

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
Illinois Tool Works, Inc.		07/25/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Fletcher-Terry Company, LLC.		
Street Address:	91 Clark Drive		
City:	East Berlin		
State/Country:	CONNECTICUT		
Postal Code:	06023		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2207132	MITRE-MITE	
Registration Number:	2551614	POWER TWIST	
Registration Number:	2266474	MITRE-MITE	
CORRESPONDENCE DATA			
Fax Number:	6177224999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179736188		
Email:	jlynch@pbl.com		
Correspondent Name:	Jennifer Lynch		
Address Line 1:	800 Boylston Street		
Address Line 2:	Posternak Blankstein & Lund LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	17533-7		
NAME OF SUBMITTER:	Jennifer Lynch		

OP \$90.00 2207132

Signature:	/Jennifer Lynch/
Date:	07/26/2012
Total Attachments: 8 source=IPASSIGNMENT#page1.tif source=IPASSIGNMENT#page2.tif source=IPASSIGNMENT#page3.tif source=IPASSIGNMENT#page4.tif source=IPASSIGNMENT#page5.tif source=IPASSIGNMENT#page6.tif source=IPASSIGNMENT#page7.tif source=IPASSIGNMENT#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of July 25, 2012, is made by Illinois Tool Works Inc., a Delaware corporation ("**Parent**"), in favor of The Fletcher-Terry Company, LLC, a Connecticut limited liability company ("**Fletcher-Terry**"), the purchaser of certain assets of parent pursuant to that certain Asset and Quota Purchase Agreement of even date herewith (the "**Purchase Agreement**"), by and among parent, Fletcher-Terry, AMP Holdings, LLC, a Delaware limited liability company and wholly-owned subsidiary of Fletcher-Terry ("**AMP Acquisition Sub**") and Alfa Holdings, LLC, a Delaware limited liability company and wholly-owned subsidiary of Fletcher-Terry ("**Alfa Acquisition Sub**") and together with AMP Acquisition Sub and Fletcher-Terry, the "**Buyers**").

WHEREAS, under the terms of the Purchase Agreement, Parent has conveyed, transferred and assigned to Buyers, among other assets, certain intellectual property of parent, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Parent hereby irrevocably conveys, transfers and assigns to Fletcher-Terry, and Fletcher-Terry hereby accepts, all of Parent's right, title and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**");

(c) all rights of any kind whatsoever of Parent accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Parent authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other U.S. or foreign governmental officials to record and register this IP Assignment upon request by Fletcher-Terry. Parent shall take such steps and actions following the date hereof, to assist in the assignment and transfer the Assigned IP to Fletcher-Terry in accordance with Section 7.1(e) of the Purchase Agreement. Subject to Section 7.1(e) of the Purchase Agreement, Fletcher-Terry shall be responsible for the preparation of any such documents, files or registrations.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

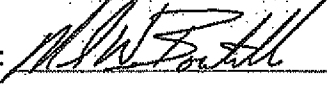
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, PARENT has duly executed and delivered this IP Assignment as of the date first above written.

ILLINOIS TOOL WORKS INC.

By: 

Name:

Title:

AGREED TO AND ACCEPTED:

THE FLETCHER-TERRY
COMPANY, LLC

By: _____

Name: Brian Johnson

Title: Managing Director

IN WITNESS WHEREOF, PARENT has duly executed and delivered this IP Assignment as of the date first above written.

ILLINOIS TOOL WORKS INC.

By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

THE FLETCHER-TERRY
COMPANY, LLC

By: 

Name: Brian Johnson

Title: Managing Director

SCHEDULES

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

SCHEDULE 2

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK
APPLICATIONS**

Patent Schedule 5.11(a)

