

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Imperial Chemical Industries Limited		01/05/2010	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Illinois Tool Works Inc.		
<b>Street Address:</b>	3600 West Lake Avenue		
<b>City:</b>	Glenview		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60026-1215		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77286579	UNICHROMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-9602		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	312-698-8971		
<b>Email:</b>	docket@tolpinlaw.com		
<b>Correspondent Name:</b>	Brett M. Tolpin		
<b>Address Line 1:</b>	11 S. LaSalle Street		
<b>Address Line 2:</b>	Suite 2900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	ITW-ACQ-09022		
<b>NAME OF SUBMITTER:</b>	Brett M. Tolpin		
<b>Signature:</b>	/BMT/		

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**900164209**

**TRADEMARK  
 REEL: 004221 FRAME: 0664**

Date:

06/09/2010

**Total Attachments: 9**

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DATED

5<sup>th</sup> January

2010

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(1) IMPERIAL CHEMICAL INDUSTRIES LIMITED

- and -

(2) ILLINOIS TOOL WORKS INC

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**TRADE MARK ASSIGNMENT  
RE: UNICHROMA**

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THIS ASSIGNMENT is made on

5<sup>th</sup> January

2010

**BETWEEN:**

- (1) **IMPERIAL CHEMICAL INDUSTRIES LIMITED**, a company incorporated in England under company number 00218019 whose registered office is at 26th Floor, Portland House, Bressenden Place, London, SW1E 5BG ("**Vendor**"); and
- (2) **ILLINOIS TOOL WORKS INC**, a company incorporated and registered in the State of Delaware in the United States of America with its principal office at 3600 West Lake Avenue, Glenview, Illinois, 60026-1215 ("**Purchaser**").

**BACKGROUND**

- A Pursuant to the Sale Agreement the Vendor agrees to assign certain trade marks to the Purchaser.
- B The Vendor has agreed to assign the Trade Marks to the Purchaser on the terms set out in this Assignment.

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Assignment (unless the context otherwise requires) the following words and phrases shall have the following meanings:

"**Assignment**" means this assignment and any document completed or to be completed in accordance with its provisions;

"**Trade Marks**" means the registered trade marks listed in schedule 1 to this Assignment;

"**Sale Agreement**" means the agreement relating to the sale and purchase of the business and assets of the Vendor's business of manufacturing and selling D2T2 card dye diffusion thermal transfer products as carried on on the date hereof by its Imagedata division, dated on about the date hereof and made between (1) Imperial Chemical Industries Limited (that is to say, the Vendor); (2) ITW Limited; and (3) Illinois Tool Works Inc (that is to say, the Purchaser).

- 1.2 In this Assignment (unless the context otherwise requires):
- 1.2.1 the words **"including"** and **"include"** and words of similar effect shall not be deemed to limit the general effect of the words which precede them;
  - 1.2.2 reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated;
  - 1.2.3 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;
  - 1.2.4 words importing persons shall include firms, companies and bodies corporate and vice versa;
  - 1.2.5 words importing the singular shall include the plural and vice versa;
  - 1.2.6 construction of this Assignment shall ignore the headings and front sheet (all of which are for reference only);
  - 1.2.7 references to a numbered clause are references to the clause of this Assignment so numbered; and
  - 1.2.8 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

## 2. ASSIGNMENT

In consideration of the sum of one pound (£1) now paid by the Purchaser to the Vendor (the receipt of which the Vendor hereby acknowledges) the Vendor hereby assigns to the Purchaser absolutely:

- 2.1 the sole legal and beneficial title free from all options, liens, charges and encumbrances to the Trade Marks and all and any right, title and interest in and to the Trade Marks; and
- 2.2 the right to bring proceedings against any third party in respect of infringement of the Trade Marks and/or all and any rights therein, including the right to claim damages (including in respect of the period prior to the date hereof) or such other relief as may be available in respect thereof.

### 3. FURTHER ASSURANCE

The Vendor shall at the request and cost of the Purchaser do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this Assignment and to vest in the Purchaser the full benefit of the Trade Marks.

### 4. ARBITRATION

4.1 In the event of any dispute or difference arising between the parties in connection with this Assignment, either party may refer the matter to arbitration in accordance with the provisions of this clause 4.

