

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tyco European Metal Framing Limited		12/19/2008	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	EV IP LP		
Street Address:	3500 South DuPont Highway		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3462374	HOLLO-BOLT	
Registration Number:	3107722	SWIFTGRIP	
CORRESPONDENCE DATA			
Fax Number:	(303)863-0223		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3038639700		
Email:	smiller@sheridanross.com		
Correspondent Name:	Sheridan Ross P.C.		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	5781EV-1		
NAME OF SUBMITTER:	Sarah J. Miller		
Signature:	/Sarah J. Miller/		

CH \$65.00 3462374

Date:

06/24/2009

Total Attachments: 10

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Eversheds LLP

Exhibit B

Agreed Form



PRIVATE & CONFIDENTIAL

Dated 19th December, 2008

(1) TYCO EUROPEAN METAL FRAMING LIMITED

(2) COLUMBIA-MBF INC.

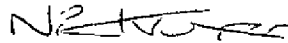
(3) TYCO FLOW CONTROL (UK) LIMITED

and

(4) EV IP LP

ASSIGNMENT OF INTELLECTUAL PROPERTY

I certify this document as a true copy of the original



NICHOLAS TURNER

Solicitor

Date:

23/12/08

EVERSHEDS LLP

Luptonfawcett

Yorkshire House

East Parade

Leeds

LS1 5BD

Tel: 0113 280 2000

www.luptonfawcett.com

TRADEMARK
REEL: 004010 FRAME: 0518

THIS AGREEMENT is made on 19th December, 2008

BETWEEN:

- (1) **TYCO EUROPEAN METAL FRAMING LIMITED** incorporated and registered in England and Wales with company number 3704354 whose registered office is at Victoria Road Leeds, LS11 5UG England (the "**Business Seller**");
- (2) **COLUMBIA-MBF INC.** incorporated in Canada whose registered office is at 6560 Northwest Drive, Mississauga, Ontario L4V 1P2 Canada;
- (3) **TYCO FLOW CONTROL (UK) LIMITED** incorporated and registered in England and Wales with company number 3691639 whose registered office is at Hindle Valves, Victoria Road Leeds, LS11 5UG England; (together parties 1, 2 and 3 being the "**Assignors**"); and
- (4) **EV IP LP** registered in the state of New York whose registered office is at 3500 South DuPont Highway, Dover, Delaware 19901, County of Kent, US (the "**IP Buyer**").

BACKGROUND:

- (A) The Business Seller is the proprietor of the applications for, and registrations of, the intellectual property rights set out in Part 1 of the Schedule.
- (B) Columbia-MBF Inc. is the proprietor of the registrations of the intellectual property rights set out in Part 2 of the Schedule.
- (C) Tyco Flow Control (UK) Limited is the proprietor of the registrations of the intellectual property rights set out in Part 3 of the Schedule.
- (D) By a share purchase agreement of even date with this agreement and made between the Business Seller, the IP Buyer, Tyco Building Services Products Division GmbH and Lidget LLP (the "**Main Agreement**") the Business Seller has agreed to assign, or procure that Columbia-MBF Inc. and Tyco Flow Control (UK) Limited assign, the Business Intellectual Property to the IP Buyer on the terms set out below.

IT IS AGREED as follows:

1 Definitions and Interpretations

1.1 In this agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Business" the business of designing and manufacturing steelwork connections known as Lindapter International and carried on by the Business Seller at the Transfer Date;

"Business Intellectual Property" Intellectual Property Rights owned by the Business Seller and used in connection with the Business as at the Transfer Date (including those listed in the Schedule);

"Intellectual Property Rights" patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

"Transfer Date" the date defined as the Transfer Date in the Main Agreement.

2 Assignment

2.1 Pursuant to and for the consideration set out in the Main Agreement, Assignors assign to the IP Buyer as from the Transfer Date with warranties specified in the Main Agreement the following rights:

- 2.1.1 the Business Intellectual Property owned by such Assignor;
- 2.1.2 all goodwill attaching to the trade marks listed in the Schedule held by such Assignor;
- 2.1.3 the exclusive right for the IP Buyer and its successors and assignees to carry on the Business Seller's business under the trade marks listed in the Schedule held by such Assignor and to represent itself as carrying on such business in succession to the Business Seller; and
- 2.1.4 the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 2 which occurred prior to the date of this assignment.

3 Proceedings

- 3.1 The Assignors agree and undertake to provide to the IP Buyer (at its request and expense) reasonable assistance with any proceedings which may be brought by or against the IP Buyer against or by any third party relating to the rights assigned by this agreement under the terms set forth in the Main Agreement.

4 Further assurance

- 4.1 The Assignors 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 IP Buyer may from time to time reasonably require at the IP Buyer's expense in order to give the IP Buyer the full benefit of this agreement, whether in connection with any registration of title or other similar right or otherwise.

