

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ranco Incorporated of Delaware		06/18/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fox US Bidco Corp.		
Street Address:	1209 Orange Street		
City:	Wilimington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	0872112	D-FROST-O-MATIC	
Registration Number:	1502013	P	
Registration Number:	0758044	PARAGON	
Registration Number:	0758088	PARAGON	
Registration Number:	0864981	R	
Registration Number:	0341055	RANCO	
Registration Number:	0584070	RANCO	
Registration Number:	0587824	RANCO	
Registration Number:	1511579	SUPER CAP	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-554-8000		
Email:	kjl@pattishall.com		
Correspondent Name:	Kim Lukavsky c/o Pattishall McAuliffe et		
Address Line 1:	200 South Wacker Drive		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		

CH \$240.00 0872112

ATTORNEY DOCKET NUMBER:	02962-00001
NAME OF SUBMITTER:	Brett A. August
SIGNATURE:	/Brett A. August/
DATE SIGNED:	07/30/2014

Total Attachments: 17

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the *Assignment*) dated as of June 18, 2014 (the *Closing Date*), is made and entered into by and among RANCO INCORPORATED OF DELAWARE, a company incorporated under the laws of Delaware, having its registered office at 1679 South Dupont Highway, Suite 100, Dover, Delaware 19901 (*Assignor*) and FOX US BIDCO CORP., a company incorporated under the laws of Delaware, having its registered office at 1209 Orange Street, Wilmington, Delaware 19801 (*Assignee*).

RECITALS:

WHEREAS, Assignor is the owner of the trademark applications and registrations identified on Part 1 of Schedule A to this Assignment (collectively, the *Trademarks*), and Assignor was, before their expiry, owner of the expired trademarks identified on Part 2 of Schedule A to this Assignment (collectively, the *Expired Trademarks*);

WHEREAS, pursuant to that certain Stock and Asset Purchase Agreement, dated as of February 4, 2014, by and between Assignor's parent company, Invensys plc (now known as Invensys Limited), and Fox Holdings S.à r.l. (the *Purchase Agreement*), Assignor has agreed to assign the Trademarks and any rights it has to sue for past infringement in respect of the Expired Trademarks to Assignee.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment.

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee: (i) all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill symbolized thereby, including (without limitation) the right to sue for all past, present and future infringement and dilution thereof and to settle and retain proceeds from any such actions; and (ii) any rights that Assignor has to sue for past infringement and dilution of the Expired Trademarks and to settle and retain proceeds from any such actions. As of the date of this Assignment, Assignee shall assume from Assignor all Assumed Liabilities to the extent related to the Trademarks or the Expired Trademarks and shall discharge and perform such Assumed Liabilities when due.

2. Cooperation.

This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate Government Entity. Assignor agrees to execute and deliver to Assignee, at Assignee's sole cost and expense, such further assignments and related documents with respect to the Trademarks and the Expired Trademarks, as Assignee shall reasonably request to vest the title to the Trademarks, and any rights that Assignor has to sue for past infringement of the Expired Trademarks, in the name of Assignee.

3. General Provisions.

Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement. This Assignment along with its Schedule, together with the Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except in writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.

4. Governing Law.

This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.

5. Counterparts.

This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Closing Date.

RANCO INCORPORATED OF DELAWARE

By: 

Name: Peter Wexler

Title: General Counsel

FOX US BIDCO CORP.

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Closing Date.

RANCO INCORPORATED OF DELAWARE

By: _____
Name:
Title:

FOX US BIDCO CORP.

By: Michael J. McConvery
Name: Michael J. McConvery
Title: Vice President and Assistant Secretary

