

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2844868

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ACTUANT CORPORATION	07/31/2013
RECEIVING PARTY DATA		
Name:	ACTUANT ELECTRICAL, INC.	
Street Address:	160 GREENTREE DRIVE	
Internal Address:	SUITE 101	
City:	DOVER	
State/Country:	DELAWARE	
Postal Code:	19904	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29472102
CORRESPONDENCE DATA		
Fax Number:	(414)277-0656	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	414-271-6560	
Email:	mkeipdocket@michaelbest.com	
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP	
Address Line 1:	100 E WISCONSIN AVE	
Address Line 2:	SUITE 3300	
Address Line 4:	MILWAUKEE, WISCONSIN 53202	
ATTORNEY DOCKET NUMBER:	206765-9002-US00	
NAME OF SUBMITTER:	EDWARD R. LAWSON JR.	
SIGNATURE:	/edward r. lawson jr./	
DATE SIGNED:	05/07/2014	
Total Attachments: 2		
source=15010025_Contribution_Agreement_Actuant_Corporation_to_Actuant_Electrical,_Inc._-29472102#page1.tif		
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CONTRIBUTION AGREEMENT AND BILL OF TRANSFER

THIS AGREEMENT ("Agreement") is made as of the 31st day of July, 2013 ("Effective Date") by and between Actuant Corporation, a Wisconsin corporation ("Transferor"), and Actuant Electrical, Inc., a New York corporation ("Transferee").

WHEREAS, Transferor desires to transfer and assign to Transferee and Transferee wishes to assume and accept from Transferor, for the consideration and upon the terms and conditions set forth herein, certain Intangible Assets (as defined below) of Transferor relating to Transferor's electrical, marine and solar businesses (collectively, "Transferred Business").

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. **Definitions.** When used in this Agreement, Intangible Assets shall mean all of the intangible assets owned or used by Transferor primarily in the Transferred Business, including but not limited to know-how, operating methods and procedures, intellectual property, proprietary information, processes, technical knowledge, formulae, advertising formats, logos, goodwill, advertising and promotional rights existing as of July 31, 2013.
2. **Transfer.** Transferor does hereby sell, assign, transfer and deliver to Transferee the Intangible Assets set forth on Exhibits 1 and 2 attached to this Agreement and Transferee hereby accepts such transfer of Intangible Assets.
3. **Representation and Warranty.** Transferor represents and warrants that at the time of execution and delivery of this Agreement: (a) Transferor owns good and marketable title to the Intangible Assets, free and clear of all claims, restrictions, or encumbrances, (b) Transferor is free to convey the Intangible Assets, and (c) Transferor is hereby conveying the Intangible Assets to Transferee.
4. **Cooperation.** Transferee and Transferor agree to cooperate with each other in the preparation and filing of any required forms or documents in connection with the transfer of the Intangible Assets.
5. **No Reliance.** Except for any permitted assigns, no third party is entitled to rely on any of the representations, warranties or agreements of Transferee or Transferor contained in this Agreement.
6. **Power of Attorney.** Transferor hereby appoints Transferee, its successors or assigns, the true and lawful attorney of Transferor with full power of substitution, for the benefit and at the expense of Transferee, to institute and prosecute all proceedings which Transferee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any of the Intangible Assets, to defend or compromise any and all actions, suits or proceedings in respect of any of the Intangible Assets, and to do all such acts and things in relation thereto as Transferee shall deem advisable. Transferor acknowledges that the foregoing power shall be irrevocable by Transferor in any manner or for any reason. Transferee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing power, including any amounts payable as interest in respect thereto.
7. **Amendment.** This Agreement may only be amended by a written instrument signed by Transferor and Transferee.
8. **Governing Law.** This Agreement shall be governed by the internal laws of the State of Wisconsin.
9. **Taxes.** Transferor shall pay all transfer, sales, use and other taxes of any kind or nature which result from the contribution of the Intangible Assets pursuant to this Agreement.
10. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names as of the date set forth above.

ACTUANT CORPORATION

By: 
Andrew G. Lampereur, Vice President

ACTUANT ELECTRICAL, INC.

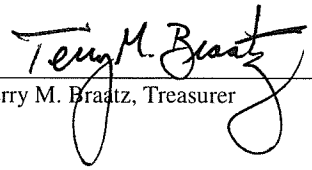
By: 
Terry M. Braatz, Treasurer

Exhibit 1

Patents Being Transferred

Title	Application Number	Filing Date	Patent Number	Issue Date	Country
Battery Switch	29/472,102	11/8/2013			US

Trademarks Being Transferred

Redacted