

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4486626

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ITW SPAIN HOLDINGS S.L.	04/21/2017
RECEIVING PARTY DATA		
Name:	SIGNODE INDUSTRIAL GROUP LLC	
Street Address:	3650 WEST LAKE AVENUE	
City:	GLENVIEW	
State/Country:	ILLINOIS	
Postal Code:	60026	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Application Number:	13680246	
Application Number:	14199677	
Application Number:	14199568	
Application Number:	13680309	
Application Number:	13680221	
Application Number:	13680282	
CORRESPONDENCE DATA		
Fax Number:	(864)751-5751	
<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:	8646723962	
Email:	suzanne@jkiplaw.com	
Correspondent Name:	JK INTELLECTUAL PROPERTY LAW, PA	
Address Line 1:	301 NORTH MAIN STREET, SUITE 1101	
Address Line 4:	GREENVILLE, SOUTH CAROLINA 29601	
ATTORNEY DOCKET NUMBER:	ITWI-SIGNODE	
NAME OF SUBMITTER:	JEFFREY M. KARMILOVICH, REG. NO. 35915	
SIGNATURE:	/Jeffrey M. Karmilovich, Reg. No. 35915/	
DATE SIGNED:	06/30/2017	
Total Attachments: 6		

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DEED OF TRANSFER OF INTELLECTUAL PROPERTY

This DEED OF TRANSFER OF INTELLECTUAL PROPERTY (the "Deed"), is entered into between ITW Spain Holdings S.L. a company duly incorporated and in valid legal existence in accordance with the laws of the Spain, ("Assignor"), and Signode Industrial Group LLC, a company duly incorporated and in valid legal existence in accordance with the laws of the United States ("Assignee").

WHEREAS, ITW Spain Holdings S.L. and SPG Netherlands B.V., are parties to a certain Share Purchase Agreement, dated as of April 21st, 2017 (the "SPA");

WHEREAS, pursuant to the SPA, ITW Spain Holdings S.L. agreed to sell and SPG Netherlands B.V. agreed to purchase all the shares of Warehouse Automation Iberia, S.L. (hereinafter referred to as the "Company");

WHEREAS, pursuant to the SPA, ITW Spain Holdings S.L. further agreed to cause Assignor to sell certain assets of Assignor related to the business of the Company, including the Assigned IP, as hereinafter defined;

WHEREAS, it is a condition to the closing of the SPA that Assignor enters into this Deed to transfer to Assignee the Assigned IP;

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned IP; and

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of

[REDACTED]

and in further consideration of the mutual covenants and agreements contained in the SPA, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions.


- (a) "Assigned IP" means all Intellectual Property owned by Assignor that is used or held for use primarily in connection with the business of the Company, including the Patent Rights and Trademark Rights.
- (b) "Intellectual Property" means all (a) Patents; (b) Trademarks; (c) copyrights and registrations and applications for registration thereof; (d) mask works and registrations and applications for registration thereof; (e) software; (f) sui generis database rights and other data necessary to operate such Software programs and applications; (g) inventions, designs, trade secrets, know-how and confidential information, whether patentable or non-patentable and whether or not reduced to practice, processes and techniques, research and development information; (h) other

proprietary rights relating to any of the foregoing (including, without limitation, associated goodwill and remedies against infringements thereof and rights of protection of an interest therein under the law of all jurisdictions); and (i) all copies and tangible embodiments of any of the foregoing

- (c) "Patents" means: (a) patents and patent applications, worldwide, including all divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof and any counterparts worldwide claiming priority therefrom; utility models, design patents, patents of importation/confirmation, and certificates of invention and like statutory rights; and (b) all right in and to any of the foregoing.
- (d) "Patent Rights" means: (a) all Patents set forth on Exhibit A; (b) all inventions claimed or described in such Patents; (c) all divisions, renewals, reissues, continuations, extensions, and continuations-in-part of the foregoing Patents, (d) any Patents anywhere in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign Patents that may claim priority based on and correspond to the Patents listed in Exhibit A; and (e) all rights with respect to such Patents.
- (e) "Trademarks" means: (a) trademarks, service marks, logos, trade dress and trade names, and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise); (b) all registrations and applications to register the foregoing anywhere in the world; (c) all goodwill associated therewith; and (e) all rights in and to any of the foregoing.
- (f) "Trademark Rights" means: (a) the Trademarks set forth on Exhibit B; (b) all goodwill associated with the business related to such Trademarks; and (c) all rights with respect to such Trademarks.