SCHEDULE A

Part 1: Trademarks

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
D-FROST-O-MATIC	United States of America	Registered	72/301,247	24-Jun-68	872112	1-Jul-89	9
P (and Design)	United States of America	Registered	73/690,925	19-Oct-87	1502013	30-Aug-88	9
PARAGON	Australia	Registered	748231	7-Nov-97	748231	3-Sep-99	9
PARAGON	Brazil	Registered	816933022	5-Oct-92	816933022	22-Feb-94	9
PARAGON	Canada	Registered	314,758	16-Jul-68	163507	20-Jun-69	9
PARAGON	China	Registered	0	5-Jul-83	183742	5-Jul-83	(9)14
PARAGON	China	Registered			183743	5-Jul-83	(9)66
PARAGON	Italy	Registered	RM2004C00302	25-May-94	1095129	16-Dec-96	9
PARAGON	Mexico	Registered	111502	31-Jul-62	111502	31-Jul-92	14, 14
PARAGON	New Zealand	Registered		13-Apr-94	235912	26-Nov-96	9
PARAGON	Republic of Korea	Registered	50-2003-2072	14-Jul-82	4089278	4-Mar-83	14
PARAGON	Republic of Korea	Registered	50-2003-7726	25-Jun-03	4092563	5-Jul-83	9
PARAGON	Republic of Korea	Registered	50-2003-7727	5-Jul-83	4092562	5-Jul-83	7,9

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
PARAGON	Republic of Korea	Registered	40-2003-53666	4-Dec-03	40599633	16-Nov-04	9
PARAGON	United States of America	Registered	72/160,217	4-Jan-63	758044	8-Oct-83	7
PARAGON	United States of America	Registered	72/160,216	4-Jan-63	758088	8-Oct-83	9
PARAGON	India	Pending	745375	20-Dec-1996			7
PARAGON	India	Pending	745376	20-Dec-1996			9
R Design	Argentina	Registered	3236741	10-Feb-03	2600975	15-May-03	11
R Design	Argentina	Registered	3295082	29-Sep-03	1963986	15-Dec-03	11
R Design	Aruba	Registered	506119	6-May-88	11910	28-Sep-88	12, 9,11,
R Design	Benelux	Registered	559420	2-Dec-71	87804	2-Dec-71	11,12, 7,9&
R Design	Bosnia and Herzegovina	Registered	BAZ026325A	28-Oct-02	BAZ026325 A	9-Nov-07	11, 7,9
R Design	Brazil	Registered	006495273	5-Jan-70	006495273	10-Jan-87	9.25
R Design	Canada	Registered	328,783	23-Dec-69	TMA17566 7	23-Apr-71	0
R Design	China	Registered	2000139119	8-Sep-00	1673824	28-Nov-01	7
R Design	China	Registered	722589	5-Jul-93	722589	28-Dec-94	9
R Design	China	Registered	21351	10-Jun-85	270362	30-Nov-86	9
R Design	Colombia	Registered	119343	26-Dec-69	73427	23-Feb-71	9

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
R Design	Croatia	Registered		23-Jan-70	Z921205	1-Mar-92	11,12, 37, 7,9 &
R Design	European Union	Registered	108183	1-Apr-96	108183	21-Apr-98	11, 7, 9
R Design	France	Registered	1558776	7-Nov-89	1558776	7-Nov-89	11, 12, 7, 9
R Design	Fmr. Yug. Rep. of Macedonia	Registered		23-Jan-70	3960	23-Jan-70	11, 12, 37, 7, 9
R Design	Israel	Registered	87394	12-May-93	87394	6-Apr-95	9
R Design	Italy	Registered	RM2009C00655 2	24-Dec-69	1258856	24-Dec-09	11, 12, 37, 7, 9
R Design	Japan	Registered	S45-023690	10-Mar-70	972327	20-Jul-72	11, 17, 19, 20, 6, 7
R Design	Japan	Registered	S48-089629	4-Jun-73	1211024	26-Jul-76	9
R Design	Kosovo	Registered	6070	1-Mar-72	52992011	1-Sep-11	7, 11, 12, 37, 7, 9
R Design	Lebanon	Registered		9-Jan-70	82809	9-Jan-70	11,12, 7,9,

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
R Design	Mexico	Registered	504045	7-Apr-70	157707	31-Jul-70	14, 9,11&
R Design	Montenegro	Registered	19385	1-Mar-92	4704	1-Mar-92	11,12, 37, 7,9&
R Design	Republic of Korea	Registered			88949	16-Feb-93	9
R Design	Saudi Arabia	Registered	23971	12-Feb-94	32385	13-Nov-94	9
R Design	Serbia	Registered	Z 43/70	23-Jan-70	19385	1-Mar-72	7,9& 11,12, 37, 7,9&
R Design	Slovenia	Registered	7080043	23-Jan-70	7080043	23-Jan-70	11, 12, 37, 7, 9
R Design	Taiwan R.O.C.	Registered	82023198	20-May-93	641604	16-Apr-94	87
R Design	Taiwan R.O.C.	Registered	82052818	26-Oct-93	645055	1-Jun-94	84
R Design	Turkey	Registered	919/70	14-Jan-70	115763	14-Jan-90	11, 9
R Design	United States of America	Registered	72/280,251	13-Sep-67	864981	18-Feb-69	9
R Design	Venezuela	Registered	1-1970-000.001	1-Jan-70	64575F	20-Apr-71	9
R Design	Venezuela	Registered	1-1976.008.648	1-Jan-76	89793F	12-Feb-79	11

