

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
Union Special Corporation		12/20/1994	CORPORATION:
RECEIVING PARTY DATA			
Name:	JUKI Corporation		
Street Address:	2-11-1, Tsurumaki, Tama-shi		
City:	Tokyo 206-8551		
State/Country:	JAPAN		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0533040	LEWIS	
Registration Number:	0725904	LEWIS	
CORRESPONDENCE DATA			
Fax Number:	(847)669-4425		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-669-4512		
Email:	mtravis@unionspecial.com		
Correspondent Name:	Margaret M Travis		
Address Line 1:	One Union Special Plaza		
Address Line 4:	Huntley, ILLINOIS 60142		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

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NAME OF SUBMITTER:	Margaret M Travis
Signature:	/Margaret M Travis/
Date:	08/19/2010
Total Attachments: 7 source=Transfer Agreement#page1.tif source=Transfer Agreement#page2.tif source=Transfer Agreement#page3.tif source=Transfer Agreement#page4.tif source=Transfer Agreement#page5.tif source=Transfer Agreement#page6.tif source=Transfer Agreement#page7.tif	

TRANSFER AGREEMENT

This Agreement, made and entered into on this 20th day of December, by and between Union Special Corporation, a corporation organized and existing under the laws of the State of Delaware, and having a place of business at One Union Plaza, Huntley, IL 60142, U.S.A. (hereinafter referred to "UNION") and JUKI Corporation, a corporation organized and existing under the laws of Japan, and having a place of business at 8-2-1, Kokuryo-cho, Chofu-shi, Tokyo 182, Japan (hereinafter referred to "JUKI"):

WITNESSETH:

WHEREAS, UNION has or controls certain Intellectual Property Right as defined in Article 1 hereof relating to the Products as defined in Article 1 hereof and in the manufacture, sale, distribution and use of the Products, and owns jigs, tools, molds and dies for the manufacture of the Products; and

WHEREAS, JUKI desires to acquire and to continue to acquire said Intellectual Property Right and desires to acquire the said jigs, tools, molds and dies and UNION is willing to disclose, impart and transfer to JUKI such Intellectual Property Right and is willing to transfer such jigs, tools, molds and dies, all upon and subject to the terms and conditions herein set forth;

NOW, THEREFORE, the parties hereto agree as follows:

Article 1. Definitions

1. "Products" shall mean the industrial use sewing machines developed, manufactured or sold by UNION prior to the Effective Date of this Agreement, which shall be specified in the Exhibit A hereto.
2. "Intellectual Property Right" shall mean any and all intellectual property right including but not limited to patents, designs, copyrights, inventions, know-how (processes, engineering and manufacturing skills and other technical information) relating to the Products, and trade secrets in the manufacture, sale, distribution and use of the Products which are presently owned by UNION including, without limitation:
 - Engineering and technical data, calculations and informations,
 - Design data, calculations and informations,
 - Specifications, drawings, sketches, photographs,
 - Details of layout of the works, including details and specification of machinery,
 - All other forms of recorded information, technique and design with respect to jigs, tools, molds and dies
3. "Trademark Rights" shall mean any and all rights in "LEWIS" brand owned by UNION, and the registration out of "Trademark Rights" shall be specified in the Exhibit B hereto.

4. "Tools" shall mean the jigs, tools, molds and dies necessary for the manufacturing of the Products owned by UNION

5. "Effective Date" shall mean the day on which any and all approvals and licenses from the Government of Japan and the United States of America will have been obtained according to the Article 9 hereof.

Article 2. Transfer

1. Transfer of Intellectual Property Right:

UNION agrees to disclose and impart any and all Intellectual Property Right immediately after the Effective Date, and transfer any and all rights in the Intellectual Property Right to JUKI and JUKI shall have the exclusive owner of such rights. It is expressly agreed by UNION that UNION may not use any and all Intellectual Property Right on and after the Effective Date, and JUKI may use, improve, modify and otherwise dispose of such Intellectual Property Right for any purpose, and JUKI may manufacture, sell and otherwise dispose of the Products and those modified/improved by JUKI throughout the world.

2. Transfer of Tools:

UNION agrees to furnish any and all Tools to JUKI immediately after the Effective Date, and JUKI shall have the exclusive ownership of such Tools. It is expressly agreed by UNION that JUKI may use, improve, modify and otherwise dispose of such Tools for any purpose.

3. Transfer of tangibles:

UNION agrees to furnish to JUKI any and all tangibles (documents, things, etc.) relating to the Intellectual Property Right, immediately after the Effective Date, and JUKI shall have the exclusive ownership of such tangibles. It is expressly agreed by UNION that JUKI may use, improve, modify and otherwise dispose of such tangibles for any purpose.

4. Transfer of Trademark Rights:

UNION agrees to transfer any and all Trademark Rights to JUKI, immediately after the Effective Date, and JUKI shall have the exclusive ownership of such Trademark Rights and JUKI can use and otherwise dispose of such Trademark Rights. It is expressly agreed by UNION that UNION may not use any and all Trademark Rights on and after the Effective Date.

