

04-20-2000

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Atty Docket No. 38087/190950

101327671

To the Assistant Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Rocol Group LimitedAdditional names(s) of conveying party(ies) attached ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other: _____

Execution Date: 30 November 1999

2. Name and address of receiving party(ies)
Name: Illinois Tool Works Inc.

Internal Address _____

Street Address: 3600 West Lake Avenue

City: Glenview State: Illinois Zip: 60025

Additional names(s) & address(es) attached? ☐ Yes ☒ No

4. Application numbers(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)
29/091754B. Patent No.(s)
D402669Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John S. Pratt
 Internal Address: Kilpatrick Stockton LLP
 Suite 2800
 Street Address: 1100 Peachtree Street
 City: Atlanta State: GA Zip 30309-4530

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

☒ Enclosed The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0855.

☐ Authorized to be charged to deposit account

8. Deposit account number:

11-0855

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael J. Turton, Reg. No. 40,852

Name of Person Signing

Signature

3-6-00
Date

Total number of pages including cover sheet, attachments, and document:

8

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Main documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

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DATED 30 November 1999

ROCOL GROUP LIMITED

- and -

ILLINOIS TOOL WORKS INC.

**ASSIGNMENT OF CERTAIN
INTELLECTUAL PROPERTY RELATING
TO THE Rocol GROUP LIMITED**

GARRETTS

Abbots House
Abbey Street
Reading RG1 3BD
Tel: 0118 949 0000
Fax: 0118 949 0049
Ref: CDE/EJB

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THIS ASSIGNMENT is made on the day of 1999
BETWEEN:

- (1) **ROCOL GROUP LIMITED** (Company number 222152) whose registered office is at PO Box 87 Queensway, Morristach, Swansea, SAS 4YE (the "Assignor"); and
- (2) **ILLINOIS TOOL WORKS INC.** a company incorporated in the State of Delaware, USA whose registered office is at 3600 West Lake Avenue, Glenview, Illinois 60025, USA (the "Assignee").

RECITALS:

- (A) The Assignor is the owner of certain Intellectual Property (as hereinafter defined).
- (B) The Assignor and Assignee are both members of the Illinois Tool Works Inc. group of companies.
- (C) As part of a rationalisation of certain businesses in the UK, it has been agreed that the Assignor shall assign to the Assignee all its rights, title and interest in and to the Intellectual Property on the terms set out in this Assignment.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment (including the Recitals and Appendices) the following words have the meanings stated:

"Effective Date"	shall mean 1 December 1999;
"Intellectual Property"	shall mean all the registered and unregistered intellectual property rights (including applications for registration) owned by the Assignor including (but not limited to) the patents listed in Appendix A, trade marks, design rights and copyright

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owned by the Assignor but excluding any Soft Intangible Property;

"Products"

shall mean products designed and manufactured utilising the patents listed in Appendix A

"Soft Intangible Property"

shall mean any customer based information, knowledge, know-how and trade data related to the manufacture and sale of the Products including all associated goodwill and customer lists to the extent that any such property is owned by the Assignor.

- 1.2 The Appendices and the Recitals form part of this Assignment.
- 1.3 Clause and Appendix headings are for information only and shall not affect the construction of this Assignment.
- 1.4 References to Clauses, Appendices, Recitals and parties in this Assignment are, unless otherwise stated, to clauses of and appendices, recitals and parties to this Assignment.

2 ASSIGNMENT

- 2.1 The Assignor **HEREBY ASSIGNS** to the Assignee with full title guarantee free from all liens, charges, options, encumbrances with effect from the Effective Date all the right, title and interest in the Intellectual Property together with all common law rights connected thereto and together with all the rights of action, powers, benefits and immunities belonging to the same wherever in the world, including the right to sue for and obtain damages and other relief in respect of any act of infringement and other causes of action (whether past present or future) of or relating to the Intellectual Property or any of them or the violation of any common law rights connected with the Intellectual Property or any of them **TO HOLD** the same unto the Assignee absolutely.
- 2.2 The consideration for such assignment shall be the fair market value of the Intellectual Property, which shall be satisfied as follows:

2.2.1 by the payment of £1.00 in cash on the execution of this Assignment; and

2.2.2 by the payment of the balance (if any) of the fair market value within 14 days after the determination of the same by the parties.

The fair market value shall be determined by agreement between the parties no later than six months after the Effective Date and, upon the written demand of the Assignor in default of such agreement, shall be determined by reference to such experts as the Assignor may select.