4.2 Any dispute referred to arbitration pursuant to clause 4.1 shall be finally resolved by arbitration in accordance with the provisions of the London Court of Arbitration Rules in force from time to time ("**Rules**") and subject to the law of England and Wales, and for these purposes the parties acknowledge and agree that:

4.2.1 the tribunal shall consist of a single arbitrator;

4.2.2 the arbitrator shall be appointed by the parties jointly or (failing agreement within seven days of the referral) to be selected and appointed in accordance with the Rules;

4.2.3 any right of application or appeal to court concerning any question of law arising in the course of the arbitration shall be excluded insofar as the law allows;

4.2.4 the place of the arbitration shall be London and all submissions and awards shall be made in English; and

4.2.5 except to the extent determined by the arbitration, the parties shall bear their own costs respectively and shall share equally the costs of the arbitrator.

4.3 For the avoidance of doubt, the provisions of this clause 4 shall be without prejudice to the parties' absolute right to take action in the courts (in accordance with clause 10.2).

**5. SEVERANCE**

5.1 If any provision of this Assignment is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Assignment which shall remain in full force and effect.

5.2 The parties agree, in the circumstances referred to in clause 5.1, to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of this Assignment shall be suspended while an attempt at such substitution is made.

**6. THIRD PARTIES**

A person who is not a party to this Assignment shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**7. NO PARTNERSHIP OR AGENCY**

Nothing in this Assignment is intended to create a partnership or joint venture or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party between the parties, or to authorise either party to act as agent for the other. Save where expressly stated in this Assignment, neither party shall have authority to make representations, act in the name or on behalf of or otherwise to bind the other.

**8. VARIATION**

No variation of this Assignment shall be valid unless it is in writing signed by or on behalf of each of the parties.

**9. COUNTERPARTS**

9.1 This Assignment may be executed by the parties in any number of counterparts and on separate counterparts, each of which shall constitute an original, but all the counterparts together shall constitute one and the same instrument.

9.2 This Assignment shall not be effective until each party has executed at least one counterpart.

**10. GOVERNING LAW AND JURISDICTION**

10.1 This Assignment and any matter arising from or in connection with it (including any non-contractual obligation) shall be governed by and construed in accordance with English law.

10.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Assignment or the legal relationships established by or in connection with this Assignment.

**IN WITNESS** whereof the parties have executed this Assignment on the date first above written.



Signed as a deed, but not delivered until the )  
first date specified on page 1, by **IMPERIAL** )  
**CHEMICAL INDUSTRIES LIMITED** by )  
its joint attorneys in the presence of a witness: )

Signature *Kevin P. Dowling*

Name  
(block  
capitals) KEVIN P. DOWLING  
as attorney for **IMPERIAL**  
**CHEMICAL INDUSTRIES**  
**LIMITED**

Signature *Timothy M. Silk*

Name  
(block  
capitals) TIMOTHY M. SILK  
as attorney for **IMPERIAL**  
**CHEMICAL INDUSTRIES**  
**LIMITED**

Witness signature *Kathleen M. Tarbard*

Witness name  
(block capitals) KATHLEEN M. TARBARD

Witness address TEL IMAGEDATA  
BRANTHAM  
MANNINGTREE  
COIL INL

Signed for and on behalf of )  
**ILLINOIS TOOL WORKS INC.** acting by its )  
duly authorised attorney in the presence of: )

Signature: \_\_\_\_\_

Full name: \_\_\_\_\_

**Authorised Attorney**

Witness signature \_\_\_\_\_

Witness name  
(block capitals) \_\_\_\_\_

Witness address \_\_\_\_\_

Signed as a deed, but not delivered until the )  
first date specified on page 1, by **IMPERIAL** )  
**CHEMICAL INDUSTRIES LIMITED** by )  
its joint attorneys in the presence of a witness: )

Signature .....

Name (block capitals) .....

as attorney for  
**IMPERIAL  
CHEMICAL  
INDUSTRIES  
LIMITED**

Signature .....

Name (block capitals) .....

as attorney for  
**IMPERIAL  
CHEMICAL  
INDUSTRIES  
LIMITED**

Witness signature .....

Witness name (block capitals) .....

Witness address .....

Signed for and on behalf of )  
**ILLINOIS TOOL WORKS INC** acting by its )  
duly authorised attorney in the presence of: )

Signature: *James R. Landry, Jr.*  
Full name: James R. Landry, Jr.  
Authorised Attorney

Witness signature *R. T. Hitchcock* .....

Witness name (block capitals) ROBERT T. HITCHCOCK

Witness address 475 N. GARY AVE.  
CAROL STREAM, IL  
60188 USA

(7)

**SCHEDULE 1**

**The Trade Marks**

<b>Number</b>	<b>Mark</b>	<b>Territory</b>
006300801	UNICHROMA	OHIM (Community trade mark)
77286579	UNICHROMA	USA