

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.		08/17/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	S. C. Johnson & Son, Inc.
Street Address:	1525 Howe Street
City:	Racine
State/Country:	WISCONSIN
Postal Code:	53403
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2272978	PACK MATE
Registration Number:	2980906	PACK MATE
Registration Number:	2055701	SPACE BAG
Registration Number:	2189041	SPACE BAG
Registration Number:	3664940	
Registration Number:	2029396	SPACE SAVER BAG
Registration Number:	2525984	STACK & VAC
Registration Number:	2541191	VACUSAC
Registration Number:	3347050	ZIP 'N GO

CORRESPONDENCE DATA

Fax Number: 4142974900  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 414-271-2400  
 Email: jvandenplas@foley.com

OP \$240.00 2272978

Correspondent Name: Jeffrey S. Gundersen  
Address Line 1: Foley & Lardner LLP  
Address Line 2: 777 E. Wisconsin Avenue  
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	043535-0353
NAME OF SUBMITTER:	Jennifer Vandenplas
Signature:	/Jennifer Vandenplas/
Date:	09/16/2013

**Total Attachments: 7**

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**ASSIGNMENT OF TRADEMARKS AND  
TRADEMARK REGISTRATION RIGHTS**

**WHEREAS**, Illinois Tool Works Inc., a Delaware corporation of 3600 West Lake Avenue, Glenview, IL 60026 ("Seller"), is the owner of the trademark applications and registrations set forth on the attached Exhibit A (the "Registrations") for the trademarks (the "Registered Trademarks") listed in the Registrations.

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of June 28, 2012, by and between S. C. Johnson & Son, Inc., a Wisconsin corporation of 1525 Howe Street, Racine, WI 53403 ("Buyer"), and Seller (the "Purchase Agreement"), Buyer has agreed to acquire from Seller, and Seller has agreed to transfer to Buyer, all right, title and interest in and to (a) the Registered Trademarks and (b) the common law trademarks, service marks and trade names that constitute "Transferred Intellectual Property" under the Purchase Agreement (such common law trademarks, service marks and trade names and the Registered Trademarks are collectively referred to as the "Trademarks").

**NOW, THEREFORE**, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns and transfers to Buyer and its successors and assigns all right, title and interest in and to, and the use of, the Trademarks and all renewals thereof, together with (a) the goodwill of the business symbolized by the Trademarks and (b) all claims and demands that Seller (either itself or through its predecessor(s)) may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the Trademarks, including, without limitation, the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by Buyer and its successors and assigns as fully and entirely as the same would have been held and enjoyed by Seller if this sale, assignment and transfer had not been made.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

*[Signature page follows]*

IN WITNESS WHEREOF, Seller and Buyer have caused their respective duly authorized officers to execute and deliver this instrument as of August 17, 2012.

ILLINOIS TOOL WORKS INC.

S. C. JOHNSON & SON, INC.

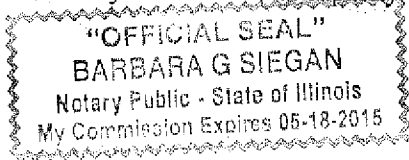
By: [Signature]  
David Livingston, Vice President  
Print Name & Title

By: [Signature] CS  
Gary R. Akavickas, Secretary  
Print Name & Title

NOTARY CERTIFICATE – ILLINOIS TOOL WORKS INC.

State of Illinois )  
County of Cook )

On this 17<sup>th</sup> day of August, 2012 before me appeared David Livingston, known to me personally and in the capacity in which he/she has signed, and after executing this document acknowledged and affirmed that he/she did so freely, and in the capacity indicated, and that he/she has the power of authority to do so in that capacity on behalf of that entity.



[Signature]  
Notary Public

NOTARY CERTIFICATE – S.C. JOHNSON & SON, INC.














State of Wisconsin )  
County of Racine )

On this 17 day of August, 2012 before me appeared Gary R. Akavickas, known to me personally and in the capacity in which he/she has signed, and after executing this document acknowledged and affirmed that he/she did so freely, and in the capacity indicated, and that he/she has the power of authority to do so in that capacity on behalf of that entity.















