

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emerson Electric Co.		09/12/2011	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Backer EHP Inc.		
Street Address:	4700 John Bragg Highway		
City:	Murfreesboro		
State/Country:	TENNESSEE		
Postal Code:	37127		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	72258864	ADAPT-O-FLANGE	
Serial Number:	72217325	ADAPT-O-MATIC	
CORRESPONDENCE DATA			
Fax Number:	(312)980-0728		
Phone:	312-269-8000		
Email:	mhall@ngelaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Thomas E. Williams		
Address Line 1:	Two North LaSalle Street, Suite 1700		
Address Line 2:	Attn: Patent Administrator		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	023528.0002		
NAME OF SUBMITTER:	Thomas E. Williams		
Signature:	/Thomas E. Williams/		

CH \$65.00 72258864

Date:

10/08/2011

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made by Emerson Electric Co., a Missouri corporation ("*Assignor*"), in favor of Backer EHP Inc., a Delaware corporation ("*Assignee*"), to be effective on September 12, 2011.

WHEREAS, Assignor owns common law trademarks, registered trademarks, and trademark registrations primarily for and in connection with the Business (as that term is defined in that certain Asset Purchase Agreement, as identified below), including the registered trademarks and trademark registrations set forth on Exhibit A hereto (all of the foregoing defined as the "*Trademarks*", but excluding the excluded marks set forth on Disclosure Schedule 2.2(i) of the Asset Purchase Agreement).

WHEREAS, pursuant to the Asset Purchase Agreement between Assignor, Assignee, EMR Holdings Inc., Emerson Electric Overseas Finance Corp., NIBE Industrier AB (publ.), Backer BHV AB and SHEL-NIBE Manufacturing Company Limited, dated as of August 15, 2011 (the "*Asset Purchase Agreement*"), Assignor has sold to Assignee substantially all of its assets, properties, rights and interests relating to the Business, including all its right, title and interest in the Trademarks in the United States and throughout the world.

NOW, THEREFORE, in consideration and for promises and covenants set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to assign and hereby assigns, transfers, and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest throughout the world, in, to and under the Trademarks, including without limitation:

- (i) all trademark registrations corresponding to the Trademarks,
- (ii) all common law rights in the Trademarks; and
- (iii) any goodwill associated with and symbolized by the Trademarks;

including, but not limited to:

- (i) the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights in which such applications are entitled under international conventions, treaties, or otherwise;
- (ii) the right to further assign and/or to license any and all right, title and interest in the Trademarks; and
- (iii) the right to sue for and collect all damages for past infringement of the Trademarks by any third party.

Assignor hereby authorizes and requests the Commissioner of Trademark of the United States, and any official of any other country or countries foreign to the United States whose duty it is to record trademark assignments and issue trademark registrations, to record Assignee as the owner of the Trademarks and to issue all registrations for said Trademarks to Assignee, for the sole use and enjoyment of Assignee, its successors, legal representatives and assigns.

Assignor further agrees to execute and deliver to Assignee, without further consideration but at Assignee's expense, any and all additional documents and perform any further acts necessary to vest in Assignee, its successors and assigns, the rights hereby conveyed.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Trademark Assignment is executed on September 6, 2011.

EMERSON ELECTRIC CO.
(Assignor)

By: [Signature]
Name: Robert M. Levy
Title: Vice President - Development

Acknowledged and Accepted:
BACKER EHP INC.
(Assignee)

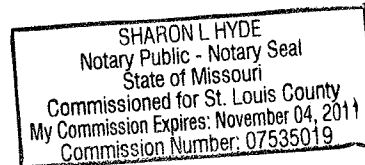
By: _____
Name: Christer Fredriksson
Title: President

STATE OF Missouri
COUNTY OF St. Louis

On September 6, 2011, before me personally came the above-named Robert M. Levy, Vice President - Development of Emerson Electric Co., to me personally known as the individual who executed the foregoing Trademark Assignment, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

[Signature]
Notary Public

Name: Sharon L. Hyde
My Commission Expires: 11/4/2011



(SEAL)

Exhibit A

Country Class(es)	Application No. Filing Date	Registration No. Registration Date
USA 34 Int.	72/258864 17-Nov-1966	0831058 27-Jun-1967
Mark: ADAPT-O-FLANGE		
USA 09 Int.	72/217325 26-Apr-1965	0817316 25-Oct-1966
Mark: ADAPT-O-MATIC		
Canada Wares Natl	887885 19-Aug-1998	TMA556899 25-Jan-2002
Mark: HEATFLO		