

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Davall Gear Company Limited		08/02/2000	CORPORATION: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	ITW Limited
<b>Street Address:</b>	P.O. Box 87, Queensway, Fforestfach
<b>City:</b>	Swansea
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	SA54YE
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1682647	SPIRADRIVE

**CORRESPONDENCE DATA**

Fax Number: (312)616-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-616-5652  
 Email: lsullivan@leydig.com  
 Correspondent Name: Lynn A. Sullivan, Leydig Voit & Mayer  
 Address Line 1: Two Prudential Plaza, 180 N. Stetson  
 Address Line 2: Suite 4900  
 Address Line 4: Chicago, ILLINOIS 60601-6731

<b>ATTORNEY DOCKET NUMBER:</b>	254660
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**DOMESTIC REPRESENTATIVE**

Name: Lynn A. Sullivan, Leydig Voit & Mayer  
 Address Line 1: Two Prudential Plaza, 180 N. Stetson

CH \$40.00 1682647

Address Line 2: Suite 4900  
Address Line 4: Chicago, ILLINOIS 60601-6731

NAME OF SUBMITTER:	Lynn A. Sullivan
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Signature:	/Lynn A. Sullivan/
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Date:	01/18/2007
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DATED 2<sup>nd</sup> AUGUST 2000

(1) THE DAVALL GEAR COMPANY LIMITED AND  
MOLLART UNIVERSAL JOINTS LIMITED

and

(2) ITW LIMITED

and

(3) TI GROUP PLC

and

(4) ILLINOIS TOOL WORKS INC.

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**AGREEMENT**

relating to the purchase of the business and assets of each of  
**THE DAVALL GEAR COMPANY LIMITED  
AND MOLLART UNIVERSAL JOINTS LIMITED**

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Hammond Suddards Edge  
7 Devonshire Square  
Cutlers Gardens  
London  
EC2M 4YH

Tel: 020 7655 1000  
Fax: 020 7655 1001

**TRADEMARK**  
**REEL: 003463 FRAME: 0593**

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THIS AGREEMENT is made on 2nd August 2000

**BETWEEN:**

- (1) **THE DAVALL GEAR COMPANY LIMITED** (Company No. 362087) whose registered office is at Wellham Green, Hatfield, Hertfordshire AL9 7JB ("**Davall**");  
**MOLLART UNIVERSAL JOINTS LIMITED** (Company No. 191644) whose registered office is at Molly Millars Lane, Wokingham, Berkshire RG41 2FW ("**Mollart**");  
Davall and Mollart (together the "**Vendor**"); and
- (2) **ITW LIMITED** (Company No. 559693) whose registered office is at PO Box 87, Queensway, Fforestfach, Swansea SA5 4YE (the "**Purchaser**"); and
- (3) **TI GROUP PLC** (Company No. 156641) whose registered office is at 50 Curzon Street, London W1Y 7PN ("**TI**"); and
- (4) **ILLINOIS TOOL WORKS INC.**, a company organised under the laws of the State of Delaware, USA, whose administrative offices are at 3600 West Lake Avenue, Glenview, Illinois 60025-5811, USA ("**ITW**").

**IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions shall bear the following meanings:

"**the Accounts**" the audited balance sheets of the Vendor as at the Accounts Date and the audited profit and loss accounts of the Vendor for the financial period ended on the Accounts Date, together with the directors report, auditors report and the supporting notes to the same;

"**the Accounts Date**" 31 December 1999;

"**the Assets**" the property, assets and rights of the Business to be purchased by the Purchaser as described in Clauses 2.2 and 2.3;

"**the Business**" means (a) the business of the manufacture of gears and gearboxes carried on by the Vendor from the Freehold Property under the name Davall and; (b) the business of the manufacture of universal joints used in industrial and commercial aerospace applications carried on by Mollart from the Leasehold Property under the name Mollart;

"**the Cash**" all petty cash and credit bank balances of the Vendor in relation to the Business as at the Transfer Date;

"**Companies Acts**" the Companies Acts 1985 to 1989;

"**Completion**" completion of the sale and purchase of the Assets and the Business in accordance with the provisions of Clause 5;

"**the Completion Accounts**" the account of assets and liabilities of the Vendor in relation to the Business to be prepared as at the Transfer Date pursuant to, and in accordance with, Clause 4 and which shall comprise a separate account for part (a) and part (b) of the Business as defined above;

**TRADEMARK**

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"the Completion Date" the date on which Completion takes place;

"the Consideration" the consideration specified in Clause 3 for the sale and purchase of the Assets and the Business as agreed or otherwise determined in accordance with the provisions of Clause 4 and Schedule 1;

"the Contracts" all engagements and contracts of the Vendor (including tenders, offers or estimates awaiting acceptance or rejection) relating to or incidental to the Business including those as specified in Appendix 3 but not including foreign exchange contracts, interest rate swaps or any other hedging contracts;

"Costs" means all liabilities, judgements, losses, (excluding economic and consequential losses arising as a result of business loss or interruption) penalties, fines, damages, costs expenses (including without limitation reasonable and proper legal and other professional fees and disbursements) incurred and including without limitation the full cost of Remediation.

