

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPX Corporation		10/01/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Flash Technology, LLC		
Street Address:	332 Nichol Mill Lane		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4506854	VANGUARD	
Registration Number:	4164668	FLASH TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	2155683439		
<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:	2155643007		
Email:	lgrossberg@bakerlaw.com		
Correspondent Name:	Lesley M. Grossberg		
Address Line 1:	Cira Centre - 12th Floor		
Address Line 2:	2929 Arch St.		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104		
NAME OF SUBMITTER:	Lesley M. Grossberg		
SIGNATURE:	/Lesley M. Grossberg/		
DATE SIGNED:	05/08/2019		
Total Attachments: 11			
source=Assign Agmt#page1.tif			
source=Assign Agmt#page2.tif			
source=Assign Agmt#page3.tif			
source=Assign Agmt#page4.tif			

CH \$65.00 4506854

source=Assign Agmt#page5.tif
source=Assign Agmt#page6.tif
source=Assign Agmt#page7.tif
source=Assign Agmt#page8.tif
source=Assign Agmt#page9.tif
source=Assign Agmt#page10.tif
source=Assign Agmt#page11.tif

CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

This CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of ~~October 1~~, 2013, is between Flash Technology, LLC, a Delaware limited liability company ("Company"), and SPX Corporation, a Delaware corporation ("Member").

RECITALS:

- A. Member operates a separate reporting unit within its *Industrial Products and Services* segment known as "Flash Technology" that has been and is engaged in the Flash Technology Business.
- B. Member desires to contribute the Flash Technology Business and the assets used exclusively in the operation of the Flash Technology Business to Company, subject to the assumption by Company of certain related liabilities and obligations.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Company and Member agree as follows:

1. Definitions.

As used in this Agreement, the following terms shall have the respective meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, including the ability to elect the members of the board of directors or other governing body of a Person, and the terms "controlled" and "controlling" have correlative meanings.

"Assets" means all of the assets, properties and rights owned by Member and used by Member exclusively in the conduct of the Flash Technology Business on the date hereof, including without limitation all of Member's right, title and interest in and to the following assets, if any, used exclusively in its conduct of the Flash Technology Business on the date hereof:

- (a) All notes and accounts receivable;
- (b) All prepaid and similar items, including, without limitation, all prepaid expenses, advance payments, employee travel and expense advances and rent and security deposits;

- (c) All inventories, wherever located, including, without limitation, inventories of raw materials, finished goods, operating supplies, work-in-process, and packaging;
- (d) All owned personal property, including, without limitation, all machinery and equipment, computer equipment and systems, software, materials, furniture, office equipment, cars, trucks and other vehicles;
- (e) All supplier lists and all contracts for the purchase of goods or services, including, without limitation, all open purchase and sales orders as of the date hereof and all such items relating to the purchase of capital assets, products and supplies;
- (f) All customer lists and all contracts for the sale of products, including, without limitation, all open purchase and sales orders as of the date hereof, all agent agreements, and all distribution, dealership and similar arrangements;
- (g) All Contracts, including, without limitation, all leases (whether or not capitalized), licenses, conditional sale or title retention agreements and guarantees;
- (h) All Intellectual Property (including, without limitation, the Mark "Flash Technology"), and the goodwill associated therewith and any licenses relating thereto;
- (i) All Permits to the extent transferable or assignable, including, without limitation, all environmental permits;
- (j) All certifications, proof of product compliance and qualifications granted with respect to products manufactured and/or sold by the Flash Technology Business, including, without limitation, all applications and documentation thereof;
- (k) All claims, causes of action, choses in action, indemnity rights and other rights of recovery and rights of set-off of any kind pertaining exclusively to, and arising exclusively out of, the Flash Technology Business prior to the date hereof;
- (l) All books and records exclusively related to the Flash Technology Business, including, without limitation, all financial, operating, inventory, personnel, payroll, customer, supplier and payor records, referral sources and all sales and promotional literature, correspondence and files;
- (m) All owned real property, including the Flash Technology facility and land located at 332 Nichol Mill Lane, Franklin, Tennessee, and all other land, easements, buildings, improvements, rights of way, fixtures and appurtenances thereto and all such items under construction;
- (n) All leasehold interests in leased real property; and
- (o) All employee lists and records with respect to the Flash Technology Business.