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
R Design & RANCO	Australia	Registered	235273	30-Dec-69	235273	30-Dec-69	9
R Design & RANCO	Austria	Registered	AM3145/69	23-Dec-69	66699	31-May-70	11, 12, 7, 9
R Design & RANCO	Denmark	Registered	VA 1969 05252	22-Dec-69	VR1971011 76	10-May-71	11, 12, 37, 7, 9
R Design & RANCO	Finland	Registered	T197 605067	17-Nov-76	79245	5-Nov-81	11, 7, 9
R Design & RANCO	Germany	Registered	R26346	31-Dec-69	884000	5-Aug-71	11, 12, 14, 7, 9
R Design & RANCO	Greece	Registered	43318	15-Jan-70	43318	15-Jan-70	11,12, 7,9,
R Design & RANCO	Ireland	Registered	91933	7-Dec-76	91933	7-Dec-76	9
R Design & RANCO	Japan	Registered	2006-33767	13-Apr-06	5372761	3-Dec-10	11, 7, 9
R Design & RANCO	Japan	Registered	114649/69	26-Dec-69	1072592	13-Jun-74	11, 7, 9, 00
R Design & RANCO	Malaysia	Registered	MA/3493/93	18-May-93	93003493	18-May-93	9
R Design & RANCO	Mexico	Registered	39271	7-Apr-70	161240	22-Jan-71	9,11
R Design & RANCO	New Zealand	Registered	92383	6-Jan-70	92383	3-Mar-71	9

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
R Design & RANCO	Nigeria	Registered	30174	13-Dec-76	30174	13-Dec-76	9
R Design & RANCO	Norway	Registered	102113	23-Dec-69	82035	30-Jun-91	& 37, 11, 12, 7, 9,
R Design & RANCO	South Africa	Registered	1976/06081	7-Dec-76	197606081	13-Jan-78	9
R Design & RANCO	Spain	Registered	612622	28-Mar-90	612622	28-Mar-90	9
R Design & RANCO	Spain	Registered	921799	18-Oct-79	921799	18-Oct-99	35
R Design & RANCO	Sweden	Registered	190138812	7-Apr-92	138812	7-Apr-92	37, 9, 11,
R Design & RANCO	Switzerland	Registered	00542/1990	15-Jan-90	P382528	18-Apr-91	11, 12, 7, 9,
R Design & RANCO	Thailand	Registered	482652	14-Mar-02	Kor170926	14-Mar-02	7
R Design & RANCO	Thailand	Registered	482653	14-Mar-02	Kor170925	14-Mar-02	9
R Design & RANCO	Thailand	Registered	482654	14-Mar-02	Kor170924	14-Mar-02	11
R Design & RANCO	Thailand	Registered	318363	22-Nov-76	Kor53528	22-Nov-76	9
R Design & RANCO	United Kingdom	Registered	952884	23-Dec-69	952884	23-Dec-69	9
RANCO	Argentina	Registered	3236744		2600974	31-Mar-93	9
RANCO	Argentina	Registered	2629464	26-Dec-95	2091861	9-Jun-06	9
RANCO	Argentina	Registered	3178125	31-Jul-92	2536635	31-Jul-92	11