"the Creditors" all the trade creditors and the accruals of the Vendor (excluding those relating to Taxation) in connection with the Business as at the close of business on the Transfer Date to the extent (but only to the extent) that the amount of such creditors and accruals are included within "creditors" in the balance sheet forming part of the Completion Accounts;

"Dangerous Substance" means any natural or artificial substance (in solid or liquid form or in the form of a gas or vapour) whether alone or in combination with any other substance capable of causing harm to man or any other living organism supported by the Environment, or damaging the Environment or public health or welfare including but not limited to any controlled, special, hazardous, toxic or dangerous waste.

"the Debts" all trade debts (excluding those relating to Taxation) owing to the Vendor in connection with the Business as at the Transfer Date (whether due for payment or not) to the extent (but only to the extent) that the amount of such debts is included within "debtors" in the balance sheet forming part of the Completion Accounts together with the benefit of all retention of title rights and securities (if any) of the Vendor in connection with the same but excluding any amounts owing to the Vendor from another member of the Vendor's Group.

"the Disclosure Letter" the letter of even date from the Vendor to the Purchaser qualifying the Warranties;

"the Employees" the persons whose names appear in Appendix 1 being all the employees employed by the Vendor at the date of this Agreement in the Undertaking;

"Environment" means

- (a) land, including without limitation, surface land, sub-surface strata, sea bed and river bed under water (as defined in paragraph (b)) and natural and man-made structures;
- (b) water, including, without limitation, inland waters, surface waters, ground waters and water in drains and sewers;
- (c) air, including, without limitation, air inside buildings and other natural and man-made structures above or below ground; and
- (d) any living systems or organisms supported by the media set out in (a), (b) or (c) above.

**"Environmental Claim"** means the receipt by the Purchaser of:

- (a) any proper and legally binding written claim, demand, suit or notice from a third party or any order of a court of competent jurisdiction lawfully requiring Remediation to be carried out; or
- (b) any proper and legally binding suit, claim demand, or notice from a Regulatory Authority lawfully requiring Remediation to be carried out; or
- (c) any proper and legally binding charge or condition imposed by any governmental authority or any notice served by a Regulatory Authority, requiring Remediation or any written indication from any Regulatory Authority that a legally binding requirement to carry out Remediation will be imposed unless the Purchaser agrees to carry out Remediation;

**"Environmental Law"** means all and any laws, common law, statutes, directives, regulations, notices, clean-up standards to Dutch intervention levels, decrees or orders, judgements, codes of practice, circulars, guidance notes (statutory or otherwise) and the like of the United Kingdom as such may have been at the date hereof enacted, adopted, amended or supplemented concerning the protection of human health or the Environment or the conditions of the workplace or the generation, storage, treatment or disposal of any Dangerous Substance.

**"the Fixtures and Fittings"** the fixtures and fittings (other than the Plant and Equipment and Landlord's fixtures and fittings,) furniture, utensils, implements, chattels and equipment wherever situated belonging to the Vendor and used in connection with the Business an inventory of which is annexed as Appendix 2;

**"the Freehold Property"** means the freehold land and buildings known as Unit 1 Wingate Industrial Estate registered with Title Absolute at HM Land Registry under title number HD355490;

**"the General Assets"** all intangible assets and choses in action of the Vendor not otherwise specifically identified in this Agreement which are part of the Business including (without limitation) all of the Vendor's rights against manufacturers and suppliers (including all rights in connection with such manufacturers' and suppliers' warranties) and any liens in connection with the Business;

**"the Goodwill"** the goodwill of the Vendor in connection with and concerning the Business, together with the exclusive right for the Purchaser to represent itself as carrying on the Business in succession to the Vendor;

**"Information Technology"** means the computer hardware, equipment, software, firmware and networks used in or licensed to the Business;

**"the Initial Payment"** the sum of \_\_\_\_\_ to be paid by the Purchaser to the Vendor at Completion on account of the Consideration;