"Assumed Liabilities" means all Liabilities arising out of or relating to the Flash Technology Business (including, without limitation, current, discontinued or terminated assets, operations, activities or product lines of the Flash Technology Business) at, prior to or after the date hereof, including without limitation:

- (a) All Liabilities incurred by Member in the conduct of the Flash Technology Business, whether or not they are accrued on the books and records of Member as of the date hereof, including, without limitation, accounts payable and obligations under any Contracts related to the Flash Technology Business, whether arising before or after the date hereof;
- (b) All Liabilities of Member under any Orders relating to the Flash Technology Business, regardless of when such Liabilities arose;
- (c) All Liabilities arising out of, resulting from or relating to actions, claims, suits, inquiries, proceedings, arbitrations, or investigations, whether founded upon negligence, breach of warranty, strict liability in tort and/or other similar legal theory, seeking compensation or recovery for or relating to injury to a Person or damage to property arising out of a defect or alleged defect of a product of the Flash Technology Business;
- (d) All Liabilities of Member under any Permits included in the Assets or relating to the operation of the Flash Technology Business;
- (e) All Liabilities in respect of warranties to repair, replace or service any products of the Flash Technology Business;
- (f) All Liabilities of Member for any breach or failure to perform any of Member's covenants and agreements contained in, or made pursuant to, any Contract relating to the Assets or the operation of the Flash Technology Business;
- (g) All Liabilities in respect of any unpaid wages, compensation, vacation or sick pay to employees of the Flash Technology Business, including federal, state and local income tax withholding, Social Security tax contributions (by both employer and employee) and unemployment tax contributions with respect to wages and compensation;
- (h) All Liabilities with respect to any workers' compensation claims and long and short term disability claims of employees of the Flash Technology Business;
- (i) All Liabilities with respect to all incurred but not reported claims as well as all reported claims under the health, surgical, dental and other welfare benefit plans covering employees of the Flash Technology Business;
- (j) All Liabilities with respect to all current and former employees of the Flash Technology Business other than the Specified Benefit Liabilities;

- (k) All Liabilities for Taxes other than Income Taxes, arising out of or relating to the conduct of the Flash Technology Business;
- (l) All Liabilities arising out of, resulting from or relating to any violation of any Law, including without limitation any Environmental Laws, by the Flash Technology Business or the operation thereof, or any other Liability of the Flash Technology Business under any Law, including without limitation any Environmental Laws;
- (m) All Liabilities under outstanding guarantees or indemnities of Member with respect to obligations of the Flash Technology Business;
- (n) All Liabilities in the nature of torts, violations of Law or breaches of contract in respect of the Flash Technology Business; and
- (o) All Liabilities of Member with respect to any action, suit, proceeding, arbitration, investigation or inquiry, whether civil, criminal or administrative, to which Member is a party relating to the Assets or the operation of the Flash Technology Business.

“Contract” means any contract, agreement, binding arrangement, commitment, bond, note, indenture, mortgage, debt instrument, license, franchise, lease or other instrument or obligations of any kind, written or oral (including any amendments and other modifications thereto), to which a Person is a party or which is binding upon a Person or any of its assets.

“Environmental Laws” means all Laws relating to the environment, protection of natural resources, the presence, management or Release of, or exposure to, Hazardous Materials, or to human health and safety, including the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), as each has been amended and the regulations promulgated pursuant thereto and all analogous Laws.

“Excluded Assets” means all assets, properties and rights owned or held by Member and not included in the Assets, whether or not relating to the Flash Technology Business, including without limitation, the following:

- (a) Cash and cash equivalents, whether in hand or in transit, certificates of deposit, deposits (other than rent and security deposits) and marketable securities;
- (b) All Intellectual Property not used exclusively in the conduct of the Flash Technology Business, including, without limitation, any rights to the Mark “SPX” or any variant thereof or any rights to use the same or a derivative thereof either alone or in combination with other words;

