

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Monarch Industries Limited		09/04/2007	CORPORATION: MANITOBA
RECEIVING PARTY DATA			
Name:	Franklin Electric Canada Inc.		
Street Address:	400 E. Spring St.		
Internal Address:	c/o Franklin Electric Co., Inc.		
City:	Bluffton		
State/Country:	INDIANA		
Postal Code:	46714		
Entity Type:	CORPORATION: BRUNSWICK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1691366	RED LION	
Registration Number:	2747750	WATER HORSE	
Registration Number:	1315446	RED LION	
CORRESPONDENCE DATA			
Fax Number:	(312)258-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	16787-0121		
NAME OF SUBMITTER:	Chris L. Bollinger		

CH \$90.00 1691366

Signature:

/Chris L. Bollinger/

Date:

09/21/2007

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK ASSETS

WHEREAS, Monarch Industries Limited, a Manitoba corporation ("Assignor"), and Franklin Electric Canada Inc., a New Brunswick corporation ("Assignee"), among others, have entered into a purchase agreement dated August 28, 2007 (the "Purchase Agreement"); and

WHEREAS, under the Purchase Agreement, Assignor agreed to convey to Assignee, all right, title and interest in and to the Acquired Assets (as that term is defined in the Purchase Agreement); and

WHEREAS, Assignor owns all right, title and interest in and to the U.S. and Canadian trademark registrations and applications therefor listed in Schedule A hereto that comprise part of the Acquired Assets (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Trademarks, and Assignor has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and other valuable and legally sufficient consideration acknowledged by Assignor to have been received in full:

1. Assignor does hereby sell, convey, assign and transfer to Assignee its entire right, title and interest in, to and under all Trademarks, together with the goodwill of the business symbolized by such Trademarks, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Trademarks, these rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment.

3. Assignor hereby covenants that it will, at its expense, file all documents and take all actions reasonably necessary to explicitly abandon Canadian trademark registration UCA 24,224 for MONARCH & DESIGN.

4. The terms and covenants of this Assignment shall inure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its respective heirs, legal representatives and assigns.

5. Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in Assignee's name.

6. Nothing in this assignment shall alter any liability or obligation of the Assignor or Assignee arising under the Purchase Agreement.

[Remainder of page intentionally left blank. Signature page follows]

IN TESTIMONY WHEREOF, the undersigned has executed this Assignment effective as of Sept 4, 2007.

Monarch Industries Limited

By: _____

Name: GENE DUNN
Title: PRESIDENT & CEO

PROVINCE OF MANITOBA)
) SS
)

On this 4 th day of September, 2007, GENE DUNN, being personally known to me, appeared before me, a Notary Public in and for the Province of Manitoba aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he/she signed and delivered the foregoing instrument as the free and voluntary act of said corporation, all pursuant to authority given by the Board of Directors of said corporation.

SUBSCRIBED and SWORN TO
before me this 4 th day of September, 2007

Notary Public

SCHEDULE A
(1 Page)

CANADIAN TRADEMARKS AND APPLICATIONS

Trademark	Registration No.	Registration Date
JET KING	265,185	18-Dec-1981
PROFESSIONAL SERIES	491,891	25-Mar-1998
RED LION	299,149	11-Jan-1985
WATER HORSE	556,342	11-Jan-2002
WATER HORSE	571,337	27-Nov-2002
WELL KING	264,505	27-Nov-1981

UNITED STATES TRADEMARKS AND APPLICATIONS

Trademark	Registration No.	Registration Date
RED LION	1,691,366	09-Jun-1992
WATER HORSE	2,747,750	05-Aug-2003
RED LION	1,315,446	22-Jan-1985