

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561174

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900530471

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INGERSOLL-RAND COMPANY		11/30/2019	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	INGERSOLL-RAND INDUSTRIAL U.S., INC.
Street Address:	800-E Beaty Street
City:	Davidson
State/Country:	NORTH CAROLINA
Postal Code:	28036
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	2598790	IR
Registration Number:	1210344	ARO-STOP
Registration Number:	2641140	INTELFIT
Registration Number:	2640344	IR
Registration Number:	1749229	ECONOMAIR
Registration Number:	0569665	ARO
Registration Number:	1751794	PROVENAIR
Registration Number:	2570381	PET STAR
Registration Number:	1692445	SHOCK BLOCKER
Registration Number:	2585514	ULTRA COOLANT
Registration Number:	2585532	ALL SEASON SELECT
Registration Number:	0583712	ARO
Registration Number:	2814092	SOLUTIONIZING
Registration Number:	2976412	IR
Registration Number:	2976411	IR
Registration Number:	2983432	FULCRUM
Registration Number:	1275813	HERCU-LINK
Registration Number:	1841586	INGERSOLL-RAND

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0577554	INGERSOLL-RAND
Registration Number:	0579758	INGERSOLL-RAND
Registration Number:	1298402	ARO
Registration Number:	2762136	IR
Registration Number:	2779491	PREMAIR
Registration Number:	2782245	IR
Registration Number:	0637673	ARO
Registration Number:	0146488	INGERSOLL-RAND
Registration Number:	0428167	ARO
Registration Number:	3220025	ZEKS COMPRESSED AIR SOLUTIONS
Registration Number:	1036550	INGERSOLL-RAND
Registration Number:	1985223	ZEKS
Registration Number:	2005225	QUANTUM
Registration Number:	3521145	IQV
Registration Number:	1527705	XL-700
Registration Number:	2232595	INTEGRITY
Registration Number:	2244592	SSR
Registration Number:	3624032	PACKAGECARE
Registration Number:	1601906	SIERRA
Registration Number:	1547090	SSR
Registration Number:	2280646	THUNDER GUN
Registration Number:	1663183	ULTRA-LO
Registration Number:	2455819	TECHTROL
Registration Number:	0898238	CENTAC
Registration Number:	1649961	INTELLISYS
Registration Number:	2420697	SIMPLAIR
Registration Number:	4753361	POWERSOCKET
Registration Number:	4661123	AFX
Registration Number:	4708314	MAN RIDER
Registration Number:	4816090	FORCE 5I MAN RIDER WINCHES
Registration Number:	1169910	MSG
Registration Number:	0980998	TURBO-AIR
Registration Number:	4930419	IR
Registration Number:	4930421	IR
Registration Number:	4764216	AIRSCOUT
Serial Number:	87303429	INGERSOLL RAND
Serial Number:	87389350	INGERSOLL RAND
Serial Number:	88061827	IR

Property Type	Number	Word Mark
Registration Number:	2511763	IR

CORRESPONDENCE DATA

Fax Number: 2123101659

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.

Phone: 212 626 4557

Email: nyctrademarks@bakermckenzie.com

Correspondent Name: Lisa W. Rosaya

Address Line 1: 452 Fifth Avenue

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	N/A
NAME OF SUBMITTER:	Lisa W. Rosaya
SIGNATURE:	/lwr/
DATE SIGNED:	02/07/2020

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of November 30, 2019, is made by and between Ingersoll-Rand Company, a New Jersey corporation having an address at 800-E Beaty Street, Davidson, NC 28036, United States (the "Assignor") and Ingersoll-Rand Industrial U.S., Inc., a Delaware corporation having an address at 800-E Beaty Street, Davidson, NC 28036, United States (the "Assignee").

WITNESSETH:

WHEREAS, Ingersoll-Rand plc and Ingersoll-Rand U.S. HoldCo, Inc. entered into that certain Separation and Distribution Agreement dated as of April 30, 2019 (the "Separation and Distribution Agreement"), and plan to enter into that certain Intellectual Property Matters Agreement (together with the Separation and Distribution Agreement, in each case as such agreements are amended, restated, supplemented or otherwise modified from time to time, the "Separation Agreements");

WHEREAS, pursuant to the Separation and Distribution Agreement, Assignor and Assignee entered into that certain Business Contribution Agreement dated as of November 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "BCA"); and

WHEREAS, pursuant to the Separation Agreements and the BCA, the Assignor hereby agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee, as successor to the portion of the business of Assignor to which the Assigned Trademarks pertain, hereby agrees to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under the Trademarks listed in Schedule I hereto, together with all goodwill of any business associated therewith and all applications, registrations and renewals in connection therewith (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, in the BCA and the Separation Agreements, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the meanings set forth in the Separation Agreements.