Country	ApplicationStatus	AppNumber	FileDate	PatNumber	IssDate	Owner
US	Granted	09/894444	28-Jun-01	6679669	20-Jan-04	Illinois Tool Works Inc.
MX	Granted	MIXPA02006426 A	26-Jun-02	240077	6-Sep-06	Illinois Tool Works Inc.
IT	Pending	BO1999A000440	2-Aug-99			Illinois Tool Works Inc.
BR	Granted	BR0006976	5-Jun-00	P10006976-0	3-Jun-08	Illinois Tool Works inc.
US	Granted	09/453288	3-Dec-99	6276886	21-Aug-01	Illinois Tool Works Inc.
ES	Granted	943764.1	5-Jun-00	ES2258464 T3	22-Feb-06	Illinois Tool Works Inc.
FR	Granted	00943764.1	5-Jun-00	1117316	22-Feb-06	Illinois Tool Works Inc.
GB	Granted	00943764.1	5-Jun-00	1117316	22-Feb-06	Illinois Tool Works inc.
TR	Granted	2004/00998	2-Feb-01	54803 or 2004 0998	28-Apr-04	Illinois Tool Works Inc.
US	Granted	09/775467	5-Feb-01	6651861	25-Nov-03	Illinois Tool Works Inc.
ES	Granted	01102162.3	2-Feb-01	ES 2220599 T3	28-Apr-04	Illinois Tool Works Inc.
IT	Granted	IT2000A0000061	14-Feb-00	1321011	18-Dec-03	Illinois Tool Works Inc.
FR	Granted	01102162.3	2-Feb-01	1125699	28-Apr-04	Illinois Tool Works Inc.
GB	Granted	01102162.3	2-Feb-01	1125699	28-Apr-04	Illinois Tool Works Inc.
PT	Granted	01102162.3	2-Feb-01	1125699	28-Apr-04	Illinois Tool Works Inc.

ID	Granted	P970596	27-Feb-97	ID0007189	7-Mar-02	Illinois Tool Works Inc.	Pending recordal of assignment to Illinois Tool Works .
ES	Granted	96118690.5	21-Nov-96	ES 2149418 T3	7-Jun-00	Illinois Tool Works Inc.	
DE	Granted	EP96118690.5	21-Nov-96	69608783	7-Jun-00	Illinois Tool Works Inc.	#####
US	Granted	08/756742	26-Nov-96	5758812	2-Jun-98	Illinois Tool Works Inc.	
CN	Granted	96123137	17-Dec-96	1078686	30-Jan-02	Illinois Tool Works Inc.	
FR	Granted	96118690.5	21-Nov-96	0793027	7-Jun-00	Illinois Tool Works Inc.	
GB	Granted	96118690.5	21-Nov-96	0793027	7-Jun-00	Illinois Tool Works Inc.	
IT	Granted	BO2004A000768	15-Dec-04	1353100	28-Jan-09	Illinois Tool Works Inc.	
IT	Granted	BO1992U000190	30-Apr-02	252259	31-May-04	Illinois Tool Works Inc.	
US	Granted	12/420512	8-Apr-09	8100619	24-Jan-12	Illinois Tool Works Inc.	

