

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/18/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAATSCHAPPIJ VAN BERKEL'S PATENT B.V.		09/18/2007	LIMITED LIABILITY COMPANY: NETHERLANDS

RECEIVING PARTY DATA

Name:	ILLINOIS TOOL WORKS INC.
Street Address:	3600 West Lake Avenue
City:	Glenview
State/Country:	ILLINOIS
Postal Code:	60026
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1179956	BERKEL

CORRESPONDENCE DATA

Fax Number: (937)443-6635
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (513) 352-6719
 Email: trademarks@thompsonhine.com
 Correspondent Name: Michael J. Nieberding
 Address Line 1: P.O. Box 8801
 Address Line 4: Dayton, OHIO 45401-8801

ATTORNEY DOCKET NUMBER:	006593-2170US10 (GMZ)
NAME OF SUBMITTER:	Michael J. Nieberding
Signature:	/michael j nieberding/

OP \$40.00 1179956

Date:

11/01/2007

Total Attachments: 9

source=ASSIGNMENT DOC#page1.tif

source=ASSIGNMENT DOC#page2.tif

source=ASSIGNMENT DOC#page3.tif

source=ASSIGNMENT DOC#page4.tif

source=ASSIGNMENT DOC#page5.tif

source=ASSIGNMENT DOC#page6.tif

source=ASSIGNMENT DOC#page7.tif

source=ASSIGNMENT DOC#page8.tif

source=ASSIGNMENT DOC#page9.tif

DATED 18 SEPTEMBER **2007**

MAATSCHAPPIJ VAN BERKEL'S PATENT B.V.

- and -

ILLINOIS TOOL WORKS INC

ASSIGNMENT OF BERKEL TRADE MARKS

DATE: 18 SEPTEMBER

2007

PARTIES

- (1) **MAATSCHAPPIJ VAN BERKEL'S PATENT B.V.** incorporated and registered in The Netherlands whose registered office is at 5, Keileweg, Rotterdam, The Netherlands ("**Assignor**").
- (2) **ILLINOIS TOOL WORKS INC** incorporated and registered in the state of Delaware whose registered office is at 3600 West Lake Ave, Glenview, IL 60026, USA ("**Assignee**").

BACKGROUND

- (A) The Assignor is the proprietor of the applications for, and registrations of, the intellectual property rights set out in Schedule 1 (together the "**Berkel Trade Marks**").
- (B) By an asset purchase agreement of even date between inter alia the Assignor and the Assignee ("**Main Agreement**") the Assignor has agreed to assign to the Assignee the Berkel Trade Marks on the terms set out below.

AGREED TERMS

1. INTERPRETATION

All defined terms shall bear the same meaning as in the Main Agreement unless the context requires otherwise.

2. ASSIGNMENT

2.1 In accordance with the terms of and for the consideration set out in the Main Agreement, the Assignor assigns to the Assignee:

- (a) the sole legal and beneficial title to the Berkel Trade marks free from all options, liens, charges and encumbrances, it being noted that in respect of the multi-class Berkel Trade marks as listed in Schedule 1, the Assignee shall split out the classifications so as to facilitate the assignment of the class 09 and / or 37 Berkel Trade Marks to the Assignor;
- (b) all goodwill attaching to the Berkel Trade Marks; and
- (c) the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 2.1 which occurred prior to the date of this assignment.

3. FURTHER ASSURANCE

The Assignor shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this agreement, whether in connection with any registration of title or other similar right or otherwise.

4. GOVERNING LAW AND JURISDICTION

4.1 This agreement shall be governed by and construed in accordance with the law of England and Wales.

4.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

This agreement has been entered into on the date stated at the beginning of it.

IN WITNESS WHEREOF this agreement is signed by the parties on the date first above written.

**SCHEDULE 1
BERKEL TRADE MARKS**

Number	Country	Mark	Class	Registration Date	Requirements
1650355	Argentina	BERKEL	9	14/11/1997	
1770191	Argentina	BERKEL DEVICE	9	06/01/2000	
A270466	Australia	BERKEL DEVICE	9	20/07/1973	
765894	Australia	BERKEL	9&37	12/02/1999	
94112	Austria	BERKEL DEVICE	37	18/10/1941	
77540	Benelux	BERKEL	7,8,9	30/12/1899	Splitting of the trade mark is underway in order that Class 9 can be assigned to ITW.
29482	Benelux	BERKEL DEVICE	7,8,9	12/11/1971	As above.
78926	Benelux	BERKEL (in Kleur)	7,8,9	12/11/1971	As above.
65500	Benelux	BERKEL DEVICE	7,8,9	12/11/1971	As above.
63168-C	Bolivia	BERKEL DEVICE	9	18/03/1997	Instructions have been sent to associate to pay renewal fees.
812043421	Brazil	BERKEL	9	18/11/1996	
8/BUR	Burundi	BERKEL	9	18/11/1996	Instructions have been sent to associate to pay renewal fees.
83688	Columbia	BERKEL	9	17/12/1999	
101288	Cuba	BERKEL DEVICE	9	30/12/1899	
5627	Cyprus	BERKEL DEVICE	9	17/08/1957	
VR1941 00837	Denmark	BERKEL DEVICE	9	18/10/1941	
1123/1959	Denmark	BERKEL DEVICE	8,9	27/07/1999	Trade mark needs to be split in order that Class 9 can be assigned to ITW.
3304/1980	Denmark	BERKEL DEVICE	37	30/12/1899	
21175	Egypt	BERKEL DEVICE	9	30/12/1899	
21176	Egypt	BERKEL DEVICE	9	30/12/1899	