**"Intellectual Property"** patents, trade marks, service marks, registered designs, utility models, design right, copyright (including copyright in computer software), database rights, semi-conductor topography right, inventions, trade secrets and other confidential information, know-how, business or trade names including internet domain names and email addresses and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including all applications and the right to apply for any of the foregoing rights;

**"Intellectual Property Rights"** all Intellectual Property which is owned by the Vendor or which is owned by any member of the Vendor's Group and used exclusively or principally in or for the purposes of the Business;

**"the Leasehold Property"** means the leasehold land known as Building D, Molly Millars Lane, Wokingham, Berkshire, more particularly described in the lease dated 2 March 1998 made between (1) USF Nominees Limited and (2) EIS Group Plc for a term of years expiring on 24 December 2000;

**"the Plant and Equipment"** the plant, machinery, motor cars, tools and equipment owned or leased by the Vendor as part of the Business including those items listed on the inventory of which is annexed as Appendix 2;

**"the Products"** the finished goods produced in the course of the carrying on of the Business;

**"the Properties"** the Freehold Property and the Leasehold Property;

**"the Property Agreements"** the Agreements of today's date between the Vendor and the Purchaser relating to the transfer of the Properties;

**"the Purchaser's Group"** the Purchaser and all subsidiary undertakings and holding companies of the Purchaser and all subsidiary undertakings of all such holding companies;

**"the Regulations"** the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended);

**"Regulatory Authority"** means any government entity or other public or quasi-public authority or privatised utility having responsibility for any matters concerning the Environment or Environmental Law.

**"Remediation"** means any and all necessary investigating, sampling, analysing, removing, remedying, cleaning up, abating, containing, controlling or ameliorating the presence in or effect on the Environment of any contamination or pollution including, without limitation, the removal, treatment, and disposal of material and the treatment and monitoring of groundwaters and gases and emissions to air covered in the definition of "costs".

**"Security Interest"** any encumbrance, mortgage, charge, assignment for the purpose of security, pledge, lien, right of set off, retention of title or other security interest of whatever kind and any agreement, whether conditional or otherwise to create any such interest;

**"Shared Intellectual Property"** Intellectual Property (other than Intellectual Property Rights) which is owned by any member of the Vendor's Group and is used in connection with the Business, but excluding the TI name and trade marks;

**"the Stock"** the stock in trade of the Business at the Transfer Date including (without limitation) raw materials, goods and other assets purchased for resale or as components to be incorporated into Products for sale, work in progress (being Products to be supplied by the Business which are partly finished as at the Transfer Date) consumable finished goods and packaging or promotional material;

**"Supply Letter"** the letter of even date from Dowty Boulton Paul Limited to the Purchaser.

**"Taxation"** includes (without limitation):-



- (a) advance corporation tax, capital gains tax, corporation tax, customs and excise duties, income tax (including PAYE), inheritance tax, insurance premium tax, national insurance contributions, rates and community charge, stamp duty, stamp duty reserve tax and VAT;
- (b) all former and foreign taxes;
- (c) all other levies, imposts, duties, charges or withholdings in the nature of taxes imposed by any Taxation Authority; and
- (d) all interest, penalties, fines and other charges relating to any of the above or to a failure to make any return or supply any information in connection with any of the above;

"the Transfer Date" close of business on 2 August 2000;

"the Undertaking" the undertaking or part of the undertaking (as that expression is used in the Regulations) transferred by each of Davall and Mollart to the Purchaser under this Agreement and comprising the Assets and the Business;

"VATA" Value Added Tax Act 1994;

"the Vendor's Group" the Vendor and all subsidiary undertakings and holding companies of the Vendor and all subsidiary undertakings of all such holding companies;

"the Warranties" the warranties to be given by the Vendor to the Purchaser under Clause 6 and Schedule 2.

- 1.2 References to any statute, or to any statutory provision, statutory instrument, order or regulation made thereunder, includes that statute, provision, instrument, order or regulation as amended, modified, consolidated, re-enacted, or replaced from time to time, whether before or (except to the extent that such amendment, modification, consolidation, re-enactment or replacement would increase the liability of the Vendor under this Agreement) after the date of this Agreement and also includes any previous statute, statutory provision, instrument, order or regulation, amended, modified, consolidated, re-enacted or replaced by such statute, provision, instrument, order or regulation.
- 1.3 All references to a statutory provision shall be construed as including references to all statutory instruments or orders regulations or other subordinate legislation made pursuant to that statutory provision.
- 1.4 The Schedules and Appendices to this Agreement shall for all purposes form part of this Agreement.

