TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly Execution Date Entity		Entity Type
Ingersoll-Rand Company		104/30/2007	CORPORATION: NEW
		104/30/2007 I	JERSEY

RECEIVING PARTY DATA

Name:	Volvo Construction Equipment AB	
Street Address:	SE-631 85	
City:	Eskilstuna	
State/Country:	SWEDEN	
Entity Type:	COMPANY: SWEDEN	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1494823	ARC
Registration Number:	2521026	DURA-PAC
Registration Number:	2586053	ULTRA-PAC
Registration Number:	2857951	DIRECT
Registration Number:	2742482	ATCS

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 043011-0008

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DOMESTIC REPRESENTATIVE Name: Latham & Watkins LLP Address Line 1: 650 Town Center Drive, Suite 2000 Address Line 4: Costa Mesa, CALIFORNIA 92626 NAME OF SUBMITTER: Anna T Kwan Signature: /Anna T Kwan/ Date: 07/18/2007 Total Attachments: 4 source=Executed Trademark Assignment (A2152882)#page1.tif

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Trademark Assignment**") is made this 30th day of April, 2007, by and between Ingersoll-Rand Company, a corporation organized under the laws of New Jersey ("**Assignor**"), and Volvo Construction Equipment AB, a company organized under the laws of Sweden ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset and Stock Purchase Agreement, dated as of February 27, 2007 (as amended, supplemented or otherwise modified from time to time, "Purchase Agreement");

WHEREAS, as a condition of Closing of the transactions contemplated by the Purchase Agreement, and as of April 30, 2007, Assignor and Assignee entered into that certain Intellectual Property Agreement (the "IP Agreement") pursuant to which Assignor assigned to Assignee all of Assignor's right, title and interest in and to the Assigned Intellectual Property (as defined in the IP Agreement), including the trademarks, services marks, trademark applications and service mark applications listed on Schedule A hereto, and all registrations and renewals thereof (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office, and other offices, agencies and registrars in other applicable jurisdictions.

NOW THEREFORE, in consideration of the Purchase Agreement, the IP Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. <u>Definitions</u>. For purposes of this Trademark Assignment, capitalized terms shall have the meaning set forth in the body of this Trademark Assignment or the IP Agreement.
- 2. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest in and to the Assigned Trademarks, and all goodwill connected with the use and symbolized by the Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for past, present and future infringements and dilutions thereof, (c) grant licenses or other interests therein, (d) receive all income royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof) and (e) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.

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- 3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, as Assignor's true and lawful attorney, with full power of substitution, in Assignor's name and stead, by, on behalf of and for the benefit of Assignee, and its successors and assigns, to demand and receive any and all of the Assigned Trademarks transferred hereunder and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of Assignee, and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, and its successors or assigns, may deem proper for the collection or reduction to possession of any of the Assigned Trademarks transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed, transferred and delivered, and to do all acts and things in relation to the Assigned Trademarks transferred hereunder that Assignee, and its successors and assigns, shall deem desirable.
- 4. No Third Party Beneficiaries. Nothing in this Trademark Assignment, express or implied, is intended to or shall confer upon any other Person or Persons (including, without limitation, any employee or collective bargaining representatives thereof) any rights, benefits or remedies of any nature whatsoever under or by reason of this Trademark Assignment.
- 5. <u>Binding Effect; Assignment</u>. This Trademark Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors (whether by operation of law or otherwise) and assigns.
- 6. Governing Law. This Trademark Assignment, including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

	INGERSOLL-RAND COMPANY
	By: Name: Patricia Nachtigal Title: Senior Vice President and General Counsel
STATE OF NEW YORK)	
COUNTY OF NEW YORK)	
On this Amade of Poril, 2007, before me persona me, who being duly sworn, did depose and say that made for purposes and considerations so stated, and Ingersal Rand Company in entering into such Tr	the foregoing Trademark Assignment was I that he was authorized to act on behalf of
,	Notary Public:
	My commission expiressasey KATHLEEN Public, State of New York No. 01CA4840874 Qualified in Dutchess County Certificate Filed In New York County Commission Expires January 27, 20
V	OLVO CONSTRUCTION EQUIPMENT AB
n	By:
L	Name: Mikael Bratt Title: Vice President
STATE OF NEWYORK): ss.:	
COUNTY OF NEW YORK)	
On this Adday of Agri', 2007, before me persona me, who being duly sworn, did depose and say that made for purposes and considerations so stated, and white the intering into such Transfer in entering into such Transfer in the construction of the	that he was authorized to act on behalf of

KATHLEEN T. CASEY
Notary Public, State of New York
No. 01CA4840674
Qualified in Dutchess County
Certificate Filed In New York County
Commission Expires January 27, 20

SCHEDULE A

ASSIGNED TRADEMARKS

Trademark/ Country	Case Type/ Status	Appl. No./ Filing Date	Reg. No./ Reg. Date	Classes
PRO-PAC	ORD	1585082	B1585082	07 Int.
United Kingdom	Renewed	9/15/1994	9/15/1994	
PRO-PAC SERIES	ORD	J30187/7WZ	2081367	07 Int.
Germany	Renewed	12/9/1993	12/9/1993	
PRO-PAC SERIES (SERIES OF 2)	ORD	1564173	B1564173	07 Int.
United Kingdom	Renewed	3/1/1994	3/1/1994	
ARC	ORD	73/673285	1494823	07 Int.
United States of America	Registered	7/20/1987	7/5/1988	
ATCS (Aftermarket Technical	ORD	75/813620	2742482	16 Int., 37 Int.
Communications System) United States of America	Registered	10/4/1999	7/29/2003	
DURA-PAC	ORD	75/894731	2521026	07 Int.
United States of America	Registered	1/12/2000	12/18/2001	, III.
ULTRA-PAC	ORD	75/894732	2586053	07 Int.
United States of America	Registered	1/12/2000	6/25/2002	
DIRECT & Device	ORD	78/219995	2857951	37 Int.
United States of America	Registered	2/28/2003	6/29/2004	

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RECORDED: 07/18/2007

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