

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

MERGER

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kingsley Machines		12/29/1995	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

Name:	Illinois Tool Works Inc.
Street Address:	3600 West Lake Avenue
City:	Glenview
State/Country:	ILLINOIS
Postal Code:	60025
Entity Type:	CORPORATION:

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1443095	"NO-FAULT"

## CORRESPONDENCE DATA

Fax Number: (312)616-5700

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-616-5652

Email: lsullivan@leydig.com

Correspondent Name: Leydig Voit &amp; Mayer, Ltd.

Address Line 1: Two Prudential Plaza, 180 N. Stetson

Address Line 2: Suite 4900

Address Line 4: Chicago, ILLINOIS 60601-6780

ATTORNEY DOCKET NUMBER:

227927

NAME OF SUBMITTER:

Lynn A. Sullivan

## Total Attachments: 4

source=Kingsley Machine Merger#page1.tif

source=Kingsley Machine Merger#page2.tif

source=Kingsley Machine Merger#page3.tif

source=Kingsley Machine Merger#page4.tif

TRADEMARK

900006161

REEL: 002809 FRAME: 0962

CH \$40.00 1443095

## **MERGER AGREEMENT**

**THIS MERGER AGREEMENT ("Agreement")** is made as of this 29th day of December 1995, by and among Illinois Tool Works Inc., a Delaware corporation ("ITW"), ITW Kingsley Corporation, a Delaware corporation and a wholly-owned subsidiary of ITW (the "Subsidiary") and Kingsley Machine Co., a California corporation (the "Company"), and the individuals whose names appear on the signature page of this Agreement, being the holders of all of the issued and outstanding capital stock of the Company (hereinafter collectively referred to as the "Stockholders").

**WHEREAS**, the Company is engaged in the business of designing and manufacturing hot stamp equipment (the "Business").

**WHEREAS**, the parties hereto wish to provide for the acquisition of the Company by ITW through the merger of the Subsidiary into the Company in accordance with the terms and conditions hereinafter set forth; and

**WHEREAS**, ITW, the Subsidiary and the Company desire to make certain representations, warranties and agreements in connection with the merger contemplated herein (the "Transaction") and also wish to set forth various conditions precedent to the Transaction; and

**NOW THEREFORE**, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

### **1 TRANSACTION**

**1.1 Nature of Merger** In accordance with the terms of this Agreement, the Subsidiary will be merged into the Company (hereinafter sometimes called the "Surviving Company") in accordance with the General Corporation Law of the State of California. When the Transaction shall have become effective under and as provided in such laws

premiums thereunder or to give any notice or present any claim thereunder in due and timely fashion.


**3.13 Transaction Fees** The Company has no liability or obligation for accounting, consulting, investment banking, legal or other professional fees, expenses or charges (including, but not limited to, brokerage or finder's fees) in connection with the negotiation, preparation, execution or performance of the Transaction contemplated hereby, and the Company has made no payment on account of any such liability or obligation.

**3.14 Trademarks and Patents** Schedule 3.14 sets forth a list of (i) all United States and foreign registered patents, trademarks, copyrights and applications therefor, all state registered trade names and trademarks and applications therefor and all common law trade names and trademarks owned or licensed by or to the Company, including licenses for software programs which are used in the ordinary course of business of the Company (collectively, "Intellectual Property"). The Company owns (or possesses adequate and enforceable licenses or other rights to use) all trademarks, trade names, patents, copyrights, inventions, formulas, software programs and processes necessary to the conduct of its business as currently conducted. All developments, inventions, formulations and similar items known to the Company relating to products presently being manufactured and sold will be, prior to the Closing, fully disclosed to ITW. Except as set forth on Schedule 3.14, no proceedings are pending or threatened which (i) charge the Company with infringement of patents or trademarks or the improper use of trade secrets; or (ii) makes the Company a party to any interferences or oppositions involving patents and trademarks; or (iii) challenge the validity of the ownership by the Company to the Intellectual Property nor to the Company's knowledge is such Intellectual Property which is not owned by the Company being used, except pursuant to license. The Company has in all material respects performed all the obligations required to be performed by it to date and is not in default in any material respect under any license agreement. No licenses or agreements transferring rights under patents or trademarks to or from the Company exist except as set forth on Schedule 3.14. The Company has complied and is in compliance with all applicable registered user laws or regulations applicable to the Intellectual Property. Neither the Company nor any employee has disclosed or made available to any third party any trade secrets of the Company under circumstances constituting a breach of confidentiality. Except as set forth in Schedule 3.14, the manufacture and sale of the Company's products does not infringe an issued United States or foreign patent, trademark or copyright of any third party.

**3.15 Contracts** Schedule 3.15 sets forth a list of each of the following contracts, agreements or commitments (other than those of a type disclosed in some other schedule

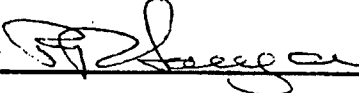
IN WITNESS WHEREOF, ITW, the Subsidiary and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

**ILLINOIS TOOL WORKS INC.**

By 


Its \_\_\_\_\_

**ITW KINGSLEY CORPORATION**

By 

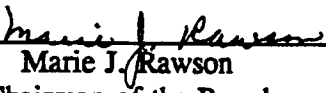
Its \_\_\_\_\_

**KINGSLEY MACHINE CO.**

By 

Michael J. Rawson

Its Chief Executive Officer

By 

Marie J. Rawson

Its Chairman of the Board

By 

Marie J. Rawson

Its Trustee for Charles E. Rawson

By 

Daniel R. Shea

Its President

By 

Kraig A. Kupiec

By 

Mark A. Lester

**Schedule 3.14 - Trademarks and Patents**

Kingsley owns the trademark to "No-Fault Personalizing".

Kingsley owns the exclusive, world-wide license to "Personalized Expressions".