Number	Country	Mark	Class	Registration Date	Requirements
17755	Finland	BERKEL DEVICE	9	30/09/1940	
68228	Finland	BERKEL DEVICE	9	20/11/1978	
3047723	France	BERKEL	37	02/03/2001	
17974	Greece	BERKEL DEVICE	7,9,12	29/03/1952	Trade mark needs to be split in order that Class 9 can be assigned to ITW.
103073	Guatemala	BERKEL DEVICE	9	19/06/2000	
B1682 of 1981	Hong Kong	BERKEL DEVICE	9	28/09/1973	
293003B	India	BERKEL	9	17/10/1994	
266206	Indonesia	BERKEL DEVICE	9	16/04/1990	
New application being filed. It will be assigned to ITW upon issue of application number.	Indonesia	BERKEL	9		
R394771	International	BERKEL DEVICE	7, 9,11	21/12/1972	Trade mark needs to be split in order that Class 9 can be assigned to ITW.
R356585	International	BERKEL	7,8,9, 11, 14 and 21	28/04/1969	Trade mark needs to be split in order that only Class 9 is assigned to ITW.
87379	Ireland	BERKEL DEVICE	9	30/12/1899	
B32193	Ireland	BERKEL	9	16/10/1926	
901387	Italy	BERKEL	37	10/03/2000	
15999	Jamaica	BERKEL	9	06/12/1973	
3240896	Japan	BERKEL DEVICE	9	29/08/1996	
8063	Kenya	BERKEL	9	30/12/1899	The renewal date for this trade mark has passed. However, we have obtained confirmation from our Kenyan

Number	Country	Mark	Class	Registration Date	Requirements
					associates that this trade mark may still be renewed. Payment of late renewal fee in hand.
M/63684	Malaysia	BERKEL DEVICE	9	30/12/1899	
110419	New Zealand	BERKEL DEVICE	9	02/12/1974	
110418	New Zealand	BERKEL DEVICE	9	02/12/1974	
33736	Nicaragua	BERKEL DEVICE	9	01/04/1997	Instructions have been sent to associate to pay renewal fees.
29257	Norway	BERKEL DEVICE	8,9,12	29/08/1941	Trade mark needs to be split in order that Class 9 can be assigned to ITW
107876	Norway	BERKEL	37	26/03/1981	
60094	Pakistan	BERKEL	9	26/03/1996	
845/50/2	South Africa	BERKEL DEVICE	9	22/02/1980	
80/0890	South Africa	BERKEL	37	28/03/1950	
5550	Surinam	BERKEL DEVICE	9,10,11,12,13,14	17/05/1967	Instructions have been sent to associate to pay renewal fees. Trade mark needs to be split in order that Class 9 can be assigned to ITW.
175578	Sweden	BERKEL DEVICE	37	06/03/1981	
5292	Tanzania	BERKEL	9	26/08/1957	
307808	Uruguay	BERKEL DEVICE	9	10/09/1947	
1179956	USA	BERKEL DEVICE	9	01/12/1981	
958861	USA	BERKEL (word)	4, 7,9	15/05/1973	Trade mark needs to be split in order that only Class 9 is assigned to ITW.

Number	Country	Mark	Class	Registration Date	Requirements
108/27751	Canada	BERKEL DEVICE	-	10/07/1947	Trade mark needs to be split in order that only Class 9 is assigned to ITW.
107/27750	Canada	BERKEL	-	10/07/1947	As above.
206805	Canada	BERKEL (in Kleur)	-	02/05/1975	As above.
280134	Canada	BERKEL DEVICE	-	10/06/1983	As above.

SIGNED for and on behalf of
MAATSCHAPPIJ VAN BERKEL'S PATENT N.V. by

.....
Director

SIGNED for and on
behalf of ILLINOIS TOOL WORKS INC
acting by its duly authorised attorney in the
presence of:

Marc A. Forhana
.....
Authorised signatory

Witness name *JAMES LAINE*

Witness Address


11.2.2.9 W. 3.6.

Benedict Ave

Witness Signature *James Laine*

Number	Country	Mark	Class	Registration Date	Requirements
958861	USA	BERKEL (word)	4, 7,9	15/05/1973	Trade mark needs to be split in order that only Class 9 is assigned to ITW.
108/27751	Canada	BERKEL DEVICE	-	10/07/1947	Trade mark needs to be split in order that only Class 9 is assigned to ITW.
107/27750	Canada	BERKEL	-	10/07/1947	As above.
206805	Canada	BERKEL (in Kleur)	-	02/05/1975	As above.
280134	Canada	BERKEL DEVICE	-	10/06/1983	As above.

SIGNED for and on behalf of
MAATSCHAPPIJ VAN BERKEL'S PATENT N.V. by



 Director

SIGNED for and on
 behalf of **ILLINOIS TOOL WORKS INC**
 acting by its duly authorised attorney in the
 presence of:

.....
 Authorised signatory

Witness name

Witness Address

.....

.....

Witness Signature