

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4184239

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ILLINOIS TOOL WORKS INC.		12/01/2016
RECEIVING PARTY DATA		
Name:	SYSTEM LOGISTICS CORPORATION	
Street Address:	4760 FULTON STREET EAST	
City:	ADA	
State/Country:	MICHIGAN	
Postal Code:	49301	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
Patent Number:	7293639	
Patent Number:	7963383	
Patent Number:	8286779	
Patent Number:	5779094	
Patent Number:	5903464	
Patent Number:	6048166	
Patent Number:	6729836	
Patent Number:	7184855	
Patent Number:	7200465	
Patent Number:	7007791	
Patent Number:	6871116	
Patent Number:	7221998	
Patent Number:	7401709	
PCT Number:	US2015051380	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-742-1500	
Email:	bruce@LLSlex.com	

Correspondent Name:	BRUCE M. LANDAY - LANDAY LEBLANG STERN
Address Line 1:	156 STATE STREET (5TH FLOOR)
Address Line 4:	BOSTON, MASSACHUSETTS 02109

NAME OF SUBMITTER:	BRUCE M. LANDAY
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SIGNATURE:	/Bruce Landay/
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DATE SIGNED:	12/14/2016
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Total Attachments: 5

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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS, dated as of December 1, 2016 (this "Patent Assignment"), is made by Illinois Tool Works Inc., a Delaware corporation ("Assignor") to System Logistics Corporation, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, concurrently with the execution and delivery of this Agreement, Assignee is purchasing the Purchased Assets from Assignor pursuant to the terms and conditions of an Asset Purchase Agreement made as of the date hereof (the "Asset Purchase Agreement");

WHEREAS, in connection with the Closing under the Asset Purchase Agreement, Assignor is entering into that certain Assignment of Business Intellectual Property, dated as of the date hereof (the "Business Intellectual Property Assignment"); and

WHEREAS, pursuant to the Business Intellectual Property Assignment, Assignor is assigning all of its right, title and interest in, to and under all of its Business Intellectual Property to Assignee, including the issued patents and patent applications set forth on Schedule 1 hereto (collectively, the "Patents").

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

2. Transfer. Effective as of the Closing, Assignor hereby assigns, transfers and grants to Assignee all of Assignor's right, title and undivided interest in, to and under the following:

(a) the Patents and any patents that may issue from such Patents, and any foreign counterparts or equivalents thereto, and any divisions, continuations, continuations-in-part, reexaminations, renewals and reissues of such Patents, including the right to claim priority (collectively, the "Patents and Patent Derivatives"), the same to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors or assigns, to the end of the term or terms for which said Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Patents and Patent Derivatives; and

(c) any and all present and future claims with respect to the Patents and Patent Derivatives, including all rights to any legal, equitable, and administrative remedies resulting from such claims.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents at the United States Patent and Trademark Office, and any foreign patent authorities (where permissible under Law), to record this Patent Assignment. Assignor shall cooperate with Assignee to facilitate the recording of all documents of transfer or assignment relating to the assignment of the Patents hereunder in accordance with Section 5.6 of the Asset Purchase Agreement.

4. Effect on Business Intellectual Property Assignment. Assignor acknowledges and agrees that nothing in this Patent Assignment shall change, alter, limit or reduce any rights granted to Assignee under the Business Intellectual Property Assignment.

5. Captions and Headings. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

6. Successors and Assigns. This Patent Assignment shall inure to the benefit of and be enforceable by Assignee and its successors and assigns.

7. Governing Law. This Patent Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

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Signature Page to Assignment of Patents

IN WITNESS WHEREOF, Assignor has executed this Patent Assignment as of the date first above written.

ILLINOIS TOOL WORKS INC.

By:

Name: David O. Livingston

Title: Vice President Business Development/Treasury

THE STATE OF Illinois §


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COUNTY OF Cook

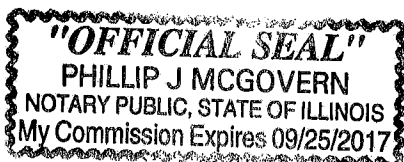
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On this 1st day of December, 2016 before me personally appeared David O. Livingston, VP, to me personally known/~~provided~~ identification () as the individual who executed the foregoing agreement, and who acknowledged to me that he executed the same of his/her own free will for the purposes therein set forth.


NOTARY PUBLIC

STATE OF Illinois



SCHEDULE 1**LIST OF ISSUED PATENTS AND PENDING PATENT APPLICATIONS****Registered Patents**

Title	U.S. Patent No.	Issue Date
Case Rotating System	7,293,639	11/13/2007
Dampened Spring-Operated Vertically Accumulating Container Storage and Retrieval System	7,963,383	6/21/2011
Dampened Spring-Operated Vertically Accumulating Container Storage and Retrieval System	8,286,779	10/16/2012
Article Reception System for Storage and Dispensing Apparatus	5,779,094	7/14/1996
Conveying System and Method for Mixing Stacked Articles	5,903,464	5/11/1999
Gantry Depalletizer	6,048,166	4/11/2000
Automated Container Storage and Delivery System	6,729,836	5/4/2004
Automated Container Storage and Delivery System	7,184,855	2/27/2007
Automated Container Storage and Delivery System	7,200,465	4/3/2007
Container Storage and Delivery System	7,007,791	3/7/2006
Determining Pallet case Configurations for Placement by a Robot	6,871,116	3/22/2005
Determining Pallet case Configurations for Placement by a Robot	7,221,998	5/22/2007
Container Storage and Dispensing Apparatus with Adjustable Container Position	7,401,709	7/22/2008

Pending Patent Applications

Title	Application No.	Application Date	Jurisdiction
Pallet Handling	PCT/US2015/051380	9/22/2015	International Application

CHICAGO/#2913108

RECORDED: 12/14/2016

PATENT
REEL: 040730 FRAME: 0183