

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacsci Motion Control, Inc.		02/22/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Superior Electric Holding Group LLC		
Street Address:	1 Cowles Rd.		
City:	Plainville		
State/Country:	CONNECTICUT		
Postal Code:	06062		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	72050324	5-WAY	
Serial Number:	72004244	LUXTROL	
Serial Number:	72245989	POWERKOTE	
Serial Number:	72245992	POWERSTAT	
Serial Number:	72004241	POWERSTAT	
Serial Number:	72186483	SE	
Serial Number:	86640626	STABILINE	
Serial Number:	73504330	STABILINE	
Serial Number:	72076443	SUPERCON	
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:	4254465596		
Email:	trademarks@fluke.com		
Correspondent Name:	Caldwell A. Camero		
Address Line 1:	6920 Seaway Boulevard		
Address Line 4:	Everett, WASHINGTON 98203		
ATTORNEY DOCKET NUMBER:	PSM to SEHG		

OP \$240.00 72050324

NAME OF SUBMITTER:	Cheryl Whitlock
SIGNATURE:	/Cheryl Whitlock/
DATE SIGNED:	03/21/2018
Total Attachments: 5 source=PacSci Motion Control, Inc. to Superior Electric Holding Group LLC_Assignment #page1.tif source=PacSci Motion Control, Inc. to Superior Electric Holding Group LLC_Assignment #page2.tif source=PacSci Motion Control, Inc. to Superior Electric Holding Group LLC_Assignment #page3.tif source=PacSci Motion Control, Inc. to Superior Electric Holding Group LLC_Assignment #page4.tif source=PacSci Motion Control, Inc. to Superior Electric Holding Group LLC_Assignment #page5.tif	

ASSIGNMENT OF TRADEMARKS

Whereas, PacSci Motion Control, Inc., a Massachusetts corporation having offices and its principal place of business at 1300 North State Street, Marengo, IL 60152, United States (hereinafter "Assignor"), has, either directly or through related entities and/or predecessors in interest, adopted and used in its business and is the owner of the trademarks listed and described in Schedule A (collectively, the "Trademarks" and "Trademark") attached hereto;

Whereas, Superior Electric Holding Group LLC a Delaware limited liability company having offices and its principal place of business at 1 Cowles Rd, Plainville, CT 06062, United States (hereinafter "Assignee"), desires to acquire the entire right, title, and interest in and to the trademarks.

Now Therefore, for good and valuable consideration, receipt of which the Assignee acknowledges, and by signing and delivering this instrument, the Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee and the Assignee accepts all of the Assignor's right, title, and interest in and to the following:

The registered Trademarks and applications for registration of trademarks specifically listed in Schedule A to this Assignment; and

- i. All goodwill associated with the business related to the Trademarks together with all rights to use, license, and otherwise exploit the Trademarks;
 - ii. All income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the Trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any Trademark;
 - iii. All rights in and under the Trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this Assignment; and
 - iv. All rights to sue and recover damages and payments for past, present, and future infringements, dilution, or other violation of any of the Trademarks, including the right to fully and entirely replace the Assignor in all related matters.
2. **Representations and Warranties.** Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Trademarks; the Trademarks are free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Trademarks do not infringe the intellectual property rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Trademarks.
3. **Indemnification.** Assignor agrees to indemnify and hold Assignee harmless from and against any claims arising from breach or alleged breach of its representations, warranties, and obligations set forth herein.

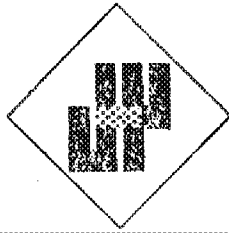
4. **Further Assurances.** Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Trademarks and the vesting of complete and exclusive ownership of the Trademarks in Assignee.
5. **Binding on Successors.** This Assignment will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns.
6. **Governing Law and Jurisdiction.** This Assignment will be governed by, and construed in accordance with, the laws of the state of Washington without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Assignment, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts in Snohomish County, Washington.
7. **Amendment and Waiver.** This Assignment may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Assignment will not operate or be construed as a waiver of any subsequent breach.
8. **Severability.** If any provision of this Assignment is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Assignment.
9. **Entire Agreement.** This Assignment is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