[Signature]  
Notary Public, State of Wisconsin  
My Commission Expires: 2/9/14

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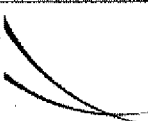

**EXHIBIT A**

<u>Trademark</u>	<u>Image</u>	<u>Country</u>	<u>Status</u>	<u>Appl/Reg No.</u>	<u>Filing/Reg Date</u>
Shou Na Bo Shi In Chinese Characters & SPACE BAG Design		China	Registered	5385831	21-May-2009
PACK MATE		Canada	Registered	TMA602105	12-Feb-2004
PACK MATE		USA	Registered	2272978	24-Aug-1999
PACK MATE & Design		Australia	Registered	1051897	21-Apr-2005
PACK MATE & Design		Colombia	Registered	307908	26-Dec-2005
PACK MATE & Design		Colombia	Registered	308809	12-Jan-2006
PACK MATE & Design		Colombia	Registered	307948	26-Dec-2005
PACK MATE & Design		Japan	Registered	5019465	19-Jan-2007
PACK MATE & Design		Korea, Republic of	Registered	400709854	16-May-2007
PACK MATE & Design		Mexico	Registered	882379	25-May-2005
PACK MATE & Design		Mexico	Registered	882380	25-May-2005
PACK MATE & Design		New Zealand	Registered	728349	19-Apr-2005
PACK MATE & Design		USA	Registered	2980906	02-Aug-2005
SPACE BAG		Argentina	Registered	2056934	12-Dec-2005
SPACE BAG		Chile	Registered	709629	24-Nov-2004
SPACE BAG		China	Registered	4035135	21-Mar-2009
SPACE BAG		Colombia	Registered	362736	30-Sep-2008
SPACE BAG		Peru	Registered	133953	13-Dec-2007
SPACE BAG		United Kingdom	Registered	2128401	17-Jul-1998
SPACE BAG		USA	Registered	2055701	22-Apr-1997
SPACE BAG & Design		Australia	Registered	794956	21-May-1999
SPACE BAG & Design		Brazil	Registered	824456637	02-Oct-2007


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<u>Trademark</u>	<u>Image</u>	<u>Country</u>	<u>Status</u>	<u>Appl/Reg No.</u>	<u>Filing/Reg Date</u>
SPACE BAG & Design		Croatia	Pending	Z20111074A	02-Jun-2011
SPACE BAG & Design		European Community	Registered	1181866	06-Nov-2000
SPACE BAG & Design		Hong Kong	Registered	2003B06671	23-May-2003
SPACE BAG & Design		India	Registered	1713807	04-Mar-2011
SPACE BAG & Design		Japan	Registered	4472780	11-May-2001
SPACE BAG & Design		Korea, Republic of	Registered	527923	19-Aug-2002
SPACE BAG & Design		Mexico	Registered	784302	24-Mar-2003
SPACE BAG & Design		New Zealand	Registered	642670	31-Jan-2002
SPACE BAG & Design		Norway	Registered	251844	29-Jul-2009
SPACE BAG & Design		Russian Federation	Registered	397073	22-Dec-2009
SPACE BAG & Design		Singapore	Registered	T08/09682F	22-Jul-2008
SPACE BAG & Design		Switzerland	Registered	579800	18-Jul-2008
SPACE BAG & Design		Taiwan	Registered	1061595	16-Oct-2003
SPACE BAG & Design		Turkey	Registered	2008 41918	11-Aug-2009

