

TO BRETT M. TOLPIN COMPANY:11 S. LASALLE STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1

09/29/2010

Stylesheet Version v1.1

900172626

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee: ITW LIMITED previously recorded on Reel 004221 Frame 0664. Assignor(s) hereby confirms the Assignee: Illinois Tool Works Inc.		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Imperial Chemical Industries Limited		01/05/2010
			LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ITW LIMITED		
Street Address:	Admiral House, St Leonard's Road		
Internal Address:	Windsor		
City:	Berkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	SL43BL		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	77286579	UNICHROMA
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		
DOMESTIC REPRESENTATIVE			

OP \$40.00 77286579

700447923

TRADEMARK
REEL: 004295 FRAME: 0142

TO BRETT M. TOLPIN COMPANY: 11 S. LASALLE STREET

Name:	Brett M. Tolpin
Address Line 1:	11 S. LaSalle Street
Address Line 2:	Suite 2900
Address Line 4:	Chicago, ILLINOIS 60603
NAME OF SUBMITTER:	Brett M. Tolpin
Signature:	/BMT/
Date:	09/29/2010
Total Attachments: 10 source=NavationAgreement092910#page1.tif source=NavationAgreement092910#page2.tif source=NavationAgreement092910#page3.tif source=NavationAgreement092910#page4.tif source=NavationAgreement092910#page5.tif source=NavationAgreement092910#page6.tif source=NavationAgreement092910#page7.tif source=NavationAgreement092910#page8.tif source=NavationAgreement092910#page9.tif source=NavationAgreement092910#page10.tif	

TO BRETT M. TOLPIN COMPANY: 11 S. LASALLE STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.106/09/2010
900164209

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Imperial Chemical Industries Limited</td> <td></td> <td>01/05/2010</td> <td>CORPORATION: UNITED KINGDOM</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Imperial Chemical Industries Limited		01/05/2010	CORPORATION: UNITED KINGDOM				
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Imperial Chemical Industries Limited		01/05/2010	CORPORATION: UNITED KINGDOM										
RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Illinois Tool Works Inc.</td> </tr> <tr> <td>Street Address:</td> <td>3600 West Lake Avenue</td> </tr> <tr> <td>City:</td> <td>Glenview</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60026-1215</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>		Name:	Illinois Tool Works Inc.	Street Address:	3600 West Lake Avenue	City:	Glenview	State/Country:	ILLINOIS	Postal Code:	60026-1215	Entity Type:	CORPORATION: DELAWARE
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City:	Glenview												
State/Country:	ILLINOIS												
Postal Code:	60026-1215												
Entity Type:	CORPORATION: DELAWARE												
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<p>Fax Number: (312)803-9602 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>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</p>													
ATTORNEY DOCKET NUMBER:	ITW-ACQ-09022												
NAME OF SUBMITTER:	Brett M. Tolpin												
Signature:	/BMT/												

OP \$40.00 77286579

TRADEMARK
REEL: 004295 FRAME: 0144

TO BRETT M. TOLPIN COMPANY:11 S. LASALLE STREET

Date:

06/09/2010

Total Attachments: 9

- source=Imperial Chemical Industries Limited to ITW Assignment 01-05-10#page1.tif
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TRADEMARK

REEL: 004295 FRAME: 0145

TO BRETT M. TOLPIN COMPANY: 11 S. LASALLE STREET

DATED 5 January 2010.

(1) EVOLIS SA

- and -

(2) IMPERIAL CHEMICAL INDUSTRIES LIMITED

- and -

(3) ITW LIMITED

NOVATION AGREEMENT

TO BRETT M. TOLPIN COMPANY:11 S. LASALLE STREET

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FR: B:99459 0001426756> FR: B:99459 0001426756< FR: B:99459 01426756<

TO BRETT M. TOLPIN COMPANY; 11 S. LASALLE STREET

THIS DEED is made on

5th January 2010

BETWEEN

- (1) **EVOLIS SA**, a company incorporated in France whose principal place of business is at 14, avenue de la Fontaine, ZI Angers - Beaucouze 49070 Beaucouze, France ("Evolis");
- (2) **IMPERIAL CHEMICAL INDUSTRIES LIMITED**, a company incorporated and registered in England and Wales with number 00218019 which has its registered office at 26th Floor, Portland House, Bressenden Place, London SW1E 5BG ("ICI"); and
- (3) **ITW LIMITED**, a company incorporated and registered in England and Wales with number 00559693 which has its registered office at Admiral House, St Leonard's Road, Windsor, Berkshire SL4 3BL ("ITW").