## 2. SALE AND PURCHASE

- 2.1 Subject to the terms and conditions of this Agreement the Vendor shall sell with full title guarantee and the Purchaser shall purchase the Assets and the Business as a going concern free from all liens, charges and encumbrances with effect from the Transfer Date.
- 2.2 The assets of the Business shall comprise the following:
  - (a) the Contracts;
  - (b) the Debts;

- (c) the Fixtures and Fittings;
  - (d) the General Assets;
  - (e) the Goodwill;
  - (f) the Intellectual Property Rights;
  - (g) the Plant and Equipment;
  - (h) the Properties; and
  - (i) the Stock.
- 2.3 The purchase shall include all other assets of the Vendor relating exclusively or predominantly employed in the Business and not specified in Clause 2.2 save for the excluded assets referred to in Clause 2.4.
- 2.4 There shall be excluded from the sale and purchase:-
- (a) the Cash; and
  - (b) the Statutory Books of the Vendor.
- 2.5 The Purchaser will not be responsible for discharging any liabilities or obligations of the Vendor in connection with the Business other than those liabilities and obligations expressly assumed by the Purchaser under this Agreement or the Property Agreements.
- 2.6 This clause shall operate as an assignment of all unregistered Intellectual Property Rights and the Vendor hereby assigns with full title guarantee to the Purchaser all such Intellectual Property Rights.
- 2.7 The Vendor shall with effect from Completion grant to the Purchaser non-exclusive, royalty free, perpetual, irrevocable, world-wide licences to use the Shared Intellectual Property, with a right to sublicense and assign, in whole or in part, the rights under such licences.
- 2.8 With effect from Completion the Purchaser shall have the right to continue to use the TI name and trade marks in relation to the Business for a period not exceeding 6 months. Notwithstanding this licence, the Purchaser shall use all its reasonable endeavours to cease using the TI name and trademarks as soon as practicable after Completion.
- 3. CONSIDERATION**
- 3.1 The consideration payable for the sale and purchase of the Assets and the Business (which shall be agreed or otherwise determined in accordance with the provisions of Clause 4) shall be the sum represented by:
- (a) the net asset value of the Assets at the Transfer Date as derived from the Completion Accounts; LESS
  - (b) the aggregate liability of the Vendor to the Creditors as at the Transfer Date (as stated in the Completion Accounts) whether due for payment at the Transfer Date or to become due for payment by reason only of effluxion of time.
- 3.2 The Consideration shall be apportioned as follows:

Davall

Mollart

- (a) For the Goodwill
- For the Intellectual Property Rights
- For the Properties
- For the benefit of the Contracts
- For the General Assets
- (b) for the Plant and Equipment, the Fixtures and Fittings, the Stock and the Debts, the respective net values attributed to such categories of asset in the Completion Accounts.

3.3 The Consideration will be payable:

- (a) as to the Initial Payment, on Completion;
- (b) as to any difference between the Initial Payment and the Consideration, in accordance with the provision of clause 4.9.

3.4 The Consideration shall be apportioned between the respective Assets and Business of Mollart and Davall in accordance with their respective values as set out in the Completion Accounts.

#### 4. COMPLETION ACCOUNTS

4.1 The Purchaser shall procure that, as soon as possible following Completion and in any event no later than 2 months after the Transfer Date the Completion Accounts shall be prepared by the Purchaser and submitted to the Vendor for approval.

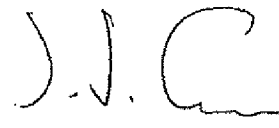
4.2 The Completion Accounts shall be prepared:

- (a) on the basis of the historical cost convention;
- (b) by making an adjustment for slow moving stock in accordance with the policy and practice set out in Schedule 1 provided that in respect of the stock in relation to Mollart's contract with Aircraft Gear Company Inc such provision shall be not less than
- (c) by making a deduction of                      on the value of the Freehold Property;
- (d) using the specific accounting practices and bases of valuation specified in Schedule 1 and (subject to the provisions of Schedule 1) in accordance with generally accepted United Kingdom accounting principles; and
- (e) subject to the preceding provisions of this Clause 4.2, in a manner consistent with the procedures, policies, bases and methods of valuation adopted in the Accounts.

