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TO BRETT M. TOLPIN COMPANY: 11 S. LASALLE STREET

### PATENT ASSIGNMENT

Electronic Version v1.1 10/18/2010 Stylesheet Version v1.1 501322677

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

Corrective Assignment to correct the Assignee: !TW LIMITED previously recorded on Reel 024358 Frame 0751. Assignor(s) hereby confirms the Assignee: !!ilmois Too! Works Inc...

### **CONVEYING PARTY DATA**

1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Name	Execution Date
Illinois Tool Works Inc.	01/05/2010

### RECEIVING PARTY DATA

Name:	ITW LIMITED
Street Address:	Admiral House, St. Leonrd's Road
Internal Address:	Windsar
City:	Bershire
State/Country:	UNITED KINGDOM
Postal Code:	SL43BL

### PROPERTY NUMBERS Total: 1

Property Type	Number		
Application Number:	12306271		

## CORRESPONDENCE DATA

Fax Number: (312)803-9602

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: docket@tolplnlaw.com

Correspondent Name: Brett M. Tolpin

Address Line 1: 11 S. LaSalle Street

Address Line 2: Suite 2900

Address Line 4: Chicago, ILLINOIS 60803

ATTORNEY DOCKET NUMBER: ITW-ACQ09022

NAME OF SUBMITTER: | Brett M. Tolpin

Total Attachments: 28

Tolpin & Partners, PC

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BRETT M. TOLPIN COMPANY: 11 S. LASALLE STREET

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> > **PATENT**

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TO: THOMAS W. TOLPIN COMPANY: 11 S. LASALLE STREET

## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1 05/11/2010 501172401

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## CONVEYING PARTY DATA

Name	Execution Date
Imperial Chemical Industries Limited	01/05/2010

### RECEIVING PARTY DATA

Name:	Illinois Tool Works Inc.	
Street Address:	3800 West Lake Avenue	
City:	Glenview	
State/Country:	ILLINOIS	
Postal Code:	80026-1215	<del></del>

## PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	5234887
Patent Number:	5100861
Patent Number:	5095002
Patent Number:	5264410
Patent Number:	5300474
Palent Number:	5389597
Patent Number:	5476831
Patent Number:	5372988
Patent Number:	5510313
Patent Number:	5700755
Patent Number;	5700756
Patent Number:	5691273
Patent Number:	5786297
Patent Number:	5877111
Patent Number:	5693766

**PATENT** 

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TO: THOMAS W. TOLPIN COMPANY: 11 S. LASALLE STREET

Patent Number:	5783518	
Patent Number:	6197726	
Patent Number:	6063872	
Patent Number:	6894002	
Patent Number:	7028092	
Patent Number:	6778200	
Patent Number:	7286150	
Application Number:	12306271	

### **CORRESPONDENCE DATA**

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docket@tolpinlaw.com Thomas W. Tolpin

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Suite 2900

Address Line 4:

Chicago, ILLINOIS 60603

ITW-ACQ-09022

NAME OF SUBMITTER:	Thomas W. Tolpin			
Total Attachments: 18				
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DATED 5 January 2010.

(1) EVOLIS SA

- and -

(2) IMPERIAL CHEMICAL INDUSTRIES LIMITED

- and -

(3) ITW LIMITED

NOVATION AGREEMENT

PATENT REEL: 025218 FRAME: 0920

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PATENT REEL: 025218 FRAME: 0921 THIS DEED is made on



5 m January 2010

#### BETWEEN

- (1) EVOLIS SA, a company incorporated in France whose principal place of business is at 14, avenue de la Fontaine, ZI Angers - Beaucouze 49070 Beaucouze, France ("Evolis");
- IMPERIAL CHEMICAL INDUSTRIES LIMITED, a company incorporated and (2) registered in England and Wales with number 00218019 which has its registered office at 26th Floor, Portland House, Bressenden Place, London SW1E 5BG ("ICF"); and
- ITW LIMITED, a company incorporated and registered in England and Wales with number **(3)** 00559693 which has its registered office at Admiral House, St Leonard's Road, Windsor, Berkshire SL4 3BL ("ITW").

### BACKGROUND

- Evolis and ICI entered into an exclusive supply agreement on 1 January 2009 ("Agreement"). A.
- ICI wishes to be released and discharged from all of its obligations and liabilities under the В. Agreement and Evolis has agreed to release and discharge ICI from its obligations under the Agreement provided that ITW undertakes to perform the obligations of ICI under the Agreement 5th January 2010 and be bound by the terms of the Agreement in place of IC1 from Date").

### THIS DEED WITNESSES as follows:

#### 1. NOVATION

- 1.1 In consideration of Evolis consenting to the novation by ICI to ITW of all rights, obligations and liabilities of ICI under the Agreement, ITW undertakes with Evolis to observe and perform all undertakings, covenants and obligations on the part of ICI to be observed and performed pursuant to the Agreement from the Effective Date.
- 1.2 In consideration of the release by ICI of the obligations of Evolis under the Agreement pursuant to clause 1.3, Evolis hereby:
  - releases and discharges ICI from the performance and observance of all and any undertakings or obligations on the part of ICI under the Agreement; and

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- 1.2.2 accepts the liability of ITW under the Agreement from the Effective Date in lieu of the liability of ICI in every way as if ITW were named in the Agreement in place of ICI from the Effective Date.
- 1.3 In consideration of the release by Evolis of the obligations of ICI under the Agreement pursuant to clause 1.2 and the substitution of ITW in place of ICI from the Effective Date, ICI releases and discharges Evolis from the performance and observance of all and any undertakings or obligations on the part of Evolis contained in the Agreement to ICI, provided nothing in this clause 1.3 shall effect any obligations or liabilities which Evolis may owe to ITW under the Agreement with effect from the Effective Date.
- 1.4 Save as expressly varied by this deed, the Agreement shall continue in full force and effect in accordance with their terms.

