

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Siebe, Inc.		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: 2			
Property Type	Number	Word Mark	
Registration Number:	0626774	DOLE	
Registration Number:	0629951	DOLE	
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		
ATTORNEY DOCKET NUMBER:	02962-00001		
NAME OF SUBMITTER:	Brett A. August		
SIGNATURE:	/Brett A. August/		
DATE SIGNED:	07/30/2014		
Total Attachments: 6			
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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 SIEBE, INC., 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 its expiry, owner of the expired trademark identified on Part 2 of Schedule A to this Assignment (the *Expired Trademark*);

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 Trademark 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 Trademark and to settle and retain proceeds from any such action. 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 Trademark 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 Trademark, 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 Trademark, 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.

SIEBE, INC.

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.

SIEBE, INC.

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
DOLE	Germany	Registered	D180346WZ	19-Jan-65	836712	4-Sep-67	6, 7, 9
DOLE	Germany	Registered	D18066	27-Jan-65	833682	6-Jun-67	7
DOLE	Italy	Registered	RM20053534	23-Jan-65	1144603	16-Oct-08	9, 7
DOLE	United States of America	Registered	71/688,223	25-May-55	626774	15-May-56	11, 11
DOLE	United States of America	Registered	71/699,139	30-Nov-55	629951	3-Jul-56	9

**Part 2:
Expired Trademark**

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class
DOLE	United States of America	Expired	72/312,365	18-Nov-68	945099	17-Oct-72	11, 9, 12