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
RANCO	Aruba	Registered	506118	1-Jan-86	11909	1-Jan-86	12, 9,11,
RANCO	Australia	Registered	69616	26-Jan-37	69616	26-Jan-37	9
RANCO	Austria	Registered	AM1232/54	6-Jul-54	31702	5-Jan-55	11,12, 7,9&
RANCO	Benelux	Registered	559419	2-Dec-71	95102	2-Dec-71	9
RANCO	Bermuda	Registered	5080	23-Sep-64	5080	25-Sep-64	8
RANCO	Bosnia and Herzegovina	Registered	BAZ014830A	15-Dec-00	BAZ014830 A	15-Aug-06	11, 7, 9
RANCO	Bosnia and Herzegovina	Registered	BAZ026170A	7-Aug-02	BAZ026170	27-Aug-07	11, 7,9,&
RANCO	Canada	Registered	169.622	12-Dec-36	UCA7456	12-Dec-36	0
RANCO	Chile	Registered	951704	24-Oct-00	921746	8-Jun-01	7, 9
RANCO	China	Registered	2000139118	8-Sep-00	1673838	28-Nov-01	7
RANCO	China	Registered	21252	10-Jun-85	248341	15-Apr-96	9
RANCO	China	Registered	722590	5-Jul-93	722590	28-Dec-94	9
RANCO	Colombia	Registered	92317194	2-Aug-77	47284	24-Oct-85	9
RANCO	Colombia	Registered	92326373	24-Oct-95	47284A	24-Oct-85	11
RANCO	Croatia	Registered		15-Dec-90	Z931116	15-Dec-90	11, 9
RANCO	Egypt	Registered	37208	3-May-60	37208	27-Sep-61	9

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
RANCO	El Salvador	Registered	59405/2006	20-Jul-06	7986	19-Jun-07	9
RANCO	El Salvador	Registered		9-Oct-64	12189	1-Apr-65	9
RANCO	European Union	Registered	107987	1-Apr-96	107987	21-Apr-98	11, 7, 9
RANCO	Finland	Registered	T197 605066	17-Nov-76	75519	5-Dec-80	11, 9
RANCO	Fmr. Serbia and Montenegro	Registered	Z 161/60	20-Jun-60	14948	15-Dec-60	9, 11
RANCO	France	Registered	1470636	10-Jun-88	1470636	10-Jun-88	11, 12, 37, 7, 9
RANCO	Fmr. Yug. Rep. of Macedonia	Registered		20-Jun-60	3959	20-Jun-60	9, 11
RANCO	Germany	Registered	R45527	28-Dec-36	493772	24-May-37	9
RANCO	Greece	Registered	25655	23-May-60	25655	23-May-60	9
RANCO	Hong Kong	Registered	19601084	8-Aug-60	19601084	6-Dec-60	9
RANCO	India	Registered	403017	21-Mar-83	403017	15-Oct-90	9
RANCO	Indonesia	Registered	272885	9-May-60	IDM000315 951	9-May-60	9
RANCO	Indonesia	Registered	272885	9-May-60	IDM000315 950	9-May-60	11

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
RANCO	Ireland	Registered	91934	7-Dec-76	91934	7-Dec-76	9
RANCO	Israel	Registered	87393	12-May-93	87393	6-Apr-95	9
RANCO	Italy	Registered	RM2007C00000 5	9-Jan-97	1269770	9-Jan-97	9
RANCO	Italy	Registered	RM2012C00534 5	19-Aug-52	1520005	28-Feb-95	9
RANCO	Japan	Registered		14-Mar-89	314109	14-Mar-89	11, 12, 69, 7, 9
RANCO	Japan	Registered	n/a	6-Jul-89	538664	6-Jul-89	11, 12, 7, 9
RANCO	Kosovo	Registered	6069	15-Dec-60	52982011	1-Sep-11	9,11, 9,11
RANCO	Kosovo	Registered	6068	1-Mar-02	52972011	1-Sep-11	11, 37, 7, 9
RANCO	Lebanon	Registered	4818	4-Feb-60	101037	4-Feb-60	9
RANCO	Malaysia	Registered	MA/3897/93	4-Jun-93	93003897	4-Jun-93	9
RANCO	Mexico	Registered	69339	12-Aug-55	83309	14-Jan-56	11
RANCO	Montenegro	Registered	14948	20-Jun-60	04442PPP	15-Dec-00	9,11
RANCO	Montenegro	Registered	49643	1-Mar-92	4703	1-Mar-92	11, 37, 7, 9