### 2. CONSENT

- 2.1 Evolis hereby consents to the assignment by ICI to ITW of all of its rights and interest in those patents or applications which are registered or applied for in the joint names of ICI and Evolis and are listed in the schedule to this deed, together with all patents or patent applications in ICI's name (either solely or jointly with Evolis or any other party) which are based on, claim priority from or are equivalent to any such patents or applications.
- 2.2 iTW shall not manufacture directly or indirectly a patented dyesheet for use in any current or future Evolis products without the prior consent of Evolis.
- 2.3 Evolis shall be permitted to grant a licence without the consent of ITW (and without the consent of any financial counterparty) if:
  - 2.3.1 ITW does not supply Evolis with patented dyesheet; or
  - 2.3.2 ITW is in material breach of any patented dyesheet supply agreement between Evolis and ITW in terms of quality; or
  - 2.3.3 ITW is in material breach of any patented dyesheet supply agreement between Evolis and ITW in terms of quantity; or

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2.3.4 ITW is in material breach of any patented dyesheet supply agreement between Evolis and ITW in terms of pricing.

### PROVIDED THAT:

- (a) ITW shall be given 45 days to supply Evolis with patented dyesheet and / or to remedy the breach referred to in 2.3.2 above;
- (b) ITW shall be given 35 days to remedy the breach referred to in 2.3.3 above; or
- (c) ITW shall be given 30 days to remedy the breach referred to in 2.3.4 above.

## 3. FURTHER ASSURANCE

The parties hereto agree (at the reasonable expense of ITW and within a reasonable time of being requested to do so by ITW) to execute and deliver such documents, and do such things, as may reasonably be required by ITW to transfer the rights, obligations and liabilities of ICI under the Agreement to ITW in accordance with this deed.

### 4. THIRD PARTIES

A person who is not party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## 5. GOVERNING LAW AND JURISDICTION

- 5.1 This deed and any matter arising from or in connection with it (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 5.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this deed, including any non-contractual disputes or claims.
- 5.3 This deed may be executed in any number of counterparts each of which when executed by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same instrument

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IN WITNESS of which this deed has been executed as follows:

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**PATENT** 

# SCHEDULE

Publication number			Priority date	Filing date	ICI Case No.	
-	P1073046.5	Brazil	Thermal transfer dyesheet and printer	30 June 2006	27 June 2007	499172/BRW
CN101500816	CN200780029929,5	China	Thermal transfer dyesheet and printer	30 June 2006	27 June 2007	499172/CNW
EP(DE)1872960	EP06291078.1: DE602006007451.4	Germany	Thermisches Farbstoffübertragungsblatt und Drucker	-	30 June 2006	499172/DEE
EP2035233	EP0733403.5	European Patent Office	Thermal transfer dyesheet and printer	30 June 2006	27 June 2007	499172/EPE
EP(ES)1872960	EP06291078.1	Spain	Thermal transfer dyesheet and printer	-	30 June 2006	499172/ESE
EP(FR)1872960	EP06291078.1	France	Thermal transfer dyesheet and printer	-	30 June 2006	499172/FRE
EP(GB)1872960	EP06291078.1	United Kingdom	Thermal transfer dyesheet and printer	-	30 June 2006	499172/GBE
-	5156/KOLNP/2008	Indonesia	Thermal transfer dyesheet and printer	30 June 2006	27 June 2007	499172/JNW
EP(IT)1872960	E <b>P062</b> 91 <b>07</b> 8.1	Italy	Thermal transfer dyesheet and printer	-	30 June 2006	499172/ITE
-	10-2009-7002067	Republic of Korea (South Korea)	Thermal transfer dyesheet and printer	30 June 2006	27 June 2007	499172/KRW
-	12/306271	USA	Thermal transfer dyesheet and printer	30 June 2006	27 June 2007	499172/USW

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Signed as a deed is authorised signato	by EVOLIS SA acting by an ry	)	Authorised Signatury EMFANUEL PRESIDENT	Picot
CHEMICAL INI	out not delivered until the on page 1, by IMPERIAL by USTRIES LIMITED by n the presence of a witness:	)	Signature	
			Name (block capitals)	as attorney for IMPERIAL CHEMICAL INDUSTRIES LIMITED
			Signature	
			Name (block capitals)	
				as attorney for IMPERIAL CHEMICAL INDUSTRIES LIMITED
Witness signature		· • •		
Witness name (block capitals)				
Witness address				
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Signed as a deed authorised signato	by EVOLIS SA acting by an erry	Authorised Signatory	
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		Name (block capitals)	T-moT-ty m S/LK as attorney for IMPERIAL CHEMICAL INDUSTRIES
Witness signature	Hunasto	ød	LIMITED
Witness name (block capitals)	KATHLEON N	4. TARBAD	
Witness address	ICI IMBE BRANTHAM		
	MANNIERE		
	_=		

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12/23/09

Signed as a deed by ITW LIMITED acting by )

its duly authorised attorney in the presence of:

Signature of Witness

OBERT TEXTE HOOK K

Name of Witness

475 N. GARY AVE., CAROL STREAM, IL 60188 USA

GENERALMANA GER

Occupation

FR/1.B-99159.0001/126758v2

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