

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	02/25/2011

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Danfoss A/S		09/05/2011	CORPORATION: DENMARK

**RECEIVING PARTY DATA**

<b>Name:</b>	Bauer Gear Motor GmbH
<b>Street Address:</b>	Eberhard Bauer Strabe 36-60
<b>City:</b>	Esslingen
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	73734
<b>Entity Type:</b>	CORPORATION: GERMANY

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	0866188	BAUER

**CORRESPONDENCE DATA**

**Fax Number:** (248)203-0763  
**Phone:** 248 203 0822  
**Email:** ipmail@dykema.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
**Correspondent Name:** William F. Kolakowski III  
**Address Line 1:** 39577 Woodward Avenue  
**Address Line 2:** Suite 300  
**Address Line 4:** Bloomfield Hills, MICHIGAN 48304

**ATTORNEY DOCKET NUMBER:** 065782-0010

**DOMESTIC REPRESENTATIVE**

**900202701**

**TRADEMARK  
 REEL: 004630 FRAME: 0309**

**CH \$40.00 0866188**

Name: William F. Kolakowski III  
Address Line 1: 39577 Woodward Avenue  
Address Line 2: Suite 300  
Address Line 4: Bloomfield Hills, MICHIGAN 48304

NAME OF SUBMITTER:	William F. Kolakowski III
Signature:	/William F. Kolakowski III/
Date:	09/22/2011

Total Attachments: 4  
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Assignment is made as of February 25, 2011 by and between Danfoss A/S, a corporation organized and existing under the laws of Denmark, Danfoss Esslingen GmbH, formerly known as Danfoss Bauer GmbH, a corporation organized and existing under the laws of Germany (collectively, "Assignors") and Bauer Gear Motor GmbH ("Assignee"), formerly known as Blitz S11-131 GmbH, a corporation organized and existing under the laws of Germany.

WHEREAS, Assignors and Assignee are parties to an Asset Purchase Agreement dated February 25, 2011 in which Assignors agree to sell to Assignee certain intellectual property including, without limitation, the patents, patent applications, utility models, registered designs, trademark registrations, and trademark applications listed on Schedule A attached hereto ("Intellectual Property"); and

WHEREAS, Assignors and Assignee desired to memorialize their agreement to sell the Intellectual Property in a form suitable for recording with various government offices;

NOW THEREFORE, in consideration of the promises and covenants contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the parties agree as follows:

### 1. ASSIGNMENT OF RIGHTS.

Assignors hereby sell, convey, transfer, assign and deliver unto Assignee, its successors and assigns, Assignors' entire right, title, and interest in and to the Intellectual Property, including

(a) all patents, including the right to sue for past infringements thereof, and patent applications, the underlying inventions described in the patents and patent applications, the right to file foreign patent applications corresponding to the patent applications, and the right to claim the priority date of the patent applications and any legal equivalents thereof, and any and all patents which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of the patent applications, or re-issues or extensions of the patents, including those listed on Schedule A attached hereto; and,

(b) all trademarks and service marks together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof including those listed on Schedule A attached hereto;

### 2. FURTHER ASSISTANCE.

Assignors hereby covenant and agree that the Assignors will at any time upon the request of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the rights, titles, and interests conveyed to Assignee herein and Assignee's successors and assigns and to permit Assignee and Assignee's successors and assigns to record this agreement against the Intellectual Property with any government office.

Danfoss A/S PKL 5/9-2011  
By: \_\_\_\_\_  
Name: Peter Halvor Larsen  
Title: Senior Director

Bauer Gear Motor GmbH  
By: [Signature]  
Name: Glenn Deegan  
Title: Managing Director

Danfoss Bauer GmbH [Signature] 3/8/2011  
By: \_\_\_\_\_  
Name: Gerhard Bepfelsen  
Title: Managing Director

**SCHEDULE A**

**I. Patents, Patent Applications, Utility Models**

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Title/Notes</u>
Germany	EP 0867641 (DE 598 01 607.4)	11/08/2001	EP 98105611.2	03/27/1998	Multi-Piece Gear Housing
Germany			10 2006 053 668.1	11/13/2006	Gearmotor With Antibacterial Coating
Germany	DE 201 06 655.6 U1	06/28/2001	201 06 655.6	04/18/2001	Clean Motor

**II. Registered Designs**

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Title/Notes</u>
Germany	M9702528	08/26/1997	M9702528	03/06/1997	Gearmotor

**III. Trademarks/Service Marks Registrations and Applications**

<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Mark and Notes</u>
China	4185073	06/28/2010	4185073	07/23/2004	BAUER
India	1298033	01/14/2006	1298033	07/23/2004	BAUER
Germany	725414	05/27/1959	B18336	07/31/1958	BAUER & Design

Madrid (WIPO)*	238250	07/12/1960	238250	07/12/1960	BAUER & Design
United States	866188	03/11/1969	72/267,324	03/22/1967	BAUER & Design
Germany	768721	12/21/1962	B25455	08/23/1961	BAUER GETRIEBE-MOTOREN & Design

\* Designated countries: Austria, Benelux, Switzerland, Germany, Algeria, Egypt, France, Hungary, Italy, Lichtenstein, Morocco, Monaco, Portugal, Serbia, Russia, San Marino, Vietnam