3 WARRANTIES

The Assignor hereby warrants to the Assignee that it is the sole and absolute legal and beneficial owner of the Intellectual Property and has full capacity to enter into and carry out the provisions of this Assignment.

4 FURTHER ASSURANCE

Upon and after the Effective Date the Assignor shall (at the request of the Assignee) do and execute all other necessary acts, deeds and documents and things as may be reasonably required for effectively vesting title to the Intellectual Property in the Assignee and, pending the doing and executing of such acts, deeds, documents and things the Assignor shall hold such Intellectual Property on trust for the Assignee.

5 INDEMNITY

The Assignor shall indemnify the Assignee against all or any loss, damages and costs sustained by the Assignee arising out of any breach by the Assignor of any of its warranties and at the request of the Assignee it shall provide all such reasonable assistance as the Assignee may request to enable the Assignee to resist any action, claims or proceedings brought against the Assignee as a consequence of any such breach.

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6 COUNTERPARTS

This Assignment may be executed in any number of counterparts by the parties each of which, when executed and delivered, shall constitute an original but all such counterparts together shall constitute one and the same instrument.

7 NOTICES

All notices, consents, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given or delivered as provided herein if delivered personally or mailed by registered or recorded delivery, with first class postage to the parties at the address noted on the face of this Agreement or to such other address as either party shall notify to the other in writing. If notice is so air-mailed, it shall be deemed delivered five (5) days after mailing.

8 GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Signed by *END PROBERT*

on behalf of

ROCOL GROUP LIMITED

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Signed by Thomas W. Buckman
VP Patents & Technology

on behalf of

ILLINOIS TOOL WORKS INC.

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**APPENDIX A
PATENTS**

Case Number	Title	Country and Official Number	Property date Renewal date Expiry date	Proprietor status
DE-02-2282	D-18 Easyline Instant	Australia 133617	04/07/1997 04/07/2003 04/07/2013	Rocol Group Limited Record Registered
DE-02-2291	D-18 Easyline Instant	Benelux 28567-00	03/07/1997 03/07/2002 03/07/2012	Rocol Group Limited Record registered
DE-02-2292	D-18 Easyline Instant	Denmark 0348/1998	04/07/1997 04/07/2002 04/07/2012	Rocol Group Limited Record registered
DE-02-2301	D-18 Easyline Instant	France 973875	03/07/1997 03/07/2022 03/07/2047	Rocol Group Limited Record registered
DE-02-2222	D-18 Easyline Instant	GB 2062232	07/01/1997 07/01/2002 07/01/2022	Rocol Group Limited Record registered
DE-02-2302	D-18 Easyline Instant	Germany M970641S.7	04/07/1997 04/07/2002 04/07/2017	Rocol Group Limited Record registered
DE-02-2310	D-18 Easyline Instant	USA D402669	15/12/1998 15/12/2012	Rocol Group Limited Record registered
DE-02-2372	D-21 Pacer MK II	Australia 2325/1998	31/07/1998	Rocol Group Limited Record application
DE-02-2381	D-21 Pacer	Benelux	03/08/1998	Rocol Group Limited

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Case Number	Title	Country and Official Number	Property date Renewal date <u>Expiry date</u>	Proprietor status
	MK II	30169-00	03/08/2003 <u>03/08/2013</u>	Record registered
DE-02-2382	D-21 Pacer MK II	Denmark 0481/1999	05/08/1998 05/08/2003 <u>05/08/2013</u>	Rocol Group Limited Record registered
DE-02-2391	D-21 Pacer MK II	France 984497	30/07/1993 30/07/2023 <u>30/07/2048</u>	Rocol Group Limited Record registered
DE-02-2332	D-21 Pacer MK II	GB 2072305	06/02/1998 06/02/2003 <u>06/02/2023</u>	Rocol Group Limited Record registered
DE-02-2392	D-21 Pacer MK II	Germany 49808166.4	31/07/1998 31/07/2003 <u>31/07/2018</u>	Rocol Group Limited Record registered
DE-02-2401	D-21 Pacer MK II	USA 29/091754	05/08/1998	Rocol Group Limited Record application
FP-08-0513	893 Easyline Compact	European 0880623	07/01/1997 07/01/2000 <u>07/01/2017</u>	Rocol Group Limited Record application
BP-08-1083	893 Easyline Compact	GB 2310234	14/02/1996 14/02/2000 <u>14/02/2016</u>	Rocol Group Limited Record registered

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TOTAL 9.08

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