

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CAMERON INTERNATIONAL CORPORATION		01/01/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INGERSOLL-RAND COMPANY		
<b>Street Address:</b>	800 E. Beaty Street		
<b>City:</b>	Davidson		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28036		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1169910	MSG	
<b>Registration Number:</b>	0980998	TURBO-AIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8478087238		
<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>			
<b>Phone:</b>	847-808-5500		
<b>Email:</b>	dmakarov@iphorgan.net		
<b>Correspondent Name:</b>	IpHorgan Ltd.		
<b>Address Line 1:</b>	195 Arlington Heights Rd, suite 125		
<b>Address Line 4:</b>	Buffalo Grove, ILLINOIS 60089		
<b>ATTORNEY DOCKET NUMBER:</b>	IRC 6804 US		
<b>NAME OF SUBMITTER:</b>	Dmitriy O. Makarov		
<b>SIGNATURE:</b>	/Dmitriy O. Makarov/		
<b>DATE SIGNED:</b>	01/12/2015		
<b>Total Attachments: 4</b>			
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OP \$65.00 1169910



**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of January 1, 2015 ("Effective Date") by and between **CAMERON INTERNATIONAL CORPORATION**, a Delaware corporation, with its principal office at 1333 W. Loop South, Suite 1700, Houston, TX 77027 ("Assignor"), and **INGERSOLL-RAND COMPANY**, a New Jersey corporation, with its principal office at 800 E. Beaty Street, Davidson, North Carolina 28036 ("Assignee").

**WHEREAS**, pursuant to the Acquisition Agreement (the "Acquisition Agreement" – capitalized terms used but not defined herein shall have the meaning therein) dated August 15, 2014 among Assignor and Ingersoll-Rand plc, Ingersoll-Rand plc has agreed to acquire of all properties, rights and assets primarily used or held for use in connection with the Business;

**WHEREAS**, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademark registrations set forth on Schedule A hereof, together with the goodwill of the business associated therewith (collectively, the "Marks");

**WHEREAS**, pursuant to Section 5.2(g)(ii) of the Acquisition Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest to the Marks; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee its entire right, title and interest in and to the Marks, free and clear of all Liens, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign jurisdictions, to record Assignee as the assignee and owner of the Marks.

This Assignment shall be construed and interpreted in accordance with the laws of the State of Delaware without regard to any choice of law or conflict of law, choice of forum or provision, rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

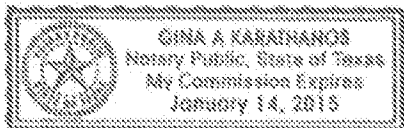
CAMERON INTERNATIONAL CORPORATION

By: [Signature]  
Name: William C. Lemmer  
Senior VP & General Counsel  
Title: \_\_\_\_\_

STATE OF TEXAS )  
 ) SS.  
COUNTY OF HARRIS )

On this 19<sup>th</sup> day of September, 2014, there appeared before me William C. Lemmer personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Cameron International Corporation.

[Signature]  
Notary Public



[Signature page to Trademark Assignment]

INGERSOLL-RAND COMPANY

By: *Evan M. Turtz*

Name: *Evan M. Turtz*

Title: *Vice President and Secretary*

STATE OF *North Carolina*  
COUNTY OF *Mecklenburg* SS.

On this *15<sup>th</sup>* day of *Dec.*, 2014, there appeared before me *Evan M. Turtz*,  
personally known to me, who acknowledged that he/she signed the foregoing Assignment as  
his/her voluntary act and deed on behalf and with full authority of Ingersoll-Rand Company.

*Catherine M. Steinhilber*

Notary Public  
*my commission expires 11/2/2019*

**Schedule A**

**Marks**

<b>Mark</b>	<b>Registration No.</b>
MSG	1,169,910
TURBO-AIR	980,998