

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395608

<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>
Appleton Electric LLC		12/31/2013	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EGS Electrical Group LLC		
<b>Street Address:</b>	1369 Main St East		
<b>City:</b>	Rainsville		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35986		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3287562	ST	
<b>Registration Number:</b>	2164492	UNICODE	
<b>Registration Number:</b>	1921595	CONTENDER	
<b>Registration Number:</b>	1931896	TWINPAK	
<b>Registration Number:</b>	1798680	KWIKO	
<b>Registration Number:</b>	1668975	PROTECT-O-TUBE	
<b>Registration Number:</b>	1029254	STNM	
<b>Registration Number:</b>	1019890	POWERTITE	
<b>Registration Number:</b>	1423670	INTRAGROUND	
<b>Registration Number:</b>	1067140	FORM 35	
<b>Registration Number:</b>	1036650	A	
<b>Registration Number:</b>	0165305	A APPLETON ELECTRIC-PRODUCTS-	
<b>Registration Number:</b>	1011826	SYMBOL OF BETTER PRODUCTS A	
<b>Registration Number:</b>	0943565	V-51	
<b>Registration Number:</b>	0938600	A-51	
<b>Registration Number:</b>	0826374	APPLETON "U-LINE"	
<b>Registration Number:</b>	0617162	"ST"	
<b>Registration Number:</b>	0626834	APPLETON	
<b>Registration Number:</b>	0511571	A	

CH \$515.00 3287562

Property Type	Number	Word Mark
Registration Number:	0501151	UNILETS

**CORRESPONDENCE DATA**

**Fax Number:** 3147267501

*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:** 3147267500

**Email:** JWGrp@hdp.com

**Correspondent Name:** Joseph E. Walsh, Jr.

**Address Line 1:** 7700 Bonhomme Ave.

**Address Line 2:** Suite 400

**Address Line 4:** Saint Louis, MISSOURI 63105

<b>ATTORNEY DOCKET NUMBER:</b>	9675-500199
<b>NAME OF SUBMITTER:</b>	Joseph E. Walsh, Jr.
<b>SIGNATURE:</b>	/Joseph E. Walsh, Jr./
<b>DATE SIGNED:</b>	08/18/2016

**Total Attachments: 6**

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# Acknowledgement of Trademark Assignment

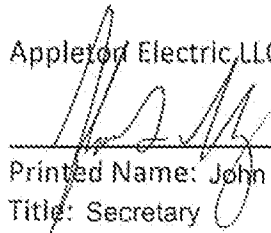
WHEREAS, pursuant to the Distribution and Assumption Agreement dated December 13, 2013, between Appleton Electric LLC and EGS Electrical Group LLC (the "Agreement"), a copy of which is appended hereto as Exhibit 1 (comprising 4 pages), the trademarks listed in the appended Exhibit 2 were transferred from Appleton Electric LLC to EGS Electrical Group LLC.

WHEREAS, the Agreement provided that Appleton Electric LLC and EGS Electrical Group LLC would take all such further actions and execute, acknowledge, and deliver all such further documents as are necessary or useful, to carry into effect the intent and purposes of the Agreement;

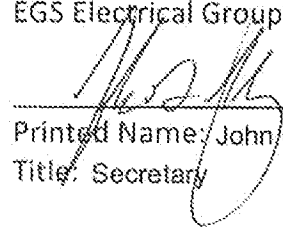
NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, the complete receipt and sufficiency of which are hereby acknowledged, Appleton Electric LLC and EGS Electrical Group LLC agree as follows:

1. As a result of the Agreement, all right, title, and interest in and to the trademarks set forth in Exhibit 2 throughout the world, including any and all common law rights and applications and registrations thereon, the good will associated therewith, and the right to sue for and recover and keep for itself any and all monies or other consideration for all past infringements thereof, were transferred to EGS Electrical Group LLC; and
2. To the extent that the Agreement was ineffective in so doing, Appleton Electric LLC hereby assigns and transfers, effective December 31, 2013, all right, title, and interest in and to the trademarks set forth in Exhibit 2 throughout the world, including any and all common law rights and applications and registrations thereon, the good will associated therewith, and the right to sue and recover and keep for itself any and all monies or other consideration for all past infringements thereof.

Appleton Electric LLC

  
Printed Name: John G. Shively  
Title: Secretary

EGS Electrical Group LLC

  
Printed Name: John G. Shively  
Title: Secretary

WITNESSETH:

## Exhibit 1

### DISTRIBUTION AND ASSUMPTION AGREEMENT

This Distribution and Assumption Agreement (this "Agreement") is entered into as of December 31, 2013 by and between Appleton Electric LLC, a Delaware limited liability company ("Appleton"), and EGS Electrical Group LLC, a Delaware limited liability company ("EGS").