5. Change of registration:

UNION agrees to file the application for the change of the registration (transfer of the ownership) with regard to the Intellectual Property Right and Trademark Rights to the competent government authorities (Agencies, Departments, etc), upon the request of JUKI.

Article 3. Engineering Assistance, etc.

1. Upon the request of JUKI, UNION shall render engineering assistance to JUKI at JUKI's place of business in connection with the actual use of Intellectual Property Right, Tools and other tangibles furnished to JUKI.
2. Upon the request of JUKI, UNION shall despatch its technically qualified specialists to supply JUKI with technical services relating to the manufacture of the Prodcuts and such Products as modified/improved by JUKI.

Article 4. Consideration

1. JUKI shall pay the amount of U.S.\$ five million (5,000,000-) to UNION in consideration of UNION's transfer of Intellectual Property Right, Tools, tangibles, Trademark Rights to JUKI and UNION's performance of such obligations as provided for hereunder. JUKI shall not be obligated to give UNION any other consideration than provided for in the preceding sentence.
2. The payment of the amount of U.S.\$ five million (5,000,000-) to be made by JUKI to UNION shall be due and payable on the Effective Date, and JUKI shall remit such amount to UNION's designated bank account such as specified in the Exhibit C hereto.

Artilce 5. Taxes, Duties, etc.

Any taxes, duties, etc. of whatsoever nature that may be levied or imposed by any government on such payment made according to the Article 4 hereof are included in all the amount as provided for in the Article 4 hereof, and shall be borne by UNION.

Article 6. Warranty

1. UNION warrants that any and all Intellectual Property Right, Tools, tangibles and Trademark Rights to be transferred or furnished by UNION to JUKI are owned by UNION.
2. UNION warrants that JUKI's use and any disposition of Intellectual Property Right, Tools, tangibles and Trademark Rights for any purpose shall not infringe any rights of third parties (including but not limited to patent, design, copyright).

Article 7. Arbitration

In the event of any disagreement or dispute arising in the interpretation or conclusion of this Agreement or any of its provisions or otherwise in conneciton with this Agreement, including any dispute over the validity or invalidity of this Agreement or any of its provisions, the parties hereto shall use their best efforts to settle the same amicably. Any failure to agree on a matter where the agreement of the parties is called for under this Agreement, shall be treated as a dispute under this Article. **TRADEMARK** If an amicable settlement, the matter shall be submitted to **REEL 004263 FRAME: 0696**

conducted by The Japan Commercial Arbitration Association in Japan in accordance with the rules of such Association. Award given under the arbitration shall be final and binding upon the parties hereto.

Article 8. Governing Law

This Agreement shall be governed by the laws of Japan as to all matters including but not limited to its effectiveness, interpretation and performance.

Article 9. Approval by Government

In the event that either party hereto is required to obtain the approvals/licenses from the Government of Japan or the United States with respect to the conclusion of this Agreement and the performance of this Agreement, this Agreement when fully concluded shall be submitted promptly to the Government of Japan by JUKI and of the United States of America by UNION, and the either party hereto shall use its best efforts to obtain such approvals/licenses. In the event that such approvals/licenses have not been obtained within two (2) months of the date as of which it is concluded, this Agreement may be terminated at any time by the either party hereto by mailing written notice of termination to the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be concluded by their proper officers duly authorized the day and year first written above.

UNION:
Union Special Corporation



JUKI:
JUKI Corporation

By 

Exhibit A

The Products used hereunder shall mean the following Machine Styles:

MACHINE STYLE

16-100
16-100H
16-260
16-400
16-410T

160-20
160-20Z1

30-210
30-220
30-230

200-2

220-1
220-15
220-15Z
220-15Z401

37500-1
37500-8
37500-9

37600-2C
37600-2L
37600HH
37600PB

Exhibit B

The followings shall be the registration out of "Trademark Rights:

LEWIS® Registrations

<u>Country</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Argentina	1360947	September 22, 1999
Argentina	1382592	May 31, 2000
Australla	166779	May 15, 1996
Brazil	2448327	September 26, 1999
Canada	57148	September 1, 2002
Chile	340672	March 15, 1999
Great Britain	681716	August 15, 1998
Great Britain	794806	August 26, 2008
Ireland	50004	January 21, 2006
Japan	616898	June 11, 2003
Japan	460141	<i>to be advised</i>
Mexico	58712	May 6, 2003
New Zealand	68718	May 15, 1996
Paraguay	140846	July 2, 2000
Peru	22991	March 31, 2004
South Africa	R61/1704	October 24, 1995
USA	725904	January 2, 2002
USA	533040	November 7, 2000

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Exhibit C

UNION's designated bank account shall be as follows:

NBD Bank, N.A.
Main Office
611 Woodward
Detroit, Michigan 48226

Swift Wire Code: NBDDUS33
ABA Routing: #0720-0032-6
Account Name: Union Special Corporation
Account Number: 1034693