BACKGROUND

- A. Evolis and ICI entered into an exclusive supply agreement on 1 January 2009 ("Agreement").
- B. ICI wishes to be released and discharged from all of its obligations and liabilities under the Agreement and Evolis has agreed to release and discharge ICI from its obligations under the Agreement provided that ITW undertakes to perform the obligations of ICI under the Agreement and be bound by the terms of the Agreement in place of ICI from (the "Effective Date").

5th January 2010

THIS DEED WITNESSES as follows:

1. NOVATION

- 1.1 In consideration of Evolis consenting to the novation by ICI to ITW of all rights, obligations and liabilities of ICI under the Agreement, ITW undertakes with Evolis to observe and perform all undertakings, covenants and obligations on the part of ICI to be observed and performed pursuant to the Agreement from the Effective Date.
- 1.2 In consideration of the release by ICI of the obligations of Evolis under the Agreement pursuant to clause 1.3, Evolis hereby:
 - 1.2.1 releases and discharges ICI from the performance and observance of all and any undertakings or obligations on the part of ICI under the Agreement; and

TO BRETT M. TOLPIN COMPANY: 11 S. LASALLE STREET

1.2.2 accepts the liability of ITW under the Agreement from the Effective Date in lieu of the liability of ICI in every way as if ITW were named in the Agreement in place of ICI from the Effective Date.

1.3 In consideration of the release by Evolis of the obligations of ICI under the Agreement pursuant to clause 1.2 and the substitution of ITW in place of ICI from the Effective Date, ICI releases and discharges Evolis from the performance and observance of all and any undertakings or obligations on the part of Evolis contained in the Agreement to ICI, provided nothing in this clause 1.3 shall effect any obligations or liabilities which Evolis may owe to ITW under the Agreement with effect from the Effective Date.

1.4 Save as expressly varied by this deed, the Agreement shall continue in full force and effect in accordance with their terms.

2. CONSENT

2.1 Evolis hereby consents to the assignment by ICI to ITW of all of its rights and interest in those patents or applications which are registered or applied for in the joint names of ICI and Evolis and are listed in the schedule to this deed, together with all patents or patent applications in ICI's name (either solely or jointly with Evolis or any other party) which are based on, claim priority from or are equivalent to any such patents or applications.

2.2 ITW shall not manufacture directly or indirectly a patented dyesheet for use in any current or future Evolis products without the prior consent of Evolis.

2.3 Evolis shall be permitted to grant a licence without the consent of ITW (and without the consent of any financial counterparty) if:

2.3.1 ITW does not supply Evolis with patented dyesheet; or

2.3.2 ITW is in material breach of any patented dyesheet supply agreement between Evolis and ITW in terms of quality; or

2.3.3 ITW is in material breach of any patented dyesheet supply agreement between Evolis and ITW in terms of quantity; or

TO BRETT M. TOLPIN COMPANY: 11 S. LASALLE STREET

2.3.4 ITW is in material breach of any patented dyesheet supply agreement between Evolis and ITW in terms of pricing.

PROVIDED THAT:

- (a) ITW shall be given 45 days to supply Evolis with patented dyesheet and / or to remedy the breach referred to in 2.3.2 above;
- (b) ITW shall be given 35 days to remedy the breach referred to in 2.3.3 above; or
- (c) ITW shall be given 30 days to remedy the breach referred to in 2.3.4 above.

3. FURTHER ASSURANCE

The parties hereto agree (at the reasonable expense of ITW and within a reasonable time of being requested to do so by ITW) to execute and deliver such documents, and do such things, as may reasonably be required by ITW to transfer the rights, obligations and liabilities of ICI under the Agreement to ITW in accordance with this deed.

