

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OSWALD ELEKTROMOTOREN GMBH	12/02/2009
RECEIVING PARTY DATA	
Name:	ITW LIMITED
Street Address:	Admiral House, St. Leonards Road
Internal Address:	Windsor
City:	Berkshire
State/Country:	UNITED KINGDOM
Postal Code:	SL4 3BL
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12920003
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ATTORNEY DOCKET NUMBER:	713-2056
NAME OF SUBMITTER:	Benjamin J. Hauptman
Total Attachments: 3 source=Assignment_3#page1.tif source=Assignment_3#page2.tif source=Assignment_3#page3.tif	

OP \$40.00 12920003

ASSIGNMENT AGREEMENT OSW001

THIS ASSIGNMENT AGREEMENT is made by and between

Oswald Elektromotoren GmbH (*the 'Assignor'*) of Benzstraße 12, P.O.Box 1631, D-63897 Miltenberg, Germany

and

ITW Limited (*the 'Assignee'*) of Admiral House, St. Leonards Road, Windsor, Berkshire SL4 3BL, United Kingdom

WHEREAS, the Assignor may have rights in the invention '**Bi-Axial Electromagnetic Actuator**' (*the Invention*) for which a UK Patent Application No. 0804220.2 was filed on 6 March 2008 and an International Patent Application No. PCT/IB2009/050911 was filed on 5 March 2009 (*the 'Applications'*);

WHEREAS, the parties hereto have desired that the Assignee shall absolutely hold any and all rights (including, but not limited to, Application rights, Patent Rights, Utility Patent rights, Design Patent rights, Priority rights) in the Invention in accordance with the assignment made herein;

NOW THEREFORE, the Assignor hereby sells, assigns and conveys unto the Assignee, its successors and assigns, its entire right, title and interest in and to the following, for valuable and sufficient consideration from the Assignee to Assignor, receipt of such consideration being hereby acknowledged and intending to be legally sufficient:

(1) the Invention entitled "**Bi-Axial Electromagnetic Actuator**", in which the Assignor may have rights and for which an International Patent Application No. PCT/IB2009/050911 was filed on 5 March 2009;

(2) the said International Patent Application No. PCT/IB2009/050911 and UK Patent Application No. 0804220.2, and in and to all other patent applications now or hereafter filed in any country throughout the world claiming priority therefrom, as well as any divisional, continuation, reexamination and reissue applications, and legal equivalents thereof, based upon said Invention, and in and to any patent or patents granted thereon or issued therefrom, including any reissues or the like thereof, to the full end of the term or terms for which said patent or patents may be granted or issued, (if necessary for recordation purposes with any national or foreign patent office throughout the world, said other patent application(s) and/or patent(s) being specifically identified as follows)

Country	Application / Patent No.	Filing / Issue or Grant Date

Country	Application / Patent No.	Filing / Issue or Grant Date

; and

(3) any and all priority rights, and any other application and patent rights in all of the above mentioned patent applications and patents.

The Assignor hereby authorizes the Assignee and/or its agent or attorney to enter the Application/Patent numbers and filing/issue date(s) of the subject patent application(s)/patent(s) in the spaces provided above once received.

For the avoidance of any doubt, and without restricting the generality of this Assignment, it is confirmed by the Assignor(s) that the Assignee was entitled to file the International Patent Application and UK Patent Application, and shall have the right to file additional applications for protection of whatever form and in whichever countries it may choose to do so.

The Assignor agrees that the International Patent Application and UK Patent Application, and any patent applications of any countries which may be filed under any applicable international treaties and/or conventions based upon said Invention, shall be filed in the name of Assignee with the right to claim priority from the International Patent Application and/or UK Patent Application based upon said Invention.

The Assignor further agrees and authorizes the Commissioner of Patents and Trademarks of the United States and all other appropriate government officials for applicable countries foreign to the United States to issue any and all above-identified patents to Assignee.

The Assignor hereby further agrees that they shall, upon demand of Assignee, its successors or assigns, and without further consideration to the Assignor, execute any and all papers, make all rightful oaths and perform all acts that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to be a complete fulfillment of the intent and purposes of this Assignment, it being understood that any reasonable expense incident to the execution of such papers and oaths and performance of all applicable acts, shall be paid by Assignee, its successors and assigns, and not by the Assignor.

Assignor agrees that any and all rights Assignee takes under this Assignment are freely assignable or otherwise transferable by Assignee without any restriction whatsoever.

The Assignor hereby confirms their assignment absolutely to Assignee of any and all rights in the Invention and the Applications that the Assignor may have, to the full extent that the Assignor would have had if this Assignment not been made.

In deference to those jurisdictions where a monetary consideration is required to effect an assignment, Assignee agrees to pay the Assignor the sum of €1 (one Euro) or such other sufficient amount as agreed to by the parties together with any additional consideration agreed between the parties, and the receipt, adequacy and sufficiency of this consideration is acknowledged by the Assignor on signature of this Agreement.

For Oswald Elektromotoren GmbH (Assignor)

Signature: B. Wahl Date: 2.12.2009
Name of the signing party Bernhard Oswald
Title held within the company: CEO

DECLARATION OF WITNESS

I, THOMAS BACKMANN whose post office address is BENZSTRASSE 12, 63897 MILTENBERG
hereby declare that I was personally present and did see the above identified Assignor, personally known to me to be the
person named, duly sign and execute the same:

Thomas Backmann
(Signature of Witness)

2.12.09
(Date of Signature)

For ITW Limited (Assignee)

Signature: [Signature] Date: 2/12/09
Name of the signing party GRAHAM ROGERS
Title held within the company: GENERAL MANAGER