- (c) Each of the Marks set forth in Schedule 1 attached hereto, including any rights to any variant thereof or any rights to use the same or a derivative thereof either alone or in combination with other words;
- (d) All of Member's corporate minute books and records, stock record books, general ledgers and books of original entry, tax returns and other tax records, reports, data, files, and documents relating to the operation of the Flash Technology Business but which are not divisible or separable from Member's records which are not related to the operation of the Flash Technology Business and any books and records or copies thereof relating to the Flash Technology Business that Member is required to retain pursuant to Law;
- (e) All of Member's right, title and interest in any insurance policies, together with the right to make claims thereunder;
- (f) All amounts prepaid on any insurance policy and any rights to recoveries or refunds under any insurance policy maintained by Member on behalf of the Flash Technology Business prior to the date hereof, including, without limitation, any claims or rights of Member to reserves, unearned premiums or returns or refunds of premiums arising thereunder;
- (g) All assets related to selling, general and administrative services afforded to the Flash Technology Business by Member or its Affiliates, including any site license for the corporate financial reporting system, or held by Member at the corporate level and not used by Member exclusively in the conduct of the Flash Technology Business;
- (h) All assets related to any employee benefit plan sponsored, maintained or contributed to by Member;
- (i) Claims for refunds of Taxes paid by Member (or any predecessor thereof) prior to the date hereof;
- (j) Income Tax assets;
- (k) The capital stock or other equity interests in any of Member's direct or indirect subsidiaries;
- (l) All rights, causes of action and claims that may be asserted against third parties arising out of any of the Excluded Assets, including, without limitation, any rights to reimbursement for damages, fees or expenses; and
- (m) All rights that accrue or will accrue to Member under this Agreement.

"Flash Technology Business" means business of designing, manufacturing, assembling, monitoring, maintaining, repairing and marketing beacon systems utilizing xenon and LED aviation obstruction lights for use on broadcast towers, telecom towers, wind turbines, and other

tall structures requiring obstruction lighting, and including all current, discontinued and terminated assets, operations, activities and product lines of such business.

“Governmental Authority” means any court or tribunal in any jurisdiction (domestic or foreign) or any governmental or regulatory body, agency, department, commission, board, bureau or similar authority or instrumentality (domestic or foreign).

“Hazardous Materials” means any material, substance or waste that is regulated, classified, or otherwise characterized under or pursuant to any Environmental Law as “hazardous,” “toxic,” “pollutant,” “contaminant,” “radioactive,” “dangerous” or words of similar meaning or effect, including petroleum and its by-products, asbestos, polychlorinated biphenyls, radon, mold, urea formaldehyde insulation, chlorofluorocarbons and all other ozone-depleting substances.

“Income Taxes” means all federal, state, local and foreign (a) Taxes that are based on or measured by income (or that include as one of their alternative bases a Tax based on or measured by income), and (b) franchise Taxes.

“Intellectual Property” means all of the following U.S., state and foreign intellectual property: (a) inventions, invention disclosures, discoveries, processes, designs, techniques, developments, technology and related improvements, whether or not patented or patentable; (b) computer programs, software (including source code, object code and executable code form), confidential and proprietary data, databases, and related documentation thereof, together with all translations, adaptations, modifications, derivations, combinations and derivative works thereof; (c) mask works; (d) confidential or proprietary information (including trade secrets, know-how, drawings, specifications, designs, technical information, reports, manufacturing and production processes and techniques, operating procedures, test data and procedures, scheduling procedures, process regimes, customer lists and supplier lists); (e) all copyrightable works, all copyrights and all applications, registrations, renewals and extensions in connection therewith, together with all translations, adaptations, modifications, derivations, combinations and derivative works thereof and all moral rights in any of the foregoing; (f) all patents, patent applications and patent disclosures, together with re-issuances, continuations, continuations in part, divisions, provisionals, revisions, extensions, and reexaminations thereof; (g) Marks; (h) all advertising and promotional materials; and (i) all other proprietary rights now known or hereafter recognized (in whatever form or medium) anywhere in the world, with respect to each of the foregoing, whether or not subject to statutory registration or protection.

“Law” means any law, statute, common law, rule, code, executive order, ordinance, regulation, or published administrative ruling or judgment of any Governmental Authority.

“Liabilities” means any and all debts, liabilities, commitments and obligations, whether or not fixed, contingent or absolute, matured or unmatured, direct or indirect, liquidated or unliquidated, accrued or unaccrued, known or unknown, asserted or unasserted, whether or not required by GAAP to be reflected in financial statements or disclosed in the notes thereto.

“Marks” means trademarks, service marks, trade dress, trade names, logos, corporate names, domain names and all other source identifiers (whether registered or unregistered), and

all registrations and applications for registration thereof (including, but not limited to, all translations, adaptations, derivations and combinations of the foregoing), together with all of the goodwill associated therewith.