Section 2. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, assumes and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Assigned Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 3. Governing Law. Any disputes arising out of or relating to this Agreement, including, without limitation, to its execution, performance or enforcement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

Section 4. Entire Agreement. This Agreement, together with the Separation Agreements, BCA, and the Exhibits and Schedules hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto. The parties hereto intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Separation Agreements and the BCA, which govern the parties' rights and interests in the Assigned Trademarks. In the event of a conflict between this Agreement, and the Separation Agreements, the terms of the Separation Agreements shall govern.


Section 5. Further Assurances. Each Party covenants and agrees that, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate this Agreement.

Section 6. Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

INGERSOLL-RAND COMPANY

By: 
Name: Sara W. Brown

Title: Assistant Secretary

ASSIGNEE:

INGERSOLL-RAND INDUSTRIAL U.S., INC.

By: 
Name: W. Glenn Edwards

Title: Assistant Secretary

TRADEMARK

REEL: 006853 FRAME: 0031

SCHEDULE 1

Country	Status	Trademark	Application ID	Registration ID
US - United States of America	Registered	IR (block lettering)	75/982332	2598790
US - United States of America	Registered	ARO-STOP	73/318232	1210344
US - United States of America	Registered	INTELLIFT (Stylized)	78/079873	2641140
US - United States of America	Registered	IR & Design	75/982472	2640344
US - United States of America	Registered	ECONOMAIR	74172082	1749229
US - United States of America	Registered	ARO & DESIGN (RECTANGLE)	71597809	569665
US - United States of America	Registered	PROVENAIR	74171941	1751794
US - United States of America	Registered	PETSTAR	75806395	2570381
US - United States of America	Registered	SHOCK BLOCKER	74/115658	1692445
US - United States of America	Registered	ULTRA COOLANT	78/083100	2585514
US - United States of America	Registered	ALL SEASON SELECT	78/089724	2585532
US - United States of America	Registered	ARO & DESIGN (RECTANGLE)	71644532	583712
US - United States of America	Registered	SOLUTIONIZING	78107950	2814092
US - United States of America	Registered	IR (block lettering)	75/902442	2976412
US - United States of America	Registered	IR & Design	75/902441	2976411
US - United States of America	Registered	FULCRUM	76/055577	2983432
US - United States of America	Registered	HERCU-LINK (STYLIZED)	73378544	1275813
US - United States of America	Registered	INGERSOLL-RAND (NEW LOGO)	74/420445	1841586

US - United States of America	Registered	INGERSOLL-RAND (NEW LOGO)	71620731	577554
US - United States of America	Registered	INGERSOLL-RAND (NEW LOGO)	71636710	579758
US - United States of America	Registered	ARO (WORDMARK)	73/384845	1298402
US - United States of America	Registered	IR & Design	75983262	2762136
US - United States of America	Registered	PREMAIR	78/124729	2779491
US - United States of America	Registered	IR (block lettering)	75/983335	2782245
US - United States of America	Registered	ARO (WORDMARK)	72/004757	637673
US - United States of America	Registered	INGERSOLL-RAND (NEW LOGO)	71146768	146488
US - United States of America	Registered	ARO (WORDMARK)	71500932	428167
US - United States of America	Registered	ZEKS COMPRESSED AIR SOLUTIONS	78885952	3220025
US - United States of America	Registered	INGERSOLL-RAND (NEW LOGO)	73/046425	1036550
US - United States of America	Registered	ZEKS	74/634731	1985223
US - United States of America	Registered	QUANTUM	74/642434	2005225
US - United States of America	Registered	IQV	77028262	3521145
US - United States of America	Registered	XL-700	73731827	1527705
US - United States of America	Registered	INTEGRITY	75124050	2232595
US - United States of America	Registered	SSR	75450305	2244592
US - United States of America	Registered	PACKAGECARE	77377544	3624032
US - United States of America	Registered	SIERRA	73/824688	1601906
US - United States of America	Registered	SSR	73/770016	1547090
US - United States of America	Registered	THUNDER GUN	75405615	2280646