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
RANCO	Morocco	Registered	254	28-Apr-60	72968	28-Apr-60	9,11
RANCO	New Zealand	Registered	52060	3-Jun-52	52060	24-Nov-52	9
RANCO	Nigeria	Registered	30175	13-Dec-76	30175	13-Dec-76	9
RANCO	Norway	Registered	69774	2-May-63	61607	2-May-93	9,11
RANCO	Pakistan	Registered	32619	2-May-60	32619	2-May-60	9
RANCO	Peru	Registered	9875-1960	20-May-60	33293	20-May-60	11
RANCO	Saudi Arabia	Registered	23970	12-Feb-94	32584	13-Nov-94	9
RANCO	Serbia	Registered	Z 219/2002	1-Mar-02	49643	15-Dec-05	11, 37, 7, 9
RANCO	Singapore	Registered	T6026682F	19-May-60	T6026682F	19-May-60	9
RANCO	Slovenia	Registered	6080161	20-Jun-60	6080161	20-Jun-60	11, 9
RANCO	South Africa	Registered	1937/00053	9-Jan-37	193700053	5-Jul-37	9
RANCO	South Africa	Registered	1952/01518	2-Jun-52	195201518	11-Nov-52	9

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
RANCO	Spain	Registered	2726853	5-Aug-05	2726853	4-Sep-06	11, 7, 9, 17
RANCO	Switzerland	Registered	04952/1976	14-Oct-76	2P285366	17-Nov-76	9, 11
RANCO	Taiwan R.O.C.	Registered	82023197	20-May-93	641603	16-Apr-94	87
RANCO	Taiwan R.O.C.	Registered	82052817	26-Oct-93	645054	1-Jun-94	84
RANCO	Thailand	Registered	480272	12-Feb-02	Kor169028	12-Feb-02	7
RANCO	Thailand	Registered	480273	12-Feb-02	Kor169029	12-Feb-02	9
RANCO	Thailand	Registered	480274	12-Feb-02	Kor169030	12-Feb-02	11
RANCO	Thailand	Registered	318364	22-Nov-76	Kor55542	22-Nov-76	9
RANCO	United Arab Emirates	Registered	41111	17-Feb-01	36160	25-Feb-03	11
RANCO	United Kingdom	Registered	574031	23-Dec-36	574031	23-Dec-36	9
RANCO	United States of America	Registered	71/381,350	23-Jul-36	341055	1-Dec-36	9
RANCO	United States of America	Registered	71/622,557	15-Dec-51	584070	29-Dec-53	9
RANCO	United States of America	Registered	71/634,164	19-Aug-52	587824	6-Apr-54	9

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
RANCO	Venezuela	Registered	I-1960-003,570	27-Sep-60	41334F	18-May-62	9
RANCO	Venezuela	Registered	I-1960-003,571	27-Sep-60	41335F	18-May-62	11
RANCO Stylized (Block)	Philippines	Registered	7523	6-Aug-59	2457	6-Aug-59	11
RANCO Stylized (Script)	Brazil	Registered	002930390	28-Jul-52	002930390	4-May-94	9
RANCO Stylized (Script)	Costa Rica	Registered	39717	20-Oct-64	30766	8-Jan-65	11, 9
RANCO Stylized (Script)	Denmark	Registered	VA 1952 01748	28-Jul-52	VR1955000 43	15-Jan-55	9
RANCO Stylized (Script)	Iran	Registered	35725	7-Oct-64	26127	7-Oct-64	9
RANCO Stylized (Script)	Portugal	Registered	128866	9-Sep-54	128866	2-May-55	9
RANCO Stylized (Script)	Spain	Registered	285265	20-Aug-84	285265	25-Nov-94	9
RANCO Stylized (Script)	Spain	Registered	285264	20-Aug-74	285264	3-Feb-96	7
RANCO Stylized (Script)	Turkey	Registered	89/009603	3-Aug-09	115152	3-Aug-09	0
RANCO Stylized	Sweden	Registered	190075480 190075480	11-Nov-63	75480	12-Feb-94	9
SUPER CAP	United States of America	Registered	73,665,194	8-Jun-87	1511579	8-Nov-88	9

**Part 2:
Expired Trademarks**

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
RANCO Stylized (Script)	Germany	Expired	R3574	9-Aug-52	642571	12-Aug-53	7, 9
RANCO Stylized (Script)	Switzerland	Expired	04499/1992	6/11/1992	398408	1/8/1993	7, 9