

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406765

<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>
Rotork Controls Inc.		11/15/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rotork PLC		
<b>Street Address:</b>	Brassmill Lane		
<b>Internal Address:</b>	Rotork House		
<b>City:</b>	Bath		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	BA13JQ		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2891214	MASTERGEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5034594142		
<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>	503-459-4141		
<b>Email:</b>	harnett@ahmrt.com, mccoym@ahmrt.com, isaac@ahmrt.com, gladwin@ahmrt.com		
<b>Correspondent Name:</b>	Alleman Hall McCoy Russell & Tuttle LLP		
<b>Address Line 1:</b>	806 SW Broadway		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>ATTORNEY DOCKET NUMBER:</b>	WYN16411		
<b>NAME OF SUBMITTER:</b>	B. Anna McCoy		
<b>SIGNATURE:</b>	/B. Anna McCoy/		
<b>DATE SIGNED:</b>	11/28/2016		
<b>Total Attachments: 1</b>			
source=Assignment Rotork Controls to Rotork PLC (executed), 11-15-2016#page1.tif			

CH \$40.00 2891214

THIS ASSIGNMENT is made the day 15 of November 2016

**BETWEEN:**

- 1 Rotork Controls Inc., a Delaware corporation with an address at 675 Mile Crossing Boulevard, Rochester, New York, 14624 ("Assignor"); AND
- 2 Rotork PLC (company number 00578327) whose address is Rotork House, Brassmill Lane, Bath, Somerset, BA1 3JQ, United Kingdom ("Assignee").

**RECITALS:**

- A) Assignor is the registered proprietor of the trade mark, details of which are set out in the Schedule hereto (the "Trade Marks").
- B) The Assignor, as part of a group reshuffle, has agreed to assign to the Assignee the Trade Mark, and all right, title and interest therein together with any goodwill residing in and symbolised by the Trade Mark, for the consideration and on the terms and conditions hereinafter stated.

**OPERATIVE PROVISIONS:**

**1 ASSIGNMENT**

Now it is therefore agreed that in return for the sum of £100, receipt of which the Assignor hereby acknowledges, the Assignor (with full title guarantee) HEREBY ASSIGNS and transfers to Assignee all of its estate, right, title and interest in the Trade Marks including all statutory and common law rights and goodwill attaching thereto and the right to sue for past infringements and passing off and to retain any damages or account of profits obtained as a result of such action.

**2 SCHEDULE**

Trademark	Country	Registration No.	Owner
MASTERGEAR	United States	2891214	Rotork Controls Inc.

IN WITNESS whereof this assignment was duly executed for and on behalf of the Parties the day and year first above written.

Signed by  
Rotork Controls Inc.

Signature:

  
Date: 15/11/2016

Signed By  
Rotork PLC

Signature:

  
Date: 15/11/2016