4.3 The Stock shall be counted and valued on the Transfer Date, and both the Purchaser and/or its accountants and the Vendor and/or its accountants shall be entitled to be present. The Purchaser shall notify the Vendor of the date and place where the Plant and Equipment is to

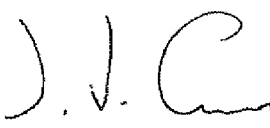
EXECUTED (but not  
delivered until the date  
hereof) AS A DEED by  
DAVALL GEAR  
COMPANY LIMITED by  
its duly appointed attorney:-

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)  
)  
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)




EXECUTED (but not  
delivered until the date  
hereof) AS A DEED by  
MOLLART UNIVERSAL  
JOINTS LIMITED by its  
duly appointed attorney:-

)  
)  
)  
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)



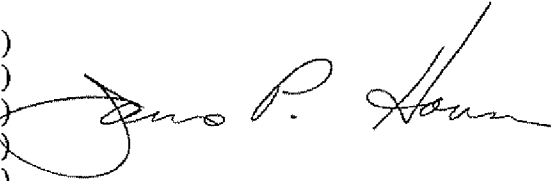
EXECUTED (but not  
delivered until the date  
hereof) AS A DEED by TI  
GROUP PLC by its duly  
appointed attorney:-

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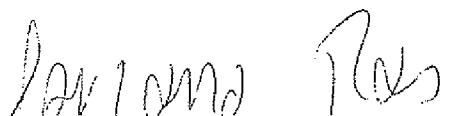
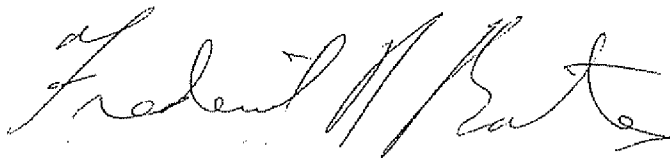


EXECUTED (but not  
delivered until the date  
hereof) AS A DEED by  
ITW LIMITED by its duly  
appointed attorney:-

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)



EXECUTED (but not )  
delivered until the date )  
hereof) AS A DEED by )  
ILLINOIS TOOL )  
WORKS INC. by its duly )  
appointed representative )  
acting under the laws of )  
Delaware in the presence )  
of:- )

  
Signature of Witness

FARZANA RAO  
Name of Witness

7 DEVONSHIRE SQUARE, EATERS GARDENS  
Address LONDON  
EC2M 4YH

SOLICITOR  
Occupation

DATED 2 AUGUST 2000

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DEED OF ASSIGNMENT OF GOODWILL

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**Hammond Suddards Edge**  
7 Devonshire Square  
Cutlers Gardens  
London  
EC2M 4YH

Tel: 020 7655 1000  
Fax: 0207655 1001

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**TRADEMARK**  
**REEL: 003463 FRAME: 0604**

THIS DEED is made on 2 August 2000

**BETWEEN:**

- (1) **THE DAVALL GEAR COMPANY LIMITED** (Company No 00362087) whose registered office is at Travellers Lane, North Mymms, Hatfield, Hertfordshire AL9 7JB (the "Assignor").
- (2) **ITW LIMITED** (Company No 559693) whose registered office is at PO Box 87, Queensway, Fforestfach, Swansea SA5 4YE (the "Assignee").

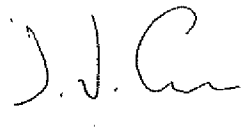
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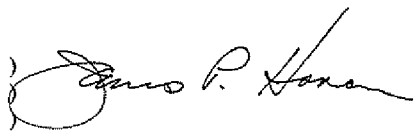
By an agreement dated 2 August 2000 and made between, inter alia, (1) the Assignor and (2) the Assignee (the "Agreement") the Assignor agreed to sell to the Assignee and the Assignee agreed to buy, inter alia, all the goodwill of the Assignor in and concerning the Business.

**THIS DEED WITNESSES** as follows:

- 1. In this Deed words and expressions have the same meaning as in the Agreement.
- 2. In consideration of the sum of £1.00 (receipt of which is acknowledged by the Assignor) the Assignor with full title guarantee assigns to the Assignee with effect from close of business on the Transfer Date all the goodwill of the Assignor in connection with and concerning the Business together with the exclusive right for the Assignee to represent itself as carrying on the Business in succession to the Vendor and to hold unto the Assignee absolutely.
- 3. The Assignor will use its best endeavours to secure to the Assignee the full benefit of the Goodwill of the Assignor in connection with and concerning the Businesses.

**IN WITNESS** whereof the parties have executed this deed on the date shown on the first page.

EXECUTED (but not delivered until the date hereof) AS A DEED by THE DAVALL GEAR COMPANY LIMITED acting by its attorney: ) 

EXECUTED (but not delivered until the date hereof) AS A DEED by ITW LIMITED acting by its attorney: ) 

# 11.1.1

## 11. INTELLECTUAL PROPERTY AND QUALITY

### THE DAVALL GEAR CO LTD

Patents, trademarks, service marks and other intellectual property rights.

Trade marks	SPIRADRIVE Registered in UK, USA, Japan, Germany, France, Italy
Patents	None