

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558494

<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>
UNIFIED INDUSTRIES INC.		12/31/2019	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MAGNETEK, INC.		
<b>Street Address:</b>	N49 W13650 Campbell Drive		
<b>City:</b>	Menomonee Falls		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53051		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73278586	UI	
<b>Serial Number:</b>	87327679	UNIFIED	
<b>Serial Number:</b>	87211632	UNI-LIFE TRACK	
<b>Serial Number:</b>	88590833	PROPATH	
<b>Serial Number:</b>	88676109	PROPATH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5854543968		
<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>	5859872800		
<b>Email:</b>	trademarks@woodsoviatt.com		
<b>Correspondent Name:</b>	Dennis B. Danella, Esq.		
<b>Address Line 1:</b>	Woods Oviatt Gilman LLP		
<b>Address Line 2:</b>	1900 Bausch & Lomb Place		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>NAME OF SUBMITTER:</b>	Dennis B. Danella, Esq.		
<b>SIGNATURE:</b>	/Dennis B. Danella/		
<b>DATE SIGNED:</b>	01/22/2020		
<b>Total Attachments: 4</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Trademark Assignment"), dated as of December 31, 2019, is made by **UNIFIED INDUSTRIES INC.**, a Michigan corporation ("Unified"), in favor of **MAGNETEK, INC.**, a Delaware corporation ("Magnetek"), the recipient of certain assets of Unified pursuant to an Agreement and Plan of Merger between Unified and Magnetek, dated as of December 16, 2019 (the "Agreement and Plan of Merger").

**WHEREAS**, pursuant to the terms of the Agreement and Plan of Merger, effective as of 11:59 p.m. on December 31, 2019 Unified has conveyed, transferred, and assigned to Magnetek, among other assets, certain intellectual property of Unified, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

**NOW THEREFORE**, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Unified hereby irrevocably conveys, transfers, and assigns to Magnetek all of Unified's right, title, and interest in and to the following:

(a) all common law, state, and federal trademarks, whether registered or unregistered, including, but not limited to, the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Unified accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Unified hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Magnetek. Following the date hereof, Unified shall take such steps and actions, and provide such cooperation and assistance to Magnetek and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits,

declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Magnetek, or any assignee or successor thereto.

3. Terms of the Agreement and Plan of Merger. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Agreement and Plan of Merger, to which reference is made for a further statement of the rights and obligations of Unified and Magnetek with respect to the Assigned Trademarks. Any covenants and agreements contained in the Agreement and Plan of Merger shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and Plan of Merger and the terms hereof, the terms of the Agreement and Plan of Merger shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, and by facsimile or portable document format (pdf), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument notwithstanding that any parties are not signatories to each counterpart.


5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. The validity and construction of this Trademark Assignment shall be governed and construed and enforced in accordance with the internal laws (and not the choice of law rules) of the State of Delaware.


*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first above written.

UNIFIED INDUSTRIES INC.

By:   
Name: Alan S. Korman  
Title: Corporate Secretary

MAGNETEK INC.

By:   
Name: Alan S. Korman  
Title: Corporate Secretary

Trademark Assignment Agreement Signature Page

**SCHEDULE 1**  
**ASSIGNED TRADEMARKS**

<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Country</b>
UI (and design)	73/278,586	1,174,858	US
UNIFIED	87/327,679	5,280,630	US
UNI-LIFE TRACK	87/211,632	5,356,302	US
PROPATH	88/590,833	N/A	US
PROPATH (and design)	88/676,109	N/A	US