

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAHCO HYDRAUTO AB		01/15/1992	CORPORATION: SWEDEN
RECEIVING PARTY DATA			
Name:	Vickers, Incorporated		
Street Address:	3000 Strayer		
City:	Toledo		
State/Country:	OHIO		
Postal Code:	43537		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1400928	VALVISTOR	
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:	03/21/2006		

Total Attachments: 5
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ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT is entered into this 15th day of January, 1992 by and among VICKERS, INCORPORATED, a Delaware corporation with its principal place of business at 3000 Strayer, Toledo, Ohio U.S.A. ("Vickers"), BAHCO-HYDRAUTO AB, a Swedish corporation with its principal place of business at Skelleftea, Sweden ("Bahco-Hydrauto"), VALVTECH AB, a Swedish corporation with its principal place of business at Skelleftea, Sweden ("Valvtech"), and Dr. Bo Andersson, an individual residing at Junistigen 10, S-93152 Skelleftea, Sweden ("Andersson").

Valvtech as Licensor and Bahco-Hydrauto as Licensee have entered into a License Agreement dated 3 January 1986, as amended 13 December 1989 (the "License Agreement"), pursuant to which Valvtech granted Bahco-Hydrauto an exclusive worldwide license under the Invention described in the License Agreement to manufacture and sell products incorporating such Invention. An exact copy of the License Agreement, as amended, is attached to this Agreement as Exhibit A-1, and an English translation of the License Agreement, as amended, is attached to this Agreement as Exhibit A-2. Bahco-Hydrauto wishes to assign to Vickers all Bahco-Hydrauto's right, title and interest in and to the License Agreement, and Vickers wishes to accept such assignment and to assume all Bahco-Hydrauto's obligations under the License Agreement. Under Section 13 of the License Agreement, Bahco-Hydrauto can effect such assignment only with the consent of Valvtech, and Valvtech has agreed to consent to such assignment subject to the terms and conditions of this Agreement. Andersson is the sole shareholder of Valvtech, and has also agreed individually to consent to such assignment.

In the course of developing for manufacture and sale the Invention covered by the License Agreement, Bahco-Hydrauto has developed a substantial amount of proprietary information, including but not limited to know-how, drawings, customer lists and market information. Bahco-Hydrauto has named the Invention covered by the License Agreement and the related know-how and technology the "Valvistor" technology, and has registered "Valvistor" as a trademark in Sweden, England, the U.S.A., Germany, France and Japan. In connection with its transfer of the License Agreement to Vickers, Bahco-Hydrauto wishes to sell and transfer to Vickers all of Bahco-Hydrauto's related technology, know-how, drawings, customer lists and market information, including but not limited to the "Valvistor" name and trademark.

Accordingly, in consideration of the mutual covenants and agreements contained in this Agreement, and intending to be legally bound, Bahco-Hydrauto, Vickers, Valvtech and Andersson agree as follows:

1. BAHCO-HYDRAUTO'S REPRESENTATIONS AND WARRANTIES. Bahco-Hydrauto represents and warrants to Vickers as follows:

1.1 Attached to this Agreement as Exhibit A-1 is a true, correct and complete copy of the License Agreement as amended. Attached to this Agreement

as Exhibit A-2 is an English translation of the License Agreement, as amended, which is to the best of Bahco-Hydrauto's information and belief true, correct and complete.

1.2 The License Agreement is in effect and constitutes a binding obligation of the respective parties enforceable in accordance with its terms and, except for the consent of Valvtech AB, does not require any consent of any third party for its assignment and transfer to Vickers. Bahco-Hydrauto has in all respects performed all obligations required to be performed by it, and neither Bahco-Hydrauto nor Valvtech is in default, under the License Agreement.

1.3 Valvtech has sole title to the Invention described in the License Agreement. Other than Valvtech and Bahco-Hydrauto, no person, firm or corporation has any right, title or interest in or to the Invention covered by the License Agreement.

1.4 Attached to this Agreement as Exhibit 1.4 is a list of all the patents and patent applications which as of the date of this Agreement comprise the Invention as defined in the License Agreement or improvements of the Invention which are covered by the License Agreement. Assignment of the License Agreement to Vickers pursuant to the terms of this Agreement will confer upon Vickers the exclusive right to use all of the patents and patent applications listed in Exhibit 1.4 in accordance with the terms of the License Agreement and this Agreement. Such patents and patent applications are all of the patents and patent applications required to practice the Valvistor technology as practiced by Bahco-Hydrauto prior to the date of this Agreement.

1.5 With respect to the License Agreement:

(a) There are no known or suspected infringements of the patents covered by the License Agreement of which either Valvtech or Bahco-Hydrauto has notified the other pursuant to Section 6 of the License Agreement. However, Vickers is aware of Hitachi's patents and patent applications listed in Exhibit 1.5(a) to this Agreement.

(b) The minimum royalty payable by the Licensee to the Licensor under the License Agreement for 1982 was 300,000 Swedish kronor, and since 1982 such minimum royalty has been adjusted for increases in the Swedish Producer Price Index PPI 38 and 3841 as required by Section 10 of the License Agreement. Such minimum royalty has been paid through December 31, 1991. Licensee has not given Licensor notice pursuant to Section 9 of the License Agreement that no minimum royalty will be paid for any year for which the License Agreement has been in effect.

