapiro LLP		
<b>Address Line 1:</b>	1825 Eye Street NW		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	H1717.0011-TMASG		
<b>NAME OF SUBMITTER:</b>	Megan R. Wood		
<b>SIGNATURE:</b>	/MRW/		

OP \$165.00 4143118

**DATE SIGNED:**

03/11/2015

**Total Attachments: 9**

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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 Power Systems, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor and Assignee are parties to the Asset 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

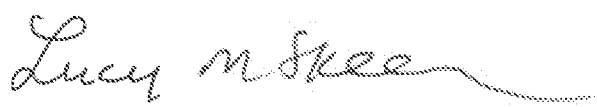
By:   
Name: Adam McMahon  
Title: Chief Financial Officer

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)

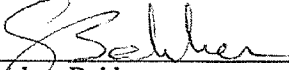


Notary Public

LUCY M. SKEEN  
Notary Public, State of New York  
No. 015K6267571  
Qualified in Kings County  
Commission Expires August 20, 2018

ASSIGNEE:

Hubbell Power Systems, Inc.

By:   
Name: Gerben Bakker  
Title: President

*[Signature Page to Trademark Assignment Agreement]*


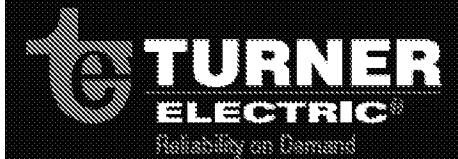


**TRADEMARK**  
**REEL: 005475 FRAME: 0515**

**Schedule A**  
**to Trademark Assignment**

Mark	Application No. – Filing Date	Country	Reg. No. - Issue Date	Current Owner of Record
SILVERTIP & DESIGN	77/914479 – 1/19/2010	USA	4143118 – 5/15/2012	Power Products, LLC (DE)
TE TURNER ELECTRIC (Stylized)	10216873 - 11/22/2011	China	10216873 - 6/28/2013	Actuant China Industries Co. Ltd.
TEC (STYLIZED)	73/537719 - 5/15/1985	USA	1369946	Power Products, LLC (DE)
TECO RUPTER	72/290986 – 2/13/1968	USA	883222 – 12/30/1969	Power Products, LLC (DE)
TURNER ELECTRIC	1086661 - 8/27/2011	China (People's Republic)	G1086661	Power Products, LLC (DE)
TURNER ELECTRIC	1086661 - 4/4/2011	European Community	1086661 - 8/13/2014	Power Products, LLC (DE)
TURNER ELECTRIC	2141769 - 5/9/2011	India		Electrical Holdings LLC
TURNER ELECTRIC	85188991 - 12/2/2010	USA	4008927	Power Products, LLC
TURNER ELECTRIC	1086661 - 3/4/2011	Int'l Registration - Madrid Protocol Only	1086661	Power Products, LLC

**Schedule B**  
**to Trademark Assignment**

Mark	Application No. - Filing Date	Country	Reg. No. - Issue Date	Current Owner of Record
TECO-HAMO	72/437256	USA	971236 (Lapsed)	Power Products, LLC
MULTI-TRAN	73/259505	USA	1264752 (Lapsed)	Electrical Holdings LLC

<u>Unregistered Trademarks</u>
 TEC TURNER ELECTRIC and design
 TEC TURNER ELECTRIC RELIABILITY ON DEMAND and design
TECORUPTER

TURNER TMX
TMX
 DELTA-STAR stylized



Unregistered Trademarks

**TURNER**

**ELECTRIC CORPORATION**

TURNER ELECTRIC CORPORATION stylized

ALUMINUM SWITCH... JAWS OF STEEL.



TEC TURNER ELECTRIC CORPORATION 40  
YEARS OF CUSTOMER SERVICE 1953 - 1993  
stylized

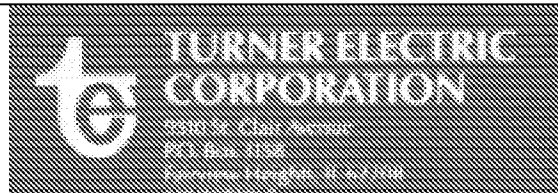
**Actuant**  
ELECTRICAL



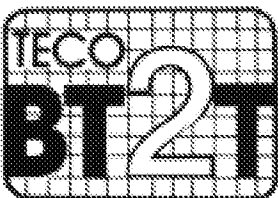
TECO BT 2 stylized

TURNER TYPE BT2

TURNER BT2



TEC TURNER ELECTRIC CORPORATION and  
design



TECO BT2T stylized

TURNER TYPE BT2T

TURNER BT2T

TECO AIR SWITCHES

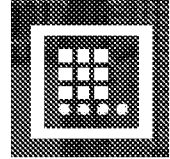
Unregistered Trademarks

TURNER'S SILVERTIP

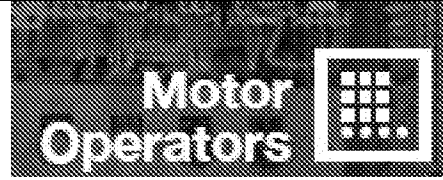
TURNER ELECTRIC'S TECO-RUPTER

TURNER ELECTRIC TRANSFORMER  
MOUNTS

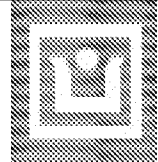
HOOKSTICK SWITCHES



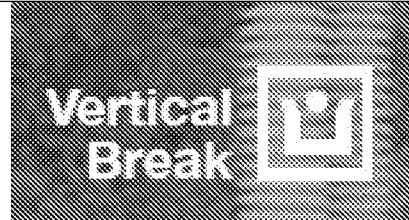
Design



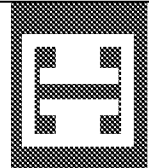
MOTOR OPERATORS and design



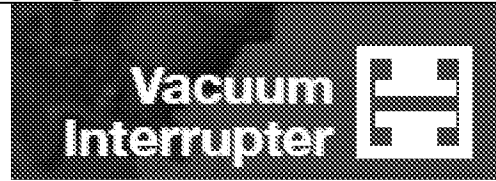
Design



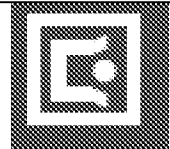
VERTICAL BREAK and design



Design



VACUUM INTERRUPTER and design



Design

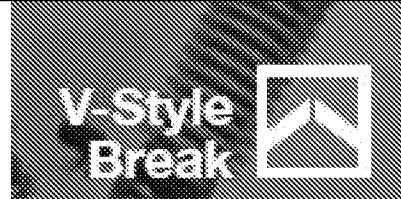
Unregistered Trademarks



SILVERTIP ALUMINUM SIDE BREAK SWITCHES and design



Design



V-STYLE BREAK and design