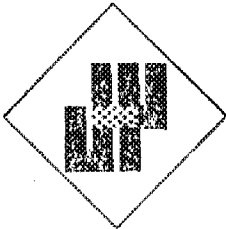
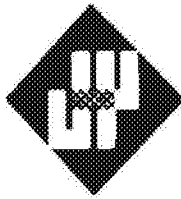
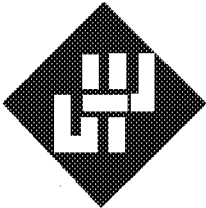
IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed by its duly authorized representatives on the respective dates entered below.

PacSci Motion Control, Inc.
Assignor
 DocuSigned by:
Daniel Kim
 By: _____
 49AEB9B9799145F...
 Printed Name: Daniel B. Kim
 Title: Vice President & Secretary
 Date: 2/8/2018

Superior Electric Holding Group LLC
Assignee
 DocuSigned by:
Jim Eder
 By: _____
 0B0C1DA3C220469...
 Printed Name: James A. Eder
 Title: Vice President
 Date: 2/22/2018

Schedule A

TRADEMARK	DESIGN	JURISDICTION	APP NO.	APP. DATE	REG. NO.	REG. DATE
5-WAY		USPTO	72050324	24-APR-1958	0690481	29-DEC-1959
5-WAY		Canada	312947	06-MAY-1968	TMA161744	21-MAR-1969
LUXTROL		USPTO	72004244	09-MAR-1956	0659537	18-MAR-1958
LUXTROL		Canada	236530	04-JUL-1956	TMA111480	12-SEP-1958
POWERKOTE		USPTO	72245989	18-MAY-1966	0832444	25-JUL-1967
POWERSTAT		USPTO	72245992	18-MAY-1966	0846959	02-APR-1968
POWERSTAT		USPTO	72004241	09-MAR-1956	0635500	09-OCT-1956
POWERSTAT		Canada	236381	22-JUN-1956	TMA105663	25-JAN-1957
POWERSTAT		Mexico			108766	MAY-2002
POWERSTAT		Argentina	2551299	29-OCT-2004	2051693	11-NOV-2005
POWERSTAT		Brazil	608930431	21-AUG-1969	608930431	30-AUG-1983
SE & DESIGN		USPTO	72186483	11-FEB-1964	0781695	15-DEC-1964

SE & DESIGN		Mexico		01-JUL-1985	335331	MAY-2005
SE & DESIGN		Benelux	12847	28-SEP-1971	R 43663	10-APR-2003
SE & DESIGN		Canada	236531	04-JUL-1956	TMA111792	10-OCT-1958
STABILINE		USPTO	86640626	26-MAY-2015	4877631	29-DEC-2015
STABILINE		USPTO	73504330	17-OCT-1984	1339024	04-JUN-1985
STABILINE		Canada	526340	03-AUG-1984	TMA302615	10-MAY-1985
STABILINE		Mexico			111628	JAN-2003
STABILINE		Indonesia	R002012010730	13-JUL-2012		
STABILINE		Indonesia	R002002000995	29-JUL-2002	15547	06-SEP-2004
SUPERCON		USPTO	72076443	24-JUN-1959	0690836	05-JAN-1960
SUPERCON		Canada	261971	24-MAR-1961	TMA124122	27-OCT-1961
SUPERCON		Mexico	151679	07-OCT-1992	444854	22-OCT-1993

DocuSign Envelope ID: 82ADDAFC-8366-45DE-A4D7-194F680A05EB

VOLT-PAC	USPTO	76638802	17-MAY-2005	3115820	18-JUL-2006
----------	-------	----------	-------------	---------	-------------

RECORDED: 03/21/2018

TRADEMARK
REEL: 006301 FRAME: 0234

RECORDED: 03/21/2018

TRADEMARK
REEL: 006301 FRAME: 0234