

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gas Breaker Inc.		08/31/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Burndy LLC		
Street Address:	40 Waterview Drive		
City:	Shelton		
State/Country:	CONNECTICUT		
Postal Code:	06484		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1208119	DONKIN FLOW LIMITOR	
Registration Number:	1230550	UMAC	
Registration Number:	1438032	NO-HOLE SYSTEM "21"	
Registration Number:	1739262	EXCESS FLOW	
Registration Number:	1840099	FLOW MOBILE	
Registration Number:	2019174	QUAKE BREAKER	
Registration Number:	2082334	SHUTS ON THE BREAK, NOT ON THE SHAKE	
Registration Number:	2082335	GAS BREAKER	
Registration Number:	4541654	AUTOCOCK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	475-882-4137		
Email:	ip@hubbell.com		
Correspondent Name:	George M. Macdonald		
Address Line 1:	40 Waterview Drive		
Address Line 4:	Shelton, CONNECTICUT 06484		
ATTORNEY DOCKET NUMBER:	100-130		

CH \$240.00 1208119

NAME OF SUBMITTER:	George M. Macdonald
SIGNATURE:	/George M. Macdonald/
DATE SIGNED:	09/11/2015
Total Attachments: 5 source=Gas Breaker Trademark Assignment#page1.tif source=Gas Breaker Trademark Assignment#page2.tif source=Gas Breaker Trademark Assignment#page3.tif source=Gas Breaker Trademark Assignment#page4.tif source=Gas Breaker Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of September 1, 2015, by GAS BREAKER INC., a Pennsylvania corporation ("*Assignor*") in favor of CONTINENTAL INDUSTRIES DIVISION OF BURNDY LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated as of even date herewith (the "*Purchase Agreement*") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, certain trademarks (the "*Marks*");

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

ASSIGNOR:

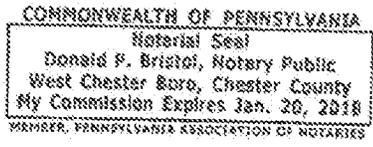
GAS BREAKER, INC.

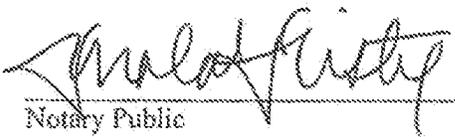
By: 
Name: John B. McGowan, Jr.
Title: Chief Executive Officer

STATE OF Pennsylvania)
) SS:
COUNTY OF Chester)

On this 31 day of Aug. 2015, personally before me came John B. McGowan, Jr. 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)

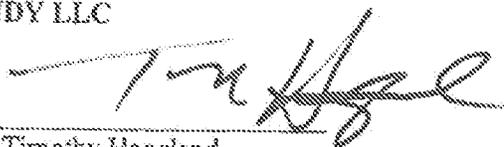



Notary Public

[Signature Page to Trademark Assignment]

ASSIGNEE:

BURNDY LLC

By: 

Name: Timothy Hoagland

Title: Vice President - Continental Industries

[Signature Page to Trademark Assignment]

Schedule A
to Trademark Assignment

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
DONKIN FLOW LIMITOR	USA	73329333	September 23, 1981	1,208,119	September 14, 1982
UMAC	USA	73323546	August 13, 1981	1,230,550	March 8, 1983
NO-HOLE SYSTEM "2I"	USA	73565808	October 29, 1985	1,438,032	April 28, 1987
EXCESS FLOW	USA	74134988	January 31, 1991	1,739,262	December 8, 1992
FLOW MOBILE	USA	74318681	September 29, 1992	1,840,099	June 14, 1994
QUAKE BREAKER	USA	75026966	November 30, 1995	2,019,174	November 26, 1996
SHUTS ON THE BREAK, NOT ON THE SHAKE	USA	75030616	December 11, 1995	2,082,334	July 22, 1997
GAS BREAKER	USA	75030617	December 11, 1995	2,082,335	July 22, 1997
AUTOCOCK	USA	85842839	February 6, 2013	4,541,654	June 3, 2014