

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 01/01/2009 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Eaton Electrical IDT Inc. | | 11/28/2008 | CORPORATION: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Eaton Corporation | | |
| Street Address: | 1111 Superior Avenue | | |
| City: | Cleveland | | |
| State/Country: | OHIO | | |
| Postal Code: | 44114 | | |
| Entity Type: | CORPORATION: OHIO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1561994 | PANELMATE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (216)479-7015 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 216-523-4131 | | |
| Email: | danielskalka@eaton.com | | |
| Correspondent Name: | Daniel S. Kalka | | |
| Address Line 1: | 1111 Superior Avenue | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| NAME OF SUBMITTER: | Daniel S. Kalka | | |
| Signature: | /Daniel S. Kalka/ | | |
| Date: | 09/21/2009 | | |

CH \$40.00 1561994

Total Attachments: 2

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AGREEMENT OF MERGER

This Agreement of Merger ("Merger Agreement") is made this ~~28th~~ day of November, 2008, by and between, Eaton Corporation, an Ohio corporation (the "Surviving Corporation" and sometimes hereinafter referred to as the "Company") and Eaton Electrical IDF Inc., an Ohio corporation (the "Merged Corporation").

WHEREAS, the respective Board of Directors of the Surviving Corporation and the Merged Corporation deem it advisable and in the best interest of the parties hereto that the Merged Corporation be merged into the Surviving Corporation under the laws of the State of Ohio provided therefor pursuant to Section 1701.78 of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements herein contained, the parties hereto agree to merge upon the terms and conditions below stated:

1. The parties hereto agree that the Merged Corporation will be merged into the Surviving Corporation (the "Merger").

2. The mode of carrying the Merger into effect will be as follows:

(a) At the Effective Time (as defined below), each share of common stock of the Merged Corporation issued and outstanding immediately prior to the Effective Time will, by virtue of the Merger and without any action on the part of the Surviving Corporation, be cancelled and retired and will cease to exist, and the Surviving Corporation will thereafter cease to have any rights with respect to such shares.

(b) At the Effective Time, each issued and outstanding share of common stock of the Surviving Corporation shall remain outstanding and unchanged as a result of the Merger.

(c) The Merger will become effective on January 1, 2009 at 12:01 a.m. eastern daylight time (the "Effective Time").

(d) Upon the Effective Time of the Merger, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Corporation shall be transferred to, vested in, and devolved upon, the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and the Merged Corporation shall be the property of the Surviving Corporation as they were of the Surviving Corporation and the Merged Corporation, respectively. The Merged Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Merged Corporation acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the interest and purposes hereof and the proper officers and

directors of the Merged Corporation and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

3. The Articles of Incorporation of the Surviving Corporation, as in effect on the date of the Merger provided for in this Merger Agreement, shall continue in full force and effect as the Articles of Incorporation of the corporation surviving the Merger.

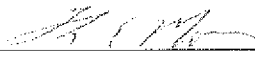
4. The Regulations of the Surviving Corporation as they shall exist on the Effective Date of this Merger shall be and remain the Regulations of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

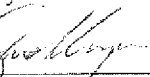
5. The Officers and Directors of the Surviving Corporation shall continue in office until the next annual meeting of Shareholders and Directors and until their successors shall have been elected and qualified.

6. The respective Boards of Directors of the constituent corporations a party hereto shall have the power in their discretion to abandon the Merger provided for herein prior to the filing of the Certificate of Merger or other appropriate certificate with the office of the Ohio Secretary of State.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed hereto by their officers, duly authorized by their respective Boards of Directors.

EATON CORPORATION
(Surviving Corporation)

By: 
Thomas E. Moran, Senior Vice President
and Secretary

By: 
Ken D. Semelsberger, Senior Vice President-
Corporate Development and Treasury

EATON ELECTRICAL IDT INC.
(Merged Corporation)

By:
Thomas E. Moran, Vice President and Secretary

By:
Ken D. Semelsberger, Vice President and
Treasurer