“Order” means any orders, rulings, judgments or decrees issued by any Governmental Authority.

“Permit” means permits, licenses and authorizations issued by any Governmental Authority.

“Person” means any individual, corporation, partnership, association, trust, limited liability company or other entity or organization or a Governmental Authority.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migrating into or through the environment.

“Specified Benefit Liabilities” means Liabilities under those employee benefit plans maintained by Member or any of its Affiliates in which both the employees of the Flash Technology Business and other employees of Member participate.

“Taxes” means federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code § 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

2. Contribution.

(a) Member hereby contributes, grants, bargains, sells, conveys, assigns, transfers, sets over and delivers, to Company and its successors and assigns forever, all of Member’s right, title and interest in and to the Assets, wheresoever situated, and all rights of every kind relating thereto, including without limitation all properties, assets, rights, appurtenances and obligations thereto belonging or in any way incident or appertaining thereto, but excluding Member’s right, title, and interest in and to any of the Excluded Assets. Company hereby accepts the foregoing contribution.

(b) Notwithstanding the foregoing, to the extent any Contract constituting an Asset is not capable of being assigned without the consent or waiver of the other party(ies) thereto or any third party (including any Governmental Authority), or if such assignment or attempted assignment would constitute a breach thereof or a violation of any Law or Order, or would trigger a right of termination for the other party(ies) thereto, or would otherwise result in a material adverse effect on Member (or Company as assignee) pursuant to the terms thereof or applicable Law, this Agreement shall not constitute or be deemed to constitute an assignment or an attempted assignment of such Contract. Anything in this Agreement to the contrary notwithstanding, Member is not, and shall not be deemed to, transfer to Company any of its

rights and obligations in and to any such Contract without first having obtained all necessary consents and waivers. If any such consents and waivers are not obtained with respect to any such Contract, this Agreement shall constitute an equitable assignment by Member to Company of all of Member's rights, benefits, title and interest in and to such Contract, to the extent permitted by Law, and Company shall be deemed to be Member's agent (or subcontractor, if permitted) for the purpose of completing, fulfilling and discharging all of Member's rights and liabilities arising under such Contract, and Member shall cooperate with Company in effecting a commercially reasonable arrangement permitted by Law and not inconsistent with such Contract under which Company shall receive all benefits, and pay and perform all Liabilities, arising under such Contract.

3. Assumption of Liabilities. Company hereby assumes and agrees to pay, discharge, and perform when due, and to indemnify, defend and hold harmless Member and its Affiliates from and against, all Assumed Liabilities (including, without limitation, any attempt, whether or not meritorious, by any third party to impose responsibility on Member or any of its Affiliates for any Assumed Liability).

4. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to agreements made and to be performed wholly within such jurisdiction.

5. Disclaimer. MEMBER MAKES NO WARRANTY, EXPRESS OR IMPLIED. IN ANY EVENT MEMBER MAKES NO WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR QUALITY, AS TO THE ASSETS, OR ANY PART THEREOF, OR AS TO THE CONDITION OR WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, IT BEING UNDERSTOOD THAT THE ASSETS ARE TO BE CONVEYED HEREUNDER "AS IS WHERE IS" ON THE DATE HEREOF, AND IN THEIR PRESENT CONDITION, AND COMPANY SHALL RELY UPON ITS OWN EXAMINATION THEREOF.

6. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any Party.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same agreement.

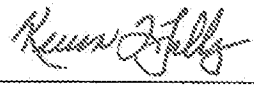
8. Benefit of the Agreement. This Agreement shall be binding upon and inure to the benefit of and is enforceable by the parties hereto and their respective successors and permitted assigns. This Agreement shall not be construed so as to confer any right or benefit upon any Person, other than the parties hereto and their respective successors and permitted assigns.

[signature page follows]

IN WITNESS WHEREOF, Company and Member have caused this Contribution, Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the date first written above.

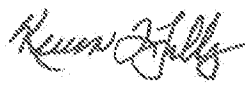
MEMBER:

SPX CORPORATION

By: 
Name: Kevin Lilly
Title: Sr. Vice President, Secretary
and General Counsel

COMPANY:

FLASH TECHNOLOGY, LLC

By: 
Name: Kevin Lilly
Title: VP and Secretary

**Schedule 1
Excluded Marks**

Attached.