

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT										
EFFECTIVE DATE:	04/03/2009										
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>Chalwyn Limited</td> <td></td> <td>03/24/2011</td> <td>CORPORATION:</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Chalwyn Limited		03/24/2011	CORPORATION:
Name	Formerly	Execution Date	Entity Type								
Chalwyn Limited		03/24/2011	CORPORATION:								
RECEIVING PARTY DATA											
Name:	Roper Industries Limited										
Street Address:	9-10 Market Place										
Internal Address:	5th Floor										
City:	London										
State/Country:	UNITED KINGDOM										
Postal Code:	W1W 8AQ										
Entity Type:	CORPORATION: UNITED KINGDOM										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2190391</td> <td>CHALWYN</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	2190391	CHALWYN		
Property Type	Number	Word Mark									
Registration Number:	2190391	CHALWYN									
CORRESPONDENCE DATA											
Fax Number:											
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Email:	trademarks@crbcp.com, aarmstrong@crbcp.com, esmarzluf@crbcp.com										
Correspondent Name:	Eric S. Marzluf										
Address Line 1:	1635 Market Street										
Address Line 2:	12th Floor, Seven Penn Center										
Address Line 4:	Philadelphia, PENNSYLVANIA 19103										
ATTORNEY DOCKET NUMBER:	A1213/30001										
DOMESTIC REPRESENTATIVE											

CH \$40.00 2190391

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Eric S. Marzluf
Signature:	/E.S. Marzluf/
Date:	04/08/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT

WHEREAS, CHALWYN LIMITED, a corporation organized and existing under the laws of the United Kingdom, Registration No. 6502223, having an address at Western Way, Bury St. Edmonds, Suffolk IP33 3SZ United Kingdom (hereinafter "CHALWYN"), is the owner of all rights, title and interest in and to the trademarks and trademark registrations as identified in Exhibit A, attached, hereinafter collectively referred to as "Trademark Rights," and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights;

WHEREAS, ROPER INDUSTRIES LIMITED, a corporation organized and existing under the laws of the United Kingdom, Registration No. 2509935, and having an address at 5th Floor, 9-10 Market Place, London W1W 8AQ United Kingdom, (hereinafter "RIL"), is desirous of acquiring all of the rights, title and interest in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights;

WHEREAS, CHALWYN and RIL are parties to a BUSINESS TRANSFER AGREEMENT dated April 3, 2009 ("the Agreement");

WHEREAS, pursuant to the Agreement CHALWYN agreed to sell and did sell, and RIL agreed to purchase and did purchase the undertaking and all of the Assets of CHALWYN as identified therein including, but not limited to the Trademark Rights and the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights; and

WHEREAS, CHALWYN and RIL desire to memorialize the transfer of the Trademark Rights and the goodwill associated therewith pursuant to the Agreement in a form suitable for recordation.

NOW, THEREFORE, CHALWYN and RIL, intending to be legally bound under the laws of the United Kingdom, and for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

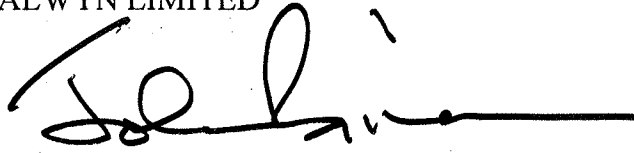
1. CHALWYN hereby confirms its agreement to sell, confirms that it sold and does hereby sell to RIL, and RIL hereby confirms its agreement to purchase, confirms that it purchased and does hereby purchase from CHALWYN, and assigns and transfers to RIL all of the rights, title and interest in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights, including the right to sue others for past acts of infringement of the Trademark Rights and to retain all revenues received from others for past acts of infringement of the Trademark Rights.

2. CHALWYN further agrees for itself, successors, assigns, and its legally bound predecessors to execute, without further consideration, any further legal documents, any further assignments, and any releases, declarations, renewals or other applications for Trademark Rights that may be deemed necessary by RIC, or by RIC's successors-in-interest or assigns, fully to secure to RIC, or to RIC's successors-in-interest or assigns, RICL's interest as aforesaid in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights.

IN WITNESS WHEREOF, I hereunto set my hand this 24th day of March 2011 on behalf of:

CHALWYN LIMITED

By



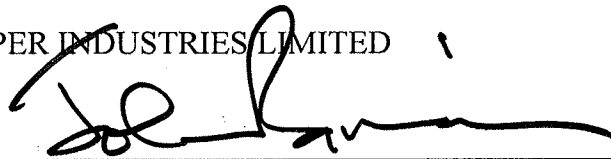
Name: John Bignall
Title: Company Secretary

IN WITNESS WHEREOF, I hereunto set my hand this 24th day of March, 2011 on

behalf of:

ROPER INDUSTRIES LIMITED

By



Name: John Bignall

Title: Company Secretary

SCHEDULE A
to Trademark Assignment

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
United States	2,190,391	09/22/1998	CHALWYN
Benelux	0539295	09/17/1993	CHALWYN
Australia	1125289	07/24/2006	CHALWYN & Design