5 Governing law and Jurisdiction

- 5.1 This agreement shall be governed by and construed in accordance with the law of England and Wales.
- 5.2 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 of which this deed has been duly executed and unconditionally delivered on the date first above written.

EXECUTED as a DEED by)
authorised director, for and on behalf of)
TYCO EUROPEAN METAL FRAMING LIMITED)



in the presence of:

W Signature:

I Name:

T Address:

N

E

S

S Occupation:

Adele Imbricani
Adele Imbricani
24 Regent DR.
MONROE TOWNSHIP
NJ 08831
Senior Executive Asst.

EXECUTED as a DEED by)
authorised director, for and on behalf of)
COLUMBIA-MBF INC.)

in the presence of:

W Signature:

I Name:

T Address:

N

E

S

S Occupation:

Adele Imbricani
Adele Imbricani
24 Regent DR.
MONROE TOWNSHIP
NJ 08831
Senior Executive Asst.

IN WITNESS of which this deed has been duly executed and unconditionally delivered on the date first above written.

EXECUTED as a DEED by)
authorised director, for and on behalf of)
TYCO EUROPEAN METAL FRAMING LIMITED)


in the presence of:)

W Signature:
I Name:
T Address:
N
E
S
S Occupation:

EXECUTED as a DEED by) William A. Bower
authorised director, for and on behalf of) *William Bower*
COLUMBIA-MBF INC.)

in the presence of:)

W Signature: *Karen Delo*
I Name: Karen Delo
T Address: Tyco International (Canada)
N 2815 Matheson Blvd. E.
E Mississauga, Ontario, Canada
S L4W 5J8
S Occupation: Senior Income Tax Specialist

EXECUTED as a DEED by) 
 authorised director, for and on behalf of)
 TYCO FLOW CONTROL (UK) LIMITED)

in the presence of:

W Signature: *Adele Imbruni*
 I Name: *Adele Imbruni*
 T Address: *24 Regent Dr.*
 N *Monroe Township*
 E *NJ 08831*
 S
 S Occupation: *Senior Executive Assistant*

Signed as a deed by EV IP LP

Acting by: _____
 Gordon Browning, authorized signatory

[Schedule follows]

EXECUTED as a DEED by)
 authorised director, for and on behalf of)
 TYCO FLOW CONTROL (UK) LIMITED)
 in the presence of:)

W Signature:
 I Name:
 T Address:
 N
 E
 S
 S Occupation:

Signed as a deed by EV IP LP

Acting by:  _____

Gordon Browning, authorized signatory

[Schedule follows]

SCHEDULE

The Business Intellectual Property

Part 1

Trademark	Country	Registration Number	Registration Date
BEAM-FAST	Great Britain	1312843	8-Dec-89
FLOORFAST	Japan	1984487	21-Sep-87
	Taiwan	583867	19-Jan-93
GRATE-FAST	Taiwan	00583868	16-Jan-93
HOLLO-BOLT	Canada	TMA713555	6-May-08
	Great Britain	2017081	8-Mar-96
	United States	3462374	8-Jul-08
	Taiwan	00583865	16-Jan-93
KWIK CLIP	Benelux	0747419	25-Apr-03
LINDAPTER	Australia	83004	1-Feb-45
	Austria	89499	30-Oct-78
	Benelux	321872	24-Oct-73
	Denmark	VR194601537	12-Oct-16
	Finland	209114	13-Feb-98
	France	1355933	10-Jul-61
	Germany	669042	3-Jan-55
	Great Britain	601964	28-Oct-38
	Ireland	59274	13-Feb-57
	Japan	951195	22-Feb-72
	Lebanon	68217	22-Dec-80
	New Zealand	41273	11-Jun-45
	Norway	27152	6-Feb-39
	Saudi Arabia	108/13	12-Mar-84
	South Africa	41/12/1	7-Jan-41
	Spain	220414	22-Feb-50
	Sweden	61919	25-Oct-46
Switzerland	347731	14-Aug-86	
Taiwan	00583866	16-Jan-93	
LINDAPTER FLOORFAST	Great Britain	1221073	20-Jun-88
LINDAPTER GRATE-FAST	Great Britain	1271291	6-Nov-87
LINDAPTER HOLD-FAST	Great Britain	1350645	28-Sep-90
LINDAPTER HOLLO-FAST	Great Britain	1299272	9-Mar-90
LINDAPTER (Label Design)	Singapore	T50/13277J	25-Sep-51
LINDIBOLT	France	1610543	4-Aug-88
	Great Britain	671526	29-Jul-48
	South Africa	1401/55	9-May-55
	Sweden	117583	23-Sep-66
LINDICLIP	France	1610542	4-Aug-88
	Great Britain	640855	12-Oct-45
	South Africa	1403/55	9-May-55
	Sweden	117581	23-Sep-66

Trademark	Country	Registration Number	Registration Date
SWIFTGRIP	Australia	1104619	14-Dec-06