#### 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
Smiths Heimann GmbH		103/18/2011	LIMITED LIABILITY COMPANY: GERMANY

### **RECEIVING PARTY DATA**

Name:	Mettler-Toledo, Inc.
Street Address:	1900 Polaris Parkway
City:	Columbus
State/Country:	ОНЮ
Postal Code:	43240
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75558509	EAGLE

#### **CORRESPONDENCE DATA**

(614)792-5536 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 6147925555

Email: trademarks@standleyllp.com Correspondent Name: Standley Law Group LLP 6300 Riverside Drive Address Line 1: Address Line 4: Dublin, OHIO 43017

ATTORNEY DOCKET NUMBER:	MET2623-004
NAME OF SUBMITTER:	Melissa A. Rogers, Ohio bar member
Signature:	/Melissa A. Rogers/

**TRADEMARK** REEL: 004750 FRAME: 0575

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Date: 04/03/2012

Total Attachments: 2
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## INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Smiths Heimann, GmbH, a limited liability company organized and existing under the laws of Germany, with offices at Im Herzen 4, D-65205 Wiesbaden, Germany ("Assignor"), owns the trademarks set forth on Exhibit A hereto (the "Intellectual Property");

WHEREAS, Assignor has agreed to sell, assign, transfer and convey to Mettler-Toledo, Inc., a Delaware corporation with offices at 1900 Polaris Parkway, Columbus, Ohio 43240 ("Assignee") the Intellectual Property pursuant to the terms of an Asset Purchase Agreement dated as of the date hereof (the "Agreement") by and between Assignee, Assignor and certain other selling parties;

NOW THEREFORE, pursuant to the Agreement and for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Intellectual Property and the right to sue and collect damages and/or profits for past infringements.

Nothing contained in this Intellectual Property Assignment shall be deemed to supersede any of the obligations, agreements, covenants or warranties of the Assignor and the Assignee contained in the Agreement. In the event of any conflict or inconsistency between the provisions of this Intellectual Property Assignment and the provisions of the Agreement, the provisions of the Agreement shall prevail.

Date: March 18, 2011	Smiths Heimann GmbH  By:   Name: Arry M ROCKLY  Title: CHIEF: INTELLECTIAL PROPERTY (2005)
STATE OF mayland ss.:	
On this 19 day of meak low to me is the Child better Project from of South instrument for and on behalf of said comparacknowledged said instrument to be the free	At to and that s/he duly executed the foregoing hy being duly authorized to do so and that said individual
	Notary Public

HITA MURRAY NOTARY PUBLIC STATE OF MARYLAND My Commission Expires January 26, 2015

# Exhibit A

Mark	Country	Status	Application Date	Application Number	Grant Date	Grant Number
			24/09/1998		24/09/1998	***************************************
EAGLE	Benelux	Registered/Granted	00:00:00	39845005.6	00:00:00	701956
			24/09/1998		24/09/1998	
EAGLE	Spain	Registered/Granted	00:00:00	39845005.6	00:00:00	701956
			24/09/1998		24/09/1998	
EAGLE	Finland	Registered/Granted	00:00:00	39845005.6	00:00:00	701956
			24/09/1998		24/09/1998	
EAGLE	France	Registered/Granted	00:00:00	39845005.6	00:00:00	701956
A .			24/09/1998		24/09/1998	
EAGLE	United Kingdom	Registered/Granted	00:00:00	39845005.6	00:00:00	701956
			24/09/1998		24/09/1998	
EAGLE	Italy	Registered/Granted	00:00:00	39845005.6	00:00:00	701956
			24/09/1998		24/09/1998	
EAGLE	Norway	Registered/Granted	00:00:00	39845005.6	00:00:00	701956
			24/09/1998		24/09/1998	
EAGLE	Sweden	Registered/Granted	00:00:00	39845005.6	90/00/00	701956
	Int. Agreement &		24/09/1998		24/09/1998	
EAGLE	Pretocol	Registered/Granted	00:00:00	39845005.6	00:00:00	701956
			26/10/1998		14/01/2000	
BAGLE	Canada	Registered/Granted	00:00:00	894353	00:00:00	521529
			24/09/1999			
BAGLE	United States	Registered/Granted	00:00:00	75558509	01.11.2000 00:00	2307302
					19/05/2000	
BAGLE	Japan	Registered/Granted	11.06.1998 00:00	94970/98	00:00:00	4384316
BAGLE	Germany	Registered/Granted	08.08.1998 00.00	39845005.6	09.03.1998 00:00	39845005
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Multitask	Worldwide	Unregistered	<u> </u>	<b> </b>	-	<u> </u>
Simultask	Worldwide	Unregistered				
MDX	Worldwide	Unregistered				

TRADEMARK REEL: 004750 FRAME: 0578

**RECORDED: 04/03/2012**