ALFA-AM)								
List of Trade Mark								
Country	Trademark	Status	AppNo	FileDate	RegNo	RegDate	Owner	Remarks
Argentina	MITRE-MITE	Registered	2129867	09-Feb-1998	1764035	25-Nov-1999	Illinois Tool Works Inc.	
Brazil	MITRE-MITE	Registered	820599387	15-Apr-1998	820599387	03-Jan-2006	Illinois Tool Works Inc.	
Brazil	MITRE-MITE	Registered	820599395	15-Apr-1998	820599395	03-Jan-2006	Illinois Tool Works Inc.	
Chile	MITRE-MITE	Registered	406987	27-Feb-1998	529907 (for mar reg. no. 1 New Reg. No. 361676	20-Aug-1998	Illinois Tool Works Inc.	
China (People's Republic)	ALFAMACCHINE	Registered	5666559	18-Oct-2006	5666559	07-Jan-2010	Illinois Tool Works Inc.	
China (People's Republic)	ALFAMACCHINE	Registered	5666560	18-Oct-2006	5666560	28-Nov-2009	Illinois Tool Works Inc.	
China (People's Republic)	ALFAMACCHINE	Registered	200859139	11-Apr-2005	4592656	14-Feb-2008	Illinois Tool Works Inc.	
China (People's Republic)	ALFAMACCHINE	Registered	6993890	10-Oct-2008	6993890	07-Jun-2010	Illinois Tool Works Inc.	
China (People's Republic)	ALFAMACCHINE In Chinese Characters	Registered	4148631	02-Jul-2004	4148631	14-Oct-2008	Illinois Tool Works Inc.	
China (People's Republic)	ALFAMACCHINE In Chinese Characters	Registered	4148632	02-Jul-2004	4148632	28-Oct-2008	Illinois Tool Works Inc.	
China (People's Republic)	ALFAMACCHINE Stylized	Registered	6993889	10-Oct-2008	6993889	14-Jun-2010	Illinois Tool Works Inc.	
China (People's Republic)	POWER TWIST	Registered	7000171	04-Oct-2008	7000171	07-Jun-2010	Illinois Tool Works Inc.	
Colombia	MITRE-MITE	Registered	98014505	16-Mar-1998	256452	09-Jan-2001	Illinois Tool Works Inc.	
Colombia	MITRE-MITE	Registered	98014512	16-Mar-1998	214933	28-Dec-1998	Illinois Tool Works Inc.	
Costa Rica	MITRE-MITE	Registered	113321	26-Oct-1998	113321	23-Apr-1999	Illinois Tool Works Inc.	
Costa Rica	MITRE-MITE	Registered	113322	26-Oct-1998	113322	23-Apr-1999	Illinois Tool Works Inc.	
Ecuador	MITRE-MITE	Registered	90866	24-Aug-1998	5303	10-Aug-2000	Illinois Tool Works Inc.	
Ecuador	MITRE-MITE	Registered	90950	24-Aug-1998	5302	10-Aug-2000	Illinois Tool Works Inc.	
European Community	ALFAMACCHINE	Registered	7357247	30-Oct-2008	7357247	07-Oct-2009	Illinois Tool Works Inc.	
European Community	POWER TWIST	Registered	1309640	15-Sep-1999	1309640	20-Nov-2000	Illinois Tool Works Inc.	
Guatemala	MITRE-MITE	Registered	0855/9	04-Feb-1999	99307	24-Sep-1999	Illinois Tool Works Inc.	
Guatemala	MITRE-MITE	Registered	0853/9	04-Feb-1999	99303	24-Sep-1999	Illinois Tool Works Inc.	
India	ALFAMACCHINE	Registered	1771469	06-Jan-2009	1771469	17-Feb-2011	Illinois Tool Works Inc.	
India	ALFAMACCHINE (stylized)	Registered	1750566	04-Feb-2005	1750566	08-Feb-2011	Illinois Tool Works Inc.	To be abandoned because of defect in filing.
Iran	ALFAMACCHINE	Pending	87081138	03-Nov-2008			Illinois Tool Works Inc.	Pending
Italy	ALFAGRAF	Registered	309200480	25-Mar-1994	703095	25-Mar-1994	Illinois Tool Works Inc.	
Italy	ALFAMACCHINE	Registered	310200480	25-Mar-1994	703096	25-Mar-1994	Illinois Tool Works Inc.	
Mexico	MITRE-MITE	Registered	321788	04-Feb-1998	576205	14-May-1998	Illinois Tool Works Inc.	
Mexico	MITRE-MITE	Registered	327456	26-Mar-1998	576311	14-May-1998	Illinois Tool Works Inc.	
Russian Federation	ALFAMACCHINE	Registered	2009716287	09-Jul-2009	413605	15-Jul-2010	Illinois Tool Works Inc.	
Thailand	ALFAMACCHINE	Pending	713769	05-Nov-2008			Illinois Tool Works Inc.	Pending
Thailand	ALFAMACCHINE	Registered	713770	05-Nov-2008	TM3114201	30-Apr-2010	Illinois Tool Works Inc.	
Thailand	POWER TWIST	Registered	714187	11-Nov-2008	TM312112	26-Feb-2010	Illinois Tool Works Inc.	
Turkey	ALFAMACCHINE	Registered	20086227818	03-Nov-2008	200863459	03-Nov-2008	Illinois Tool Works Inc.	
United States of America	MITRE-MITE	Registered	75/368413	07-Oct-1997	2207132	01-Dec-1998	Illinois Tool Works Inc.	
United States of America	MITRE-MITE	Registered	75/408536	19-Dec-1997	2286474	03-Aug-1999	Illinois Tool Works Inc.	
United States of America	POWER TWIST	Registered	75/829434	21-Oct-1999	2551614	26-Mar-2002	Illinois Tool Works Inc.	
Uruguay	MITRE-MITE	Registered	307744	09-Oct-1998	307744	05-Mar-1999	Illinois Tool Works Inc.	
Venezuela	MITRE-MITE	Registered	4275/98	30-Oct-1998	P211248	20-Apr-1999	Illinois Tool Works Inc.	
Venezuela	MITRE-MITE	Registered	4276/98	30-Oct-1998	P211249	20-Apr-1999	Illinois Tool Works Inc.	