

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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>Eleco plc</td> <td></td> <td>12/17/2011</td> <td>CORPORATION: UNITED KINGDOM</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Eleco plc		12/17/2011	CORPORATION: UNITED KINGDOM										
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CORRESPONDENCE DATA																					
<p>Fax Number: (312)554-8015 Phone: 312 554-8000 Email: bcohn@pattishall.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Bradley L. Cohn Address Line 1: 311 S. Wacker Drive, Suite 5000 Address Line 4: Chicago, ILLINOIS 60606</p>																					
ATTORNEY DOCKET NUMBER:	02457-000-00029																				

CH \$140.00 3684921

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Bradley L. Cohn
Signature:	/bradleycohn/
Date:	02/15/2012

Total Attachments: 7

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DATED

17 DECEMBER

2011

TRADE MARKS AND BUSINESS NAME ASSIGNMENT

Between

Eleco plc

Gang Nail Systems Limited

and

ITW Limited

THIS ASSIGNMENT is made on 17th day of December 2011

Between:

- (1) **Eleco plc**, incorporated and registered in England and Wales with company number 00354915 whose registered office is at 66 Clifton Street, London EC2A 4HB ("**Eleco**").
- (2) **Gang Nail Systems Limited**, incorporated and registered in England and Wales with company number 863156 whose registered office is at 66 Clifton Street, London EC2A 4HB ("**GNSL**").
- (3) **ITW Limited**, incorporated and registered in England and Wales with company number 00559693 whose registered office is at Admiral House, St Leonard's Road, Windsor, Berks SL4 3BL ("**ITW**").

Whereas:

- (A) Eleco and GNSL are the registered proprietors of the Trade Marks set out in the Schedule.
- (B) By an asset purchase agreement having the same date as this Assignment between (amongst others) Eleco, GNSL and ITW, Eleco and GNSL have agreed to assign to ITW their rights in the Trade Marks in accordance with the terms set out below.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment, except where a different interpretation is necessary in the context, the words and expressions set out below shall have the following meanings:

"**Business Name**" means all rights of the Sellers in the names "Gang-Nail" and "Gang-Nail Systems" (and any variations thereof, including Gangnail, owned by the Sellers) including all registered and unregistered rights in the trade mark and name GANG-NAIL;

"**Main Agreement**" means the asset purchase agreement dated on or about the date of this agreement between (1) Eleco Public Limited Company; (2) Gang-Nail Systems Limited, (3) International Truss Systems (Pty) Ltd., (4) Consultec Group AB; (5) ITW Limited; (6) Hobart Foster South Africa (Pty) Ltd. and (7) ITW Construction Products AB;

"**Schedule**" means the schedule to this Assignment; and

"**Trade Marks**" means the registered trade marks set out in the Schedule.

- 1.2 Clause headings shall not affect the interpretation of this Assignment.
- 1.3 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.4 References to "including" and "includes" shall be deemed to mean respectively "including without limitation".
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Any obligation in this Assignment on a person not to do something includes an obligation not to agree or allow that thing to be done.

2. ASSIGNMENT

2.1 In consideration of the payment of the sum of £1.00 (ONE POUND STERLING) and other good and sufficient consideration receipt of which Eleco and GNSL hereby acknowledge, Eleco and GNSL hereby assign to ITW all their right, title and interest in and to each of the Trade Marks, including:

2.1.1 all statutory and common law rights attaching to each of the Trade Marks and the Business Name, together with the goodwill associated with each of the Trade Marks and the Business Name;

2.1.2 any and all copyright together with any and all other intellectual property rights of whatever nature and howsoever arising whether existing or coming into existence in the future and for all purposes in and in relation to each of the Trade Marks;

2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks and the Business Name whether occurring before, on or after the date of this Assignment.

3. FURTHER ASSURANCE

Eleco and GNSL shall, at the request and expense of ITW, execute any additional documents and do or procure that any other acts or things that may reasonably be required to give full effect to this Assignment and secure to ITW the full benefit of the rights, powers, privileges and remedies conferred upon ITW in this Assignment.

4. ENTIRE AGREEMENT

This Assignment, together with the Main Agreement, constitutes the entire agreement between the parties relating to the subject matter covered and supersedes all previous agreements, arrangements, undertakings or proposals (whether written or oral) between the parties in relation to the subject matter of this Assignment.

5. COUNTERPARTS

This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all these counterparts shall together constitute one and the same instrument. No counterpart shall be effective unless each party has executed a counterpart.

