

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2844873

|   |                              |                       |
|---|------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT               |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                   |                       |
| <b>CONVEYING PARTY DATA</b>   |                              |                       |
|   | <b>Name</b>                  | <b>Execution Date</b> |
|   | ACTUANT ELECTRICAL, INC.     | 08/01/2013            |
| <b>RECEIVING PARTY DATA</b>   |                              |                       |
| <b>Name:</b>  | ELECTRICAL HOLDINGS LLC      |                       |
| <b>Street Address:</b>  | 160 GREENTREE DRIVE          |                       |
| <b>Internal Address:</b>  | SUITE 101                    |                       |
| <b>City:</b>  | DOVER                        |                       |
| <b>State/Country:</b>   | DELAWARE                     |                       |
| <b>Postal Code:</b>   | 19904                        |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                              |                       |
|   | <b>Property Type</b>         | <b>Number</b>         |
|   | Application Number:          | 29472102              |
| <b>CORRESPONDENCE DATA</b>  |                              |                       |
| <b>Fax Number:</b>  | (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> |                              |                       |
| <b>Phone:</b>   | 414-271-6560                 |                       |
| <b>Email:</b>   | mkeipdocket@michaelbest.com  |                       |
| <b>Correspondent Name:</b>  | MICHAEL BEST & FRIEDRICH LLP |                       |
| <b>Address Line 1:</b>  | 100 E WISCONSIN AVE          |                       |
| <b>Address Line 2:</b>  | SUITE 3300                   |                       |
| <b>Address Line 4:</b>  | MILWAUKEE, WISCONSIN 53202   |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 206765-9002-US00             |                       |
| <b>NAME OF SUBMITTER:</b>   | EDWARD R. LAWSON JR.         |                       |
| <b>SIGNATURE:</b>   | /edward r. lawson jr./       |                       |
| <b>DATE SIGNED:</b>   | 05/07/2014                   |                       |
| <b>Total Attachments: 7</b>   |                              |                       |
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PATENT



## CONTRIBUTION AGREEMENT AND BILL OF TRANSFER

**THIS AGREEMENT** ("Agreement") is made effective as of the 1<sup>st</sup> day of August, 2013 ("Effective Date") by and between Actuant Electrical, Inc., a New York corporation ("Transferor"), and Electrical Holdings LLC, a Delaware limited liability company ("Transferee").

**WHEREAS**, Transferor desires to transfer and assign to Transferee and Transferee desires to assume and accept from Transferor, for the consideration and upon the terms and conditions set forth herein, certain of the assets, properties, rights, liabilities and obligations of Transferor used exclusively in Transferor's electrical, marine and solar businesses operated under the brand names Acme Electric, Del City, Gardner Bender, Marinco Power Products, Marinco, Sperry, Guest, Ancor, BEP (US) and Turner Electric (collectively, the "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, the following terms shall have the meanings specified below:

(a) Accounts. Accounts shall mean Transferor's accounts receivable as of August 1, 2013 exclusively related to the Transferred Business, as set forth in the summary in Exhibit (1).

(b) Contracts. Contracts shall mean Transferor's contracts, agreements and leases as of August 1, 2013 exclusively related to the Transferred Business.

(c) Fixed Assets. Fixed Assets shall mean the machinery, equipment, supplies, furniture, fixtures and tooling owned by Transferor as of August 1, 2013 and exclusively related to the Transferred Business, as set forth in the summary in Exhibit (1).

(d) Intangible Assets. Intangible Assets shall mean the Transferor's rights in the following to the extent owned or licensed by Transferor and used exclusively in the Transferred Business: know-how, operating methods and procedures, processes, advertising formats, logos, goodwill, and advertising and promotional rights, in each case, existing as of August 1, 2013 and those patents and trademarks set forth on Exhibit (2) hereof, but, for the avoidance of doubt, shall not include the name "Actuant" or any derivation thereof or marks used in connection therewith.

(e) Inventory. Inventory shall mean all of Transferor's inventories of raw materials and supplies, work in process, and finished goods as of August 1, 2013 and exclusively used in the Transferred Business, as set forth in the summary in Exhibit (1).

(f) Records. Records shall mean such books, documents and records owned and used by Transferor exclusively in the conduct of the Transferred Business as of August 1,

2013, including personnel, medical, accounting records, correspondence, governmentally required records, manuals, engineering data, designs, drawings, and other written materials.

(g) Liabilities. Liabilities shall mean all of Transferor's liabilities and obligations relating to the Transferred Business, including those set forth in the summary in Exhibit (1), and excluding those set forth in Exhibit (3).

2. Transfer and Assumption. Transferor does hereby sell, assign, transfer and deliver to Transferee the following assets ("Transferred Assets"):

- (a) Accounts;
- (b) Contracts;
- (c) Fixed Assets;
- (d) Intangible Assets;
- (e) Inventory; and
- (f) Records.

