

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Danaher Corporation		07/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dynapar Corporation		
Street Address:	1675 N Delany Rd.		
City:	Gurnee		
State/Country:	ILLINOIS		
Postal Code:	60031		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3271949	PARTLOW	
CORRESPONDENCE DATA			
Fax Number:	8602860115		
<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:	860-286-2929		
Email:	TM-CT@cantorcolburn.com		
Correspondent Name:	Curtis Krechevsky		
Address Line 1:	20 Church Street		
Address Line 2:	Floor 22		
Address Line 4:	Hartford, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	DNC0115TUS		
NAME OF SUBMITTER:	Curtis Krechevsky		
SIGNATURE:	/Curtis Krechevsky/		
DATE SIGNED:	01/31/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment"), effective as of July 1, 2016, (hereinafter the "Effective Date"), is by and between Danaher Corporation, a Delaware corporation ("Assignor"), and Dynapar Corporation, an Illinois corporation ("Assignee") (each, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Separation and Distribution Agreement (as defined herein below).

WHEREAS, pursuant to that certain Separation and Distribution Agreement by and between Danaher Corporation ("Danaher") and Fortive Corporation ("Fortive"), dated July 1, 2016, (the "Separation and Distribution Agreement"), Danaher assigned to Fortive all right, title, and interest in and to certain Assets;

WHEREAS, the Parties now seek to enter into this Assignment in order to confirm and evidence the sale, conveyance, assignment, and transfer to Assignee of all of Assignor's right, title, and interest in and to the Trademark listed in Exhibit A ("Trademark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Conveyance**. As of the Effective Date, Assignor does hereby sell, convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to (i) the Trademark, together with the goodwill symbolized thereby and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present, and future infringement or other violation thereof and (c) grant licenses or other interests therein.
2. **Recordation**. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Trademark, and to issue any and all Trademarks to Assignee, as assignee of Assignor's entire right, title, and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Trademark.
3. **Further Assurances**. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register, or maintain the rights assigned herein, including: (a) the preparation and prosecution by Assignee of any applications or registrations assigned herein; (b) the prosecution or defense by Assignee of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder.
4. **No Modification**. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee and their respective Affiliates under the Separation and Distribution Agreement.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

7. Descriptive Headings. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the courts located in the State of Illinois.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date above first written.

Danaher Corporation
Assignor

By: _____

Printed Name: James F. O'Reilly

Title: VP, Associate General Counsel and
Secretary

Date: 1/31/18

Dynapar Corporation
Assignee

DocuSigned by:
Daniel Kim
By: _____
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Printed Name: Daniel B. Kim

Title: Vice President and Secretary

Date: 1/31/2018

Exhibit A

TRADEMARK	JURISDICTION	REGISTRATION NO.	REGISTRATION DATE
PARTLOW	United States of America	3271949	20-Feb-2007