4. THIRD PARTIES

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

5. GOVERNING LAW AND JURISDICTION

- 5.1 This deed and any matter arising from or in connection with it (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 5.2 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 deed, including any non-contractual disputes or claims.
- 5.3 This deed may be executed in any number of counterparts each of which when executed by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same instrument

TO BRETT M. TOLPIN COMPANY: 11 S. LASALLE STREET

IN WITNESS of which this deed has been executed as follows:

FR: H:99459 009142675842

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TO BRETT M. TOLPIN COMPANY: 11 S. LASALLE STREET

SCHEDULE

Publication number	Application number	Territory	Title	Priority date	Filing date	ICI Case No.
-	P1073046.5	Brazil	Thermal transfer dyesheet and printer	30 June 2006	27 June 2007	499172/BRW
CN101500816	CN200780029929.5	China	Thermal transfer dyesheet and printer	30 June 2006	27 June 2007	499172/CNW
EP(DE)1872960	EP06291078.1: DE602006007451.4	Germany	Thermisches Farbstoffübertragungsblatt und Drucker	-	30 June 2006	499172/DEE
EP2035233	EP0733403.5	European Patent Office	Thermal transfer dyesheet and printer	30 June 2006	27 June 2007	499172/EPE
EP(ES)1872960	EP06291078.1	Spain	Thermal transfer dyesheet and printer	-	30 June 2006	499172/ESE
EP(FR)1872960	EP06291078.1	France	Thermal transfer dyesheet and printer	-	30 June 2006	499172/FRE
EP(GB)1872960	EP06291078.1	United Kingdom	Thermal transfer dyesheet and printer	-	30 June 2006	499172/GBE
-	5156/KOLNP/2008	Indonesia	Thermal transfer dyesheet and printer	30 June 2006	27 June 2007	499172/INW
EP(IT)1872960	EP06291078.1	Italy	Thermal transfer dyesheet and printer	-	30 June 2006	499172/ITE
-	10-2009-7002067	Republic of Korea (South Korea)	Thermal transfer dyesheet and printer	30 June 2006	27 June 2007	499172/KRW
-	12/306271	USA	Thermal transfer dyesheet and printer	30 June 2006	27 June 2007	499172/USW

TO BRETT M. TOLPIN COMPANY: 11 S. LASALLE STREET

Signed as a deed by EVOLIS SA acting by an)
authorised signatory)

)
Authorized Signatory
) *EMMANUEL PICOT*
PRESIDENT

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

FR 1/3 99459 (R01) 42675862

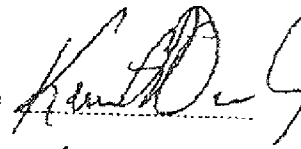
TO: BRETT M. TOLPIN COMPANY: 11 S. LASALLE STREET

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authorised signatory)

.....
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)

Signed as a deed, but not delivered until the)
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CHEMICAL INDUSTRIES LIMITED by)
its joint attorneys in the presence of a witness:)

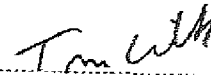
Signature



Name (block capitals)

KENNETH P. DELUCA
as attorney for
IMPERIAL
CHEMICAL
INDUSTRIES
LIMITED

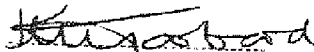
Signature



Name (block capitals)

TIMOTHY M. SILK
as attorney for
IMPERIAL
CHEMICAL
INDUSTRIES
LIMITED

Witness signature



Witness name
(block capitals)

KATHRYN M. TARSARD

Witness address

ICE JMSBATA
BRANTIAM
MANNINGTREE
COHNL

FR 1/19/432 0001 120 2503

TO BRETT M. TOLPIN COMPANY: 11 S. LASALLE STREET

Signed as a deed by ITW LIMITED acting by)
its duly authorised attorney in the presence of:

James R. Landry Jr
James R Landry Jr
12/23/09

R. Hitchcock
Signature of Witness
Robert Hitchcock
Name of Witness

475 N. GARY AVE., CAROL STREAM, IL 60188 USA
Address

GENERAL MANAGER
Occupation

FBI 12/09/10 0001/126758v2

(4)