<u>Trademark</u>	<u>Image</u>	<u>Country</u>	<u>Status</u>	<u>Appl/Reg No.</u>	<u>Filing/Reg Date</u>
SPACE BAG & Design		USA	Registered	2189041	15-Sep-1998
SPACE BAG in Chinese Characters	司倍氏	China	Registered	9279217	06-Apr-2012
SPACE BAG in Chinese Characters	司倍氏	China	Pending	9279216	30-Mar-2011
SPACE BAG in Chinese Characters	司倍氏	Taiwan	Registered	1486898	16-Nov-2011
SPACE BAG in Chinese Characters & Design (series of 3)	 " 拾倍易事 壓縮袋" " 拾倍易事 壓縮袋"	Hong Kong	Registered	300247987	16-Feb-2005
SPACE BAG in Chinese Characters (Block Letters)	拾倍易事 壓縮袋	China	Registered	4170512	21-Feb-2009
SPACE BAG in Chinese Characters (Stylized)		China	Registered	4170513	21-Feb-2009
THE SPACE BAG		Canada	Registered	TMA460173	12-Jul-1996
THE SPACE BAG		France	Registered	96631706	26-Jun-1996
THE SPACE BAG		Spain	Registered	2042132	05-Feb-1997
THE SPACE BAG		Spain	Registered	2042133	05-Feb-1997
THE SPACE BAG		Italy	Registered	776041	19-Mar-1999
Bao Bei Dai in Chinese Characters		China	Registered	5385830	14-May-2009
Bao Yi Dai in Chinese Characters		China	Registered	5385828	14-May-2009
SPACE MAKER PLUS (Stylized)		Germany	Registered	30646820	18-Jan-2007
SPACE MAKER PLUS (Stylized)		Taiwan	Registered	1285555	01-Nov-2007
COMPRESSION SUPERSTAR BAG in Chinese Characters	袋神壓縮袋	China	Pending	8098739	05-Mar-2010
ORIGINAL SPACE BAG STORAGE PRODUCTS & Design		Cambodia	Registered	36355	01-Mar-2011

<u>Trademark</u>	<u>Image</u>	<u>Country</u>	<u>Status</u>	<u>Appl/Reg No.</u>	<u>Filing/Reg Date</u>
ORIGINAL SPACE BAG STORAGE PRODUCTS & Design		China	Pending	8268925	05-May-2010
ORIGINAL SPACE BAG STORAGE PRODUCTS & Design		Laos	Registered	20383	25-May-2010
ORIGINAL SPACE BAG STORAGE PRODUCTS & Design		Viet Nam	Pending	4200925124	19-Nov-2009
ORIGINAL SPACE BAG STORAGE PRODUCTS & Design with SPACE BAG in Chinese Characters		China	Pending	9279214	30-Mar-2011
ORIGINAL SPACE BAG STORAGE PRODUCTS & Design with SPACE BAG in Chinese Characters		China	Registered	9279218	06-Apr-2012
ORIGINAL SPACE BAG STORAGE PRODUCTS & Design with SPACE BAG in Chinese Characters		Taiwan	Registered	1506105	16-Apr-2012
ORIGINAL SPACE BAG TO GO		China	Pending	8268924	05-May-2010
Space Bag Double Swoosh Design		European Community	Registered	7252174	21-Jun-2009
Space Bag Double Swoosh Design		USA	Registered	3664940	04-Aug-2009
SPACE PACK in English and Katakana		Japan	Registered	2719189	31-Jan-1997
SPACE SAVER BAG		France	Registered	96640446	04-Sep-96
SPACE SAVER BAG		Germany	Registered	39637196.5	17-Feb-1997
SPACE SAVER BAG		Italy	Registered	776057	19-Mar-1999
SPACE SAVER BAG		USA	Registered	2029396	07-Jan-1997
STACK & VAC		USA	Registered	2525984	01-Jan-2002



<u>Trademark</u>	<u>Image</u>	<u>Country</u>	<u>Status</u>	<u>Appl/Reg No.</u>	<u>Filing/Reg Date</u>
SUPERPACK		Mexico	Registered	884402	30-May-2005
SUPERPACK		Mexico	Registered	884403	30-May-2005
SUPERPACK & Design		European Community	Registered	4814448	17-Jul-2007
VACUSAC		USA	Registered	2541191	19-Feb-2002
ZIP'N GO		USA	Registered	3347050	04-Dec-2007

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