(c) Attached as Exhibit 1.5(c) is a list and description of all sublicense agreements granted under Section 13 of the License Agreement. As of the date of this Agreement, notice of termination of the development agreement between Bahco-Hydrauto and Hitachi has been given and after the effective date of such termination on March 1, 1992 such agreement will have no further force or effect, and will impose no continuing obligations on Bahco-Hydrauto or Vickers as assignee of Bahco-Hydrauto.

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1.6 Bahco-Hydrauto is a corporation duly organized, validly existing and in good standing under the laws of Sweden. Bahco-Hydrauto has the corporate power to own or lease its properties and to carry on the business it is now and has been conducting.

1.7. The execution, delivery and performance by Bahco-Hydrauto of this Agreement and the consummation by Bahco-Hydrauto of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Bahco-Hydrauto. This Agreement has been duly and validly executed and delivered by Bahco-Hydrauto and constitutes the valid and binding obligation of Bahco-Hydrauto, enforceable in accordance with its terms.

1.8 Bahco-Hydrauto agrees promptly after the date of this Agreement to transfer to Valvtech any of the patents and patent applications listed on Exhibit 1.4 which are registered in Bahco-Hydrauto's name.

2. ASSIGNMENT AND ASSUMPTION. Effective on the date of this Agreement, Bahco-Hydrauto assigns to Vickers all of Bahco-Hydrauto's rights and obligations under and pursuant to the License Agreement, and Vickers assumes all of Bahco-Hydrauto's obligations under the License Agreement.

3. TRANSFER OF VALVISTOR TECHNOLOGY AND TRADEMARK. Effective on the date of this Agreement, Bahco-Hydrauto sells and transfers to Vickers all of Bahco-Hydrauto's right, title and interest in and to the "Valvistor" technology, including but not limited to know-how, drawings, customer lists and market information and the "Valvistor" name and trademark.

4. CONSIDERATION. In consideration of the assignment to Vickers of the License Agreement pursuant to the terms of this Agreement, and the sale and transfer of the "Valvistor" technology, Vickers shall pay Bahco-Hydrauto United States Dollars Five Hundred Seventy-Five Thousand (\$575,000) in two installments as follows: Vickers shall pay Bahco-Hydrauto Two Hundred Seventy-Five Thousand Dollars (\$275,000) on the date of this Agreement and shall pay Bahco-Hydrauto Three Hundred Thousand Dollars (\$300,000), without interest, on December 1, 1992. Both such payment shall be made by wire transfer of immediately available funds to Bahco-Hydrauto's bank account number 6265393163741 at Handelsbanken, Nygatan 49, S-93100 Skelleftea, Sweden.

5. SUBLICENSE. Effective on the date of this Agreement, Vickers grants to Bahco-Hydrauto a fully-paid, non-exclusive license (with no right to sublicense) under the License Agreement and the Valvistor technology to make Valvistor products and to sell such products for the purpose of supplying Bahco-Hydrauto's existing customers with new products for a period of three (3) years commencing with the date of this Agreement and for the purpose of supplying the owners of Valvistor products sold by Bahco-Hydrauto with spare parts for a period of ten (10) years commencing with the date of this Agreement.

6. CONSENT. Valvtech and Andersson consent to the consummation of the transactions described in this Agreement, including without limitation the


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transfer of the License Agreement from Bahco-Hydrauto to Vickers and the assignment by Bahco-Hydrauto to Vickers and the assumption by Vickers of all of Bahco-Hydrauto's obligations under the License Agreement. Andersson agrees promptly after the date of this Agreement to transfer to Valvtech any of the patents and patent applications listed on Exhibit 1.4 which are registered in his name.

7. FURTHER ASSURANCES. From time to time after the date of this Agreement, each party shall promptly execute and deliver to the other parties such other instruments and documents and generally will do all acts and things reasonably necessary or appropriate to further this Agreement and to consummate the transactions contemplated by this Agreement, including but not limited to documents necessary in any country to transfer the "Valvistor" name and trademark to Vickers.

8. MISCELLANEOUS.

8.1 Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by first class registered mail, return receipt requested:

(a) If to Bahco-Hydrauto:

Bahco-Hydrauto AB
Box 801
S-93128 Skelleftea
Sweden

Attn.: Olov Larsson

(b) If to Vickers:

Vickers, Incorporated
3000 Strayer
Maumee, Ohio 43537

Attention: Group Vice President
Commercial Fluid Power

(c) If to Valvtech:

Valvtech AB
Junistigen 10
S-93152 Skelleftea
Sweden

(d) If to Andersson:

Bo Andersson
Junistigen 10
S-93152 Skelleftea
Sweden

or to such other person or address as may from time to time be designated in writing.

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8.2 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements concerning the subject matter.

8.3 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement or any rights hereunder may not be assigned by either Bahco-Hydrauto or Vickers without the prior written consent of the other.

8.4 This Agreement may not be modified or amended except by an instrument in writing signed by the parties.

8.5 No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

8.6 The paragraph captions are for convenience only and shall not be construed in interpreting this Agreement. The English language version of this Agreement shall be the official version, and any Swedish language translation is for information only.

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

Attest:

James M. Oatford

Attest:

[Signature]

Attest:

[Signature]

[Signature]
Witness

VICKERS, INCORPORATED

by *[Signature]*

BAHCO-HYDRAUTO AB

by *[Signature]*

VALVTECH AB

by *[Signature]*

[Signature]
Bo Andersson

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[Handwritten initials]