6. RIGHTS OF THIRD PARTIES

A person who is not a party to this Assignment has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Assignment.

7. GOVERNING LAW AND JURISDICTION

This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

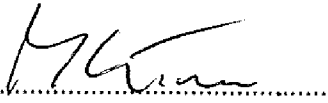
This ASSIGNMENT is signed and agreed by the parties on the date set out above

Executed by **ELECO PLC** acting by two of its directors/a director and secretary:

Signature: 

Name: ...JOHN KETTELBY.....

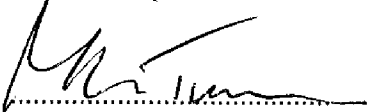
Designation: ...DIRECTOR.....

Signature: 

Name: ...MATTHEW TURNER.....


Designation: ...DIRECTOR.....

Executed by **GANG NAIL SYSTEMS LIMITED** acting by two of its directors/a director and secretary:

Signature: 

Name: ...MATTHEW TURNER.....

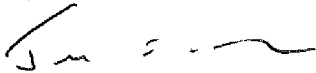
Designation: ...DIRECTOR.....

Signature: 

Name:


Designation:

in the presence of:



JEREMY JAMES DREW
TOWER BRIDGE HOUSE,
ST KATHARINE'S WAY,
LONDON

Signed by Michel CAVILLON
as duly authorised attorney for ITW
LIMITED:


.....
Signature of attorney

SCHEDULE

	Registration /App No.	Country of Registration	Trade Mark	Classes	Registered Proprietor	Renewal Date
1.	UK1222	Botswana	GANG-NAIL	6	Gang-Nail Systems Limited	13/4/2020
2.	B971246	Botswana	GANG-NAIL	19	Gang-Nail Systems Limited	17/2/2016
3.	79281	Eire	GANG-NAIL	6	Gang-Nail Systems Limited	25/4/2016
4.	79282	Eire	GANG-NAIL	19	Gang-Nail Systems Limited	25/4/2016
5.	534263	EU	GANGNAIL	9,19	Gang-Nail Systems Limited	14/5/2017
6.	3015526	EU	ECOJOIST	6, 9, 19	Eleco plc	21/1/2013
7.	7025042	EU	GN20	6,19	Eleco plc	18/6/2018
8.	7025158	EU	GN14	6,19	Eleco plc	18/6/2018
9.	7069263	EU	GN80	6,19	Eleco plc	8/7/2018
10.	7071954	EU	GN80X	6,19	Eleco plc	8/7/2018
11.	8931198	EU	GANG-NAIL Plus Device	6,7,9,19	Gang-Nail Systems Limited	24/8/2020
12.	806174	Int'l (WIPO)	ECOPRESS	7	Eleco plc	19/6/2013
13.	39420	Kenya	GANG-NAIL	19	Gang-Nail Systems Limited	23/12/2012
14.	39419	Kenya	GANG-NAIL	6	Gang-Nail Systems Limited	23/12/2012
15.	878223	UK	GANG-NAIL	6	Gang-Nail Systems Limited	13/4/2020
16.	971246	UK	GANG-NAIL	19	Gang-Nail Systems Limited	17/2/2016
17.	1457395	UK	GANG-NAIL LOGO	6	Gang-Nail Systems Limited	5/3/2018
18.	1457396	UK	GANG-NAIL LOGO	19	Gang-Nail Systems Limited	5/3/2018
19.	1584151	UK	GANG-NAIL UK LOGO (series of 2 marks)	6,19	Gang-Nail Systems Limited	2/9/2011 (unpaid)
20.	2200560	UK	ECOJOIST	6, 9,19	Eleco plc	18/6/2019
21.	2302064	UK	GANG-NAIL ENGINEERED ROOFS	9,16,19,42	Eleco plc	31/5/2012

22.	2302065	UK	GANG-NAIL ENGINEERED TRUSSES (series of 3 marks)	9,16,19,42	Eleco plc	31/5/2012
23.	2308930	UK	ECOPRESS	7	Eleco plc	23/8/2012
24.	2525491	UK	GANG-NAIL Plus Device (series of 2 marks)	6,7,9,19	Gang-Nail Systems Limited	7/9/2019
25.	3684921	US	ECOJOIST	6,9,19	Eleco plc	22/9/2019
26.	3697837	US	GN80	6,19	Eleco plc	20/10/2019
27.	3697839	US	GN80X	6,19	Eleco plc	20/10/2019
28.	3798150	US	GN14	6,19	Eleco plc	8/6/2020
29.	3912702	US	GN20	6,19	Eleco plc	1/2/2021