WHEREAS, Appleton desires to distribute and assign to EGS certain assets and liabilities, and EGS desires to assume such assets and liabilities of Appleton.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Appleton and EGS hereby agree as follows:

1. Effective Time. The transactions contemplated herein shall be effective as of December 31, 2013 at 11:59 p.m. (the "Effective Time").

2. Distribution of Rights and Assets. Appleton hereby assigns, transfers, and delivers to EGS all of the right, title, and interest of Appleton in and to the assets set forth on Exhibit A (the "Assigned Assets"). Except for the Assigned Assets, this Agreement does not assign any of the assets of Appleton.

3. Assumption of Obligations. EGS hereby accepts the assignment of the Assigned Assets and hereby expressly assumes the obligations and liabilities of Appleton set forth on Exhibit B (the "Assumed Liabilities"). Except for the Assigned Assets and Assumed Liabilities, EGS does not and shall not assume any asset, right, liability or obligation of Appleton or any of its predecessors or affiliates of any nature whatsoever, known or unknown, contingent or absolute, now existing or hereafter arising.

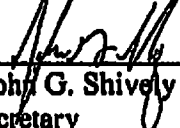
4. Further Assurances. Appleton and EGS agree to take all such further actions and to execute, acknowledge, and deliver all such further documents as are necessary or useful, to carry into effect the intent and purposes of this Agreement.

5. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Appleton and EGS and their respective successors and assigns.

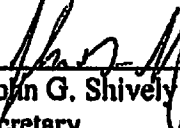
*[The remainder of this page left intentionally blank; signature page follows.]*

**IN WITNESS WHEREOF, Appleton Electric LLC and EGS Electrical Group LLC have executed this Agreement as of the date first written above.**

**APPLETON ELECTRIC LLC**

By:   
Name: John G. Shively  
Title: Secretary

**EGS ELECTRICAL GROUP LLC**

By:   
Name: John G. Shively  
Title: Secretary

## EXHIBIT A

### Assigned Assets

The "Assigned Assets" shall include all assets of Appleton Electric, LLC, except those specifically listed in the Excluded Assets, as defined below.

### Excluded Assets

The "Excluded Assets" shall consist of the following:

Appleton's equity interests in, and any contractual or other arrangements or agreement with respect to, the following five entities:

1. Appleton Electric, S.A. de C.V.
2. Appleton Holding Corp.
3. EGS Participacoes Ltda
4. EGS Mexico S. de R.L. de C.V.
5. EGS Comercializadora Mexico, S. de R.L. de C.V.

**EXHIBIT B**

**Assumed Liabilities**

The "Assumed Liabilities" shall consist of all liabilities reflected on Appleton Electric, LLC's December 31, 2013 balance sheet, and shall exclude the Excluded Liabilities set forth below.

**Excluded Liabilities**

Appleton Electric, LLC will retain all Appleton Electric, LLC liabilities that are not Assumed Liabilities as described above, including, without limitation, any and all liabilities of Appleton Electric, LLC that relate to historical operations of Appleton Electric, LLC or any predecessor in interest prior to the Effective Time.

## Exhibit 2

	Trademark	Application Number	Filing Date	Registration Number
1.	ST	77048769	November 21, 2006	3287962
2.	UNICODE	75112039	May 31, 1996	2164492
3.	CONTENDER	74483797	January 28, 1994	1921595
4.	TWINPAK	74344446	December 30, 1992	1931896
5.	KWIKO	74210717	October 8, 1991	1798680
6.	PROTECT-O-TUBE	74067561	June 11, 1990	1668975
7.	STNM	73050671	April 28, 1975	1029254
8.	POWERTITE	73039022	December 9, 1974	1019890
9.	INTRAGROUND	73562409	October 10, 1985	1423670
10.	FORM 35	73093036	July 12, 1976	1067140
11.	A	73038980	December 9, 1974	1036650
12.	A APPLETON ELECTRIC- PRODUCTS-	71163129	December 7, 1959	0165305
13.	SYMBOL OF BETTER PRODUCTS A	72384653	February 24, 1971	1011826
14.	V-51	72384282	February 19, 1971	0943565
15.	A-51	72384281	February 19, 1971	0938600
16.	APPLETON "U-LINE"	72228603	September 27, 1965	0826374
17.	"ST"	71682226	February 24, 1955	0617162
18.	APPLETON	71664579	April 15, 1954	0626834
19.	A	71526663	July 5, 1947	0511571
20.	UNILETS	71526647	July 5, 1947	0501151

08/18/2016