US - United States of America	Registered	ULTRA-LO	74118017	1663183
US - United States of America	Registered	TECHTROL	75/526967	2455819
US - United States of America	Registered	CENTAC	72/331206	898238
US - United States of America	Registered	INTELLISYS	73800400	1649961
US - United States of America	Registered	SIMPLAIR	75/707236	2420697
US - United States of America	Registered	POWERSOCKET	86360322	4753361
US - United States of America	Registered	AFX	86245634	4661123
US - United States of America	Registered	MAN RIDER	86372582	4708314
US - United States of America	Registered	FORCE 5 MAN RIDER design	86349914	4816090
US - United States of America	Registered	MSG	73259523	1169910
US - United States of America	Registered	TURBO-AIR	72433064	980998
US - United States of America	Registered	IR	86526030	4930419
US - United States of America	Registered	IR & Design	86526140	4930421
US - United States of America	Registered	AIRSCOUT	86448407	4764216
US - United States of America	Pending	INGERSOLL RAND	87303429	
US - United States of America	Pending	INGERSOLL RAND	87389350	
US - United States of America	Pending	IR & Design	88061827	
US - United States of America	De Jure	98 SERIES		
US - United States of America	De Jure	HAMMERHEAD		
US - United States of America	De Jure	99 SERIES		
US - United States of America	De Jure	ZIMMERMAN		

US - United States of America	De Jure	Portersept		
US - United States of America	De Jure	PREVAC		
US - United States of America	De Jure	IMPACTOOL (COMMON LAW MARK)		
US - United States of America	De Jure	PD+ (power drive)		
US - United States of America	De Jure	Cooper Compression		
US - United States of America	De Jure	Turbo Air NX		
US - United States of America	De Jure	Turbo Air Cooled		
US - United States of America	De Jure	Turbo Dry Pak		
US - United States of America	De Jure	TURBO-DRI		
US - United States of America	De Jure	Cold-Mass		
US - United States of America	De Jure	Desi-Mass		
US - United States of America	De Jure	Maestro-Dri		
US - United States of America	De Jure	Twin Turbo		
US - United States of America	De Jure	ASD		
US - United States of America	De Jure	Turbo Gas		
US - United States of America	De Jure	Turbo Air Blower		
US - United States of America	De Jure	C-8		
US - United States of America	De Jure	MSGP		
US - United States of America	De Jure	MSGPB		
US - United States of America	De Jure	MSG Alpha		
US - United States of America	De Jure	TAQ		

US - United States of America	De Jure	TAE		
US - United States of America	De Jure	MSG-Plus		
US - United States of America	De Jure	Maestro Controls		
US - United States of America	De Jure	Maestro Systemizer		
US - United States of America	De Jure	Vantage Controls		
US - United States of America	De Jure	Quad Controls		
US - United States of America	De Jure	Genuine JOY Parts		
US - United States of America	De Jure	Turbo Blend		
US - United States of America	De Jure	ECO-Filter		
US - United States of America	De Jure	ReliaDrain		
US - United States of America	De Jure	Liquidator		
US - United States of America	De Jure	Camcare		
US - United States of America	De Jure	CCV		
US - United States of America	De Jure	Camserv		
US - United States of America	De Jure	Cooperserv		
US - United States of America	De Jure	Cooper Turbo Compressor		
US - United States of America	De Jure	INFINITY (COMMON LAW MARK)		
US - United States of America	De Jure	KINETIC (COMMON LAW MARK)		
US - United States of America	De Jure	ENCOMPASS (COMMON LAW MARK)		
US - United States of America	De Jure	CLK SERIES (COMMON LAW MARK)		
US - United States of America	De Jure	HLK SERIES (COMMON LAW MARK)		

US - United States of America	De Jure	MLK SERIES (COMMON LAW MARK)		
US - United States of America	De Jure	OPTUM		
US - United States of America	De Jure	HYDRAULIC FORCE SERIES		
US - United States of America	Concluded	IR (block lettering)	75905756	2511763