3. Acceptance and Assumption. Transferee hereby assumes and agrees to discharge, pay and satisfy all of the Liabilities and agrees to perform in accordance with and be bound by all of the terms and obligations under the Contracts. Transferee shall hold Transferor and its affiliates harmless from and indemnify Transferor from all losses suffered by Transferor and its affiliates arising from or relating to Transferee's failure to comply with this Section 3 or otherwise relating to the Liabilities.

TRANSFEROR TRANSFERS AND TRANSFEE ACCEPTS THE TRANSFERRED ASSETS PURSUANT TO THIS AGREEMENT ON AN AS-IS-WHEREAS BASIS AND TRANSFEROR AND ITS AFFILIATES EXPLICITLY DO NOT MAKE OR PROVIDE AND THE TRANSFEE HEREBY WAIVES, ANY WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE TRANSFERRED ASSETS, THE TRANSFERRED BUSINESS OR THE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY AND SAMPLES, OR CONDITION OF THE TRANSFERRED ASSETS OR THE TRANSFERRED BUSINESS OR ANY PART THEREOF.

4. Cooperation. Transferee and Transferor agree to reasonably cooperate with each other in the preparation and filing of any required forms or documents in connection with the consummation of the transaction contemplated hereby. If the assignment of any of the Contracts or any claim or right or any benefit arising thereunder or resulting therefrom, without the consent of a third party, would constitute a breach thereof and if such consent is not obtained as of the Effective Date, then this Agreement shall not constitute an assignment or an agreement to assign any such Contract and, for a period of one (1) year after the Effective Date, Transferor shall use its commercially reasonable efforts to cooperate with Transferee in order to allow Transferee to perform the obligations under such Contract and in turn to provide Transferee with the benefits

under such Contract from and after the Effective Date. It is understood and agreed that, notwithstanding anything to the contrary in the foregoing, so long as Transferor uses its commercially reasonable efforts to cooperate with Transferee as contemplated by this Section 4, Transferor will not have any liability or obligation to Transferee if any consent is not obtained or if Transferee is not able to obtain the benefits referred to above. From and after the Effective Date, Transferee shall perform all obligations pursuant to all Contracts and be responsible for all liabilities with respect thereto regardless of any limitations on assignment or assumption thereof and shall indemnify and hold harmless Transferor with respect to any losses or liabilities under any such Contract.

5. No Reliance. No third party is entitled to rely on any of the agreements of Transferee or Transferor contained in this Agreement.

6. Final Reconciliation. Transferor and Transferee each acknowledge that as of August 1, 2013, the values attributable to certain Transferred Assets may be subject to minor adjustments. As such, the parties agree that the Transferor shall determine a final reconciliation of all values as soon as possible, but in no event, later than ninety (90) days after the Effective Date of this Agreement, which shall be final and binding on the parties.

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 and construed in accordance with the domestic laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

9. Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) the state and federal courts located in Milwaukee, Wisconsin, for the purposes of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby ("Proceedings"). Each party agrees to commence any Proceeding either in the state or federal courts located in Milwaukee, Wisconsin. Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in Milwaukee, Wisconsin with respect to any matters to which it has submitted to jurisdiction in this Section 9. Each party irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of this Agreement or the transactions contemplated hereby in the state and federal courts located in Milwaukee, Wisconsin, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

10. Waiver of Jury Trial Right. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING. Each party hereby (a) certifies that no representative, agent or attorney of the other has represented, expressly or otherwise, that the other would not, in the event of a Proceeding, seek to enforce the foregoing

waiver and (b) acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this paragraph.

11. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

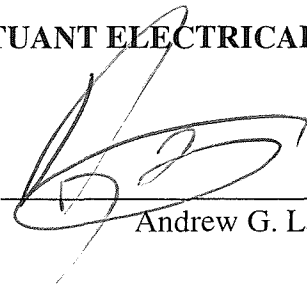
12. Assignment. No party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

13. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

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

**ACTUANT ELECTRICAL, INC.**

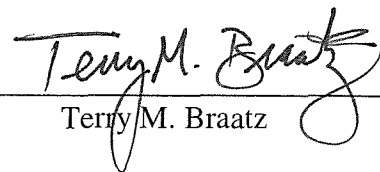
By: \_\_\_\_\_



Andrew G. Lampereur

**ELECTRICAL HOLDINGS LLC**

By: \_\_\_\_\_



Terry M. Braatz

## Exhibit 1

### Assets and Liabilities transferred to Electrical Holdings LLC

|                             |   |
|-----------------------------|---|
| Cash                        |   |
| Accounts receivable, net    |   |
| Inventory                   |   |
| Prepaid expenses            |   |
| PP&E, net                   |   |
| Goodwill & intangibles, net |   |
| Other assets                | - |
| Total assets                |   |
|                             |   |
| Accounts payable            |   |
| Accrued liabilities         |   |
| Debt                        |   |
| Other liabilities           |   |
| Total liabilities           |   |

**Exhibit 2**

**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



## Exhibit 3

### Intercompany Receivables and Liabilities Not Transferred to Electrical Holdings LLC

Intercompany Receivables

[REDACTED]

Intercompnay Short Term Loan

[REDACTED]

Intercompany Long Term Debt

[REDACTED]