

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advance Engineering Corporation		04/05/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Burndy LLC		
Street Address:	47 East Industrial Park Drive		
City:	Manchester		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03109		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4312089	AEC ADVANCE ENGINEERING CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	2038826774		
<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:	4758824137		
Email:	gmmacdonald@hubbell.com		
Correspondent Name:	George M. Macdonald		
Address Line 1:	40 Waterview Drive		
Address Line 4:	Shelton, CONNECTICUT 06484		
ATTORNEY DOCKET NUMBER:	751-94-AE US		
NAME OF SUBMITTER:	George M. Macdonald		
SIGNATURE:	/George M. Macdonald/		
DATE SIGNED:	04/17/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of April 5th, 2017, by Advance Engineering Corporation, an Illinois corporation ("Advance Engineering") and Perfect Pipe & Supply Corp., an Illinois corporation ("Perfect Pipe" and together with Advance Engineering, "Assignors" and individually, an "Assignor"), in favor of Burndy LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors own 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, Assignors and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, all of their 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, each 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 Assignors 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, this Assignment has been duly executed and delivered by a duly authorized officer of each Assignor as of the date first above written.

SELLERS:

ADVANCE ENGINEERING CORPORATION

By: Thomas J. Brown
Name: Thomas J. Brown
Title: President

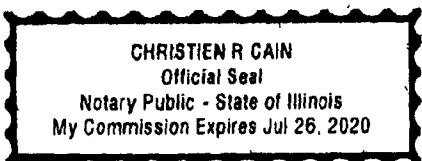
PERFECT PIPE & SUPPLY CORP.

By: Thomas J. Brown
Name: Thomas J. Brown
Title: President

STATE OF Illinois)
) ss:
COUNTY OF DuPage)

On this 4th day of April, 2017, before me personally appeared Thomas J. Brown to me personally known, who, being duly sworn, did say that he executed the foregoing assignment for and on behalf of Advance Engineering Corporation being duly authorized to do so.

(SEAL)

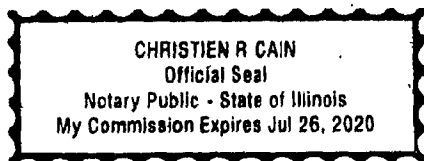


Christien R. Cain
Notary Public

STATE OF Illinois)
) ss:
COUNTY OF DuPage)

On this 4th day of April, 2017, before me personally appeared Thomas J. Brown to me personally known, who, being duly sworn, did say that he executed the foregoing assignment for and on behalf of Perfect Pipe & Supply Corp. being duly authorized to do so.




(SEAL)



Christien R. Cain
Notary Public

Schedule A

Trademarks

Mark	App. Date	Serial No.	Reg. Date	Reg. No.
	June 4, 2012	85642520	April 2, 2013	4312089
	March 24, 2017	87384438		
	Not Registered	Not Registered	Not Registered	Not Registered