2. Assignment, Transfer. Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors, assigns, nominees, and legal representatives any and all right, title, and interest that Assignor has in and to the Assigned IP worldwide, to be held and enjoyed by Assignee, its successors, assigns, nominees, and legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor had this Deed not been made, including, without limitation:

- (a) any and all right, title, and interest Assignor has to make applications for (i) Patent that claim priority in whole or in part, directly or indirectly, to any of the Patent Rights; and (ii) Trademark that claim priority in whole or in part, directly or indirectly, to any of the Trademark Rights;





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- (b) any and all right, title, and interest Assignor has in and to any (i) patents issuing from the patent applications of the Patent Rights and in and to any patents issuing from any applications for patent claiming priority in whole or in part, directly or indirectly, to any of the Patent Rights, and (ii) trademarks registering from the trademark applications of the Trademark Rights and in and to any trademarks registering from any applications for trademark claiming priority in whole or in part, directly or indirectly, to any of the Trademark Rights; and
- (c) any and all rights Assignor has to sue for any past, present, and future infringement of the Assigned IP, including (i) any patents issuing from the patent applications of the Patent Rights, and any patents issuing from any applications for patent claiming priority in whole or in part, directly or indirectly, to any of the Patent Rights, and (ii) (i) any trademarks registering from the trademark applications of the Trademark Rights, and any trademarks registering from any applications for trademark claiming priority in whole or in part, directly or indirectly, to any of the Trademark Rights, in each case including, without limitation, the right to collect and receive any damages, royalties, or settlements for such infringements and the right to sue for injunctive or other equitable relief.
3. Further Assurances. Assignor hereby covenants and agrees through its employees, agents, officers, directors, and shareholders that Assignor will, upon request of Assignee, its successors, assigns, nominees, and legal representatives and without further remuneration,
- (a) fully cooperate with Assignee in procuring (i) any of the patent applications of the Patent Rights and any applications for patent claiming priority in whole or in part, directly or indirectly, to any of the Patent Rights; and (ii) any of the trademark applications of the Trademark Rights and any applications for trademark claiming priority in whole or in part, directly or indirectly, to any of the Trademark Rights.
- (b) execute and deliver any papers that may be reasonably necessary to Assignee's, its successors', assigns', nominees', and legal representatives' full enjoyment, protection, enforcement, and title in and to the Assigned IP, but not limited to, all oaths, declarations, affidavits, and attestations for and related to the Patent Rights and the Trademark Rights.
- (c) provide any information, testify in any legal proceeding, and take any other actions that may be reasonably necessary to Assignee's, its successors', assigns', nominees', and legal representatives' full enjoyment, protection, enforcement, and title in and to the Assigned IP.

4. Warranties.

[REDACTED]

5. Successors. This Deed shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
6. Governing Law. This Deed, and all contractual and all non-contractual obligations arising from or connected with this Deed shall be governed by the laws of Spain, but excluding any local law (*derecho foral*).
7. Dispute Resolution. Any dispute arising out of or in connection with this Deed, or the breach, termination or invalidity thereof then, on written demand by any party to the other parties to the dispute, the dispute shall be finally settled by binding arbitration before, and under the rules of arbitration of, the International Chamber of Commerce. The number of arbitrators shall be three (3). The seat of the arbitration will be Geneva, Switzerland and the language of the arbitration shall be English.

IN WITNESS WHEREOF, the parties have executed and delivered this Deed as of the date first written above.

Assignor

ITW Spain Holdings S.L. By: Victor Ruiz

Assignee

Signode Industrial Group LLC

By: Nils Stenger

Vice President

PATENT

REEL: 042874 FRAME: 0657



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EXHIBIT A

PATENTS

Country	Application Number	Filing Date	Issue Date	Patent Number	Issue Date
US	13/680246	19-Nov-2012	10-May-2016	9334114	10-May-2016
US	14/199677	6-Mar-2014			
US	14/199568	6-Mar-2014			
US	13/680309	19-Nov-2012			
US	13/680221	19-Nov-2012			
US	13/680282	19-Nov-2012			

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EXHIBIT B
TRADEMARKS

[REDACTED]

