

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 Type
Imperial Chemical Industries Limited		01/05/2010	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Illinois Tool Works Inc.		
Street Address:	3600 West Lake Avenue		
City:	Glenview		
State/Country:	ILLINOIS		
Postal Code:	60026-1215		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2719523	IMAGEDATA	
CORRESPONDENCE DATA			
Fax Number:	(312)803-9602		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-698-8971		
Email:	docket@tolpinlaw.com		
Correspondent Name:	Brett M. Tolpin		
Address Line 1:	11 S. LaSalle Street		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	ITW-ACQ-09022		
NAME OF SUBMITTER:	Brett M. Tolpin		
Signature:	/BMT/		

OP \$40.00 2719523

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**TRADEMARK
 REEL: 004221 FRAME: 0778**

Date:

06/09/2010

Total Attachments: 10

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DATED

5th

January

2010

(1) IMPERIAL CHEMICAL INDUSTRIES LIMITED

- and -

(2) ILLINOIS TOOL WORKS INC

TRADE MARK ASSIGNMENT
RE: IMAGEDATA

TRADEMARK

REEL: 004221 FRAME: 0780

THIS ASSIGNMENT is made on

5th 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 ("**Assignor**"); 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 ("**Assignee**").

BACKGROUND

- A The Assignor owns the Trade Marks.
- B The Assignor has agreed to assign all right, title and interest in and to the Trade Marks to the Assignee 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;

"**Assignor's Solicitors**" means DLA Piper UK LLP, 1 St Paul's Place, Sheffield S1 2JX;

"**Completion Date**" means the date of this Assignment; and

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

- 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 payment set out in clause 3 below, the Assignor hereby assigns to the Assignee 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. CONSIDERATION

4. **FURTHER ASSURANCE**

The Assignor shall at the request and cost of the Assignee 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 Assignee the full benefit of the Trade Marks.

5. **ARBITRATION**

5.1 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 5.

5.2 Any dispute referred to arbitration pursuant to clause 5.1 shall be finally resolved by arbitration in accordance with the provisions of the London Court of Arbitration Rules in force from time to time (the "**Rules**") and subject to the law of England and Wales, and for these purposes the parties acknowledge and agree that:

5.2.1 the tribunal shall consist of a single arbitrator;

5.2.2 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;

5.2.3 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;

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

5.2.5 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.

5.3 For the avoidance of doubt, the provisions of this clause 5 shall be without prejudice to the parties' absolute right to take action in the courts (in accordance with clause 11.2).

6. SEVERANCE

6.1 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.

6.2 The parties agree, in the circumstances referred to in clause 6.1, 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.

7. 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.

8. 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.

9. VARIATION

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

10. COUNTERPARTS

10.1 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.

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

11. GOVERNING LAW AND JURISDICTION

11.1 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.

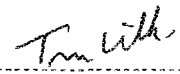
11.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Assignment or the legal relationships established by or in connection with this Assignment.

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 

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

Signature 

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

Witness signature 

Witness name (block capitals) KATHLEEN M. TARBARD

Witness address ICI IMAGEDATA
BRANTHAM
MANNINGTREE
COLLINS

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:

Full name:

James R. Lundy, Jr.
Authorized Attorney

Witness signature

Witness name
(block capitals)

Witness address

R. Hitchcock
ROBERT HITCHCOCK
475 N. GARY AVE,
CAROL STREAM, IL
60188 USA

MRA/SH/DP/IXM/27670235.1

TRADEMARK

REEL: 004221 FRAME: 0787

SCHEDULE 1

The Trade Marks

Trademark	Database	Status	Class	Registration No	Appln Date
IMAGEDATA	U.S. Federal	REGISTERED	9 16	2719523	04-AUG-1997
IMAGEDATA	Canada	REGISTERED	1 9 16	TMA520481	14-SEP-1995
IMAGEDATA	Austria	REGISTERED	1 2 9 16	163714	14-SEP-1995
IMAGEDATA	Benelux	REGISTERED	1 9 16	R 577795	15-SEP-1995
IMAGEDATA	Denmark	REGISTERED	1 16	VR 001839 1998	14-SEP-1995
IMAGEDATA	Finland	REGISTERED	1 9 16	203215	27-SEP-1995
IMAGEDATA	France	REGISTERED	1 9 16	95 587875	13-SEP-1995
IMAGEDATA	Germany	REGISTERED	1 9 16	39537844	15-SEP-1995
IMAGEDATA	Norway	REGISTERED	1 16	199208	03-OCT-1995
IMAGEDATA	UK	REGISTERED	1 16	2160154	06-MAR-1998
IMAGEDATA	Japan	REGISTERED	1	3354455	28-SEP-1995

MRA/SHFDP/103840/1/UKM/27681628.1

The consideration on page 3 and 4 of the Trademark Assignment has been redacted.