

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414376

<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>
Windsor Communications, Inc.		01/25/2017	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hubbell Power Systems, Inc.		
<b>Street Address:</b>	40 Waterview Drive		
<b>City:</b>	Shelton		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06484		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1831195	WINDSOR	
<b>Registration Number:</b>	1831177	WINDSOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2027878220		
<b>Email:</b>	joanna.crosby@hklaw.com		
<b>Correspondent Name:</b>	Joanna Crosby		
<b>Address Line 1:</b>	800 17th St NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Joanna D. Crosby		
<b>SIGNATURE:</b>	/joannadcrosby/		
<b>DATE SIGNED:</b>	02/01/2017		
<b>Total Attachments: 4</b>			
source=Tab 6-Exhibit C-2 Trademark Assignment to be filed with the USPTO#page1.tif			
source=Tab 6-Exhibit C-2 Trademark Assignment to be filed with the USPTO#page2.tif			
source=Tab 6-Exhibit C-2 Trademark Assignment to be filed with the USPTO#page3.tif			
source=Tab 6-Exhibit C-2 Trademark Assignment to be filed with the USPTO#page4.tif			

OP \$65.00 1831195

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of January 25, 2017, by WINDSOR COMMUNICATIONS, INC., a Missouri corporation ("Assignor"), in favor of HUBBELL POWER SYSTEMS, INC., a Delaware corporation ("Assignee").

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

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Trademarks;

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 Trademarks, 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 Trademarks.
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 Trademarks. 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.

*[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.

WINDSOR COMMUNICATIONS, INC.

By: Richard L. Roberts  
Name: Richard L. Roberts  
Title: President

STATE OF Missouri )

COUNTY OF Henry ) ss: )

On this 20<sup>th</sup> day of January, 2017, personally before me came Richard Roberts 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 or she executed the same.

(SEAL)

AUSTIN HARDING  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
HENRY COUNTY  
MY COMMISSION EXPIRES 9/3/2018  
COMMISSION # 14829848

Austin Harding  
Notary Public

{Signature page to Trademark Assignment}

Schedule A  
to Trademark Assignment

Mark	App. Date	Reg. No.	Reg. Date
WINDSOR (design mark)	07/19/1993	1831195	04/19/1994
WINDSOR (word mark)	06/28/1993	1831177	04/19/1994