

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ingersoll-Rand Company		09/02/2009	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Exel Industries		
Street Address:	500 N Dearborn Street Ste 200		
Internal Address:	c/ Henry Krasnow		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60657		
Entity Type:	COMPANY: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1123136	JOHNSTONE	
CORRESPONDENCE DATA			
Fax Number:	(312)755-5720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-755-5700		
Email:	kprangley@ksc-law.com		
Correspondent Name:	Karin Prangley		
Address Line 1:	500 N Dearborn Street Ste 200		
Address Line 4:	Chicago, ILLINOIS 60657		
NAME OF SUBMITTER:	karin prangley		
Signature:	/ karin prangley /		
Date:	09/10/2009		

OP \$40.00 1123136

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

This ASSIGNMENT AND ASSUMPTION OF TRADEMARKS is made this 2 day of September, 2009, by and between Ingersoll-Rand Company, a company organized under the laws of the State of New Jersey, ("Assignor"), and Exel Industries, a company organized under the laws of France ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset and Stock Purchase Agreement, dated as June 22, 2009 (as amended, supplemented or otherwise modified from time to time, "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the trademark(s) listed on Schedule A hereto (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, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definitions. For purposes of this Assignment and Assumption of Trademarks, capitalized terms shall have the meaning set forth in the body of this Assignment and Assumption of Trademarks or in the Purchase Agreement.
2. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all of its right, title and interest in and to the Assigned Trademarks and all goodwill pertaining to the Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations, issuances, renewals and or extensions thereof, (b) bring actions or otherwise recover for past, present and future infringements 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 thereof) and (e) all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto.
3. No Third Party Beneficiaries. Nothing in this Assignment and Assumption of Trademarks, 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 Assignment and Assumption of Trademarks.
4. Further Assurances. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples,

exhibits, specimens and other documentation) as may be reasonably required to implement, record or perfect this Assignment and Assignee's interest in and to the Trademarks.

5. Binding Effect; Assignment. This Assignment and Assumption of Trademarks 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 Assignment and Assumption of Trademarks, 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.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature Pages Follow]

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

INGERSOLL-RAND COMPANY

By: 

Name: Robert P. Mack

Title: VP, Business Development

EXEL INDUSTRIES

By: 

Name: John Patry

Title: President

SCHEDULE A

ASSIGNED TRADEMARKS

Johnstone and Design - U.S. Trademark Registration No. 1123136