

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Ingersoll-Rand Company | 09/02/2009 |
| RECEIVING PARTY DATA | |
| Name: | EXEL Industries |
| Street Address: | 500 N Dearborn Street ste 200 |
| Internal Address: | c/ Henry Krasnow |
| City: | chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60654 |
| PROPERTY NUMBERS Total: 6 | |
| Property Type | Number |
| Patent Number: | 5893490 |
| Patent Number: | 5979794 |
| Patent Number: | 2289923 |
| Patent Number: | 6457356 |
| Patent Number: | 5312016 |
| Patent Number: | 5487781 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)755-5720 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
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| NAME OF SUBMITTER: | Karin Prangley |

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Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION OF PATENTS

This ASSIGNMENT AND ASSUMPTION OF PATENTS is made this 2 day of September, 2009, by and between Ingersoll-Rand Company, a company organized under the laws of the State of New Jersey, ("Assignor"), and Exel Industries a company organized under the laws of France ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset and Stock Purchase Agreement, dated as June 22, 2009 (as amended, supplemented or otherwise modified from time to time, "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the patents and patent applications listed on Schedule A hereto, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof (collectively, the "Assigned Patents"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Patents with the United States Patent and Trademark Office, and other offices, agencies and registrars in other applicable jurisdictions.

NOW THEREFORE, in consideration of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definitions. For purposes of this Assignment and Assumption of Patents, capitalized terms shall have the meaning set forth in the body of this Assignment and Assumption of Patents or in the Purchase Agreement.
2. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all of its right, title and interest in and to the Assigned Patents. The foregoing assignment of the Assigned Patents includes the exclusive rights to (a) apply for and maintain all registrations, issuances, renewals and or extensions thereof, (b) bring actions or otherwise recover for past, present and future infringements thereof, (c) grant licenses or other interests therein, (d) receive all income royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (e) all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto.
3. No Third Party Beneficiaries. Nothing in this Assignment and Assumption of Patents, express or implied, is intended to or shall confer upon any other Person or Persons (including, without limitation, any employee or collective bargaining representatives thereof) any rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment and Assumption of Patents.
4. Further Assurances. Assignor shall provide to Assignee, its successors, assigns or other legal

representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation) as may be reasonably required to implement, record or perfect this Assignment and Assignee's interest in and to the Patents.

5. Binding Effect; Assignment. This Assignment and Assumption of Patents shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors (whether by operation of law or otherwise) and assigns.

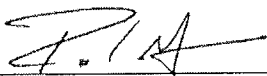
6. Governing Law. This Assignment and Assumption of Patents, including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Patents to be executed as of the date first written above by their respective officers thereunto duly authorized.

INGERSOLL-RAND COMPANY

By: 

Name: Robert I. Mack

Title: VP, Business Development

EXEL INDUSTRIES

By: 

Name: John Patey

Title: President

SCHEDULE A
ASSIGNED PATENTS

| Country | Docket Number | Description | Patent Number | Issued Date | Expiration Date |
|---------------|---------------|---|---------------|-------------|-----------------|
| United States | 3556-IR-JP | Hose Mount for Robot Arm Dispenser System | 5,893,490 | 4/13/99 | 1/27/17 |
| United States | 3555-IR-JP | Two-Part Stream Dispensing for High Viscosity Materials | 5,979,794 | 11/9/99 | 5/13/17 |
| Canada | 3555-IR-JP-CA | Two-Part Stream Dispensing for High Viscosity Materials | 2289923 | 7/20/04 | 5/12/18 |
| United States | 4047-IR-JP | Fluid Level Measurement for Piston Pump Elevator | 6,457,356 | 10/1/02 | 12/10/19 |
| United States | 3554-IR-JP | Mastic Applicator System | 5,312,016 | 5/17/94 | 11/4/12 |
| United States | 3553-IR-JP | Mastic Applicator System | 5,487,781 | 1/30/96 | 5/17/14 |