

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6024665

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|---|---------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | INGERSOLL-RAND UK LIMITED | 01/01/2020 |
| RECEIVING PARTY DATA | | |
| Name: | INGERSOLL-RAND SERVICES LIMITED | |
| Street Address: | SEFTON HOUSE, NORTHGATE CLOSE | |
| Internal Address: | MIDDLEBROOK BUSINESS PARK | |
| City: | BOLTON | |
| State/Country: | UNITED KINGDOM | |
| Postal Code: | BL6 6PQ | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 11223763 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (202)416-7212 | |
| <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: | 202-835-6212 | |
| Email: | nhia.lee@bakermckenzie.com | |
| Correspondent Name: | BAKER MCKENZIE LLP | |
| Address Line 1: | 815 CONNECTICUT AVE NW | |
| Address Line 2: | ATTN: NHIA LEE | |
| Address Line 4: | WASHINGTON, D.C. 20006 | |
| ATTORNEY DOCKET NUMBER: | 50639022-0000 | |
| NAME OF SUBMITTER: | NHIA LEE | |
| SIGNATURE: | /Nhia Lee/ | |
| DATE SIGNED: | 03/20/2020 | |
| Total Attachments: 5 | | |
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| source=_EXECUTED - Project Garden - UK - Step 5-22#page2.tif | | |
| source=_EXECUTED - Project Garden - UK - Step 5-22#page3.tif | | |
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Agreement”), dated as of **January 1, 2020**, is made by and between **Ingersoll-Rand UK Limited**, a company organized under the laws of England and Wales having an address at Harrow House, Bessemer Road, Basingstoke, Hampshire, RG21 3NB, United Kingdom (the “Assignor”) and **Ingersoll-Rand Services Limited**, a company organized under the laws of England and Wales having an address at Sefton House, Northgate Close, Middlebrook Business Park, Bolton, BL6 6PQ, United Kingdom (the “Assignee”).

WITNESSETH:

WHEREAS, Ingersoll-Rand plc and Ingersoll-Rand U.S. HoldCo, Inc. entered into that certain Separation and Distribution Agreement dated as of April 30, 2019 (the “Separation and Distribution Agreement”), and plan to enter into that certain Intellectual Property Matters Agreement (together with the Separation and Distribution Agreement, in each case as such agreements are amended, restated, supplemented or otherwise modified from time to time, the “Separation Agreements”);

WHEREAS, pursuant to the Separation and Distribution Agreement, Assignor and Assignee entered into that certain Business Transfer Agreement dated as of January 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “BTA”); and

WHEREAS, pursuant to the Separation Agreements and the BTA, the Assignor hereby agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to purchase and acquire from the Assignor, all of the Assignor’s right, title and interest in, to and under the Patents listed in Schedule 1 hereto (the “Assigned Patents”).

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and in the BTA and the Separation Agreements, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the meanings set forth in the Separation Agreements.

Section 2. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, assumes and accepts from the Assignor, all of the Assignor’s right, title and interest in, to and under the Assigned Patents, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Assigned Patents before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Patents, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 3. Governing Law. Any disputes arising out of or relating to this Agreement, including, without limitation, to its execution, performance or enforcement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

Section 4. Entire Agreement. This Agreement, together with the Separation Agreements, the BTA, and the Exhibits and Schedules hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto. The parties hereto intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Separation Agreements and the BTA, which govern the parties' rights and interests in the Assigned Patents. In the event of a conflict between this Agreement and the Separation Agreements, the terms of the Separation Agreements shall govern.

Section 5. Further Assurances. Each Party covenants and agrees that, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate this Agreement.

Section 6. Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

INGERSOLL-RAND UK LIMITED

By: G. Lutterford Jones
Name: G. Lutterford Jones
Title: Director

ASSIGNEE:

INGERSOLL-RAND SERVICES LIMITED

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

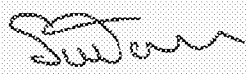
ASSIGNOR:

INGERSOLL-RAND UK LIMITED

By: _____
Name:
Title:

ASSIGNEE:

INGERSOLL-RAND SERVICES LIMITED

By:  _____
Name: STEPHEN TAYLOR.
Title: DIRECTOR

Schedule 1

Assigned Patents

| Patent Ref | Country | Patent Type | Application No. | Filed Date | Patent No. | Grant Date |
|------------|-----------------|-------------|-----------------|------------|------------|------------|
| 10835EP01 | European Patent | Utility | 01310301.5 | 2001-12-10 | 1217214 | 2008-08-06 |
| 10835FR01 | France | Utility | 01310301.5 | 2001-12-10 | 1217214 | 2008-08-06 |
| 10835DE01 | Germany | Utility | 01310301.5 | 2001-12-10 | 1217214 | 2008-08-06 |
| 10835IT01 | Italy | Utility | 01310301.5 | 2001-12-10 | 1217214 | 2008-08-06 |
| 10835ES01 | Spain | Utility | 01310301.5 | 2001-12-10 | 1217214 | 2008-08-06 |
| 10835GB02 | United Kingdom | Utility | 01310301.5 | 2001-12-10 | 1217214 | 2008-08-06 |
| 10835US02 | USA | Utility | 11/223,763 | 2005-09-09 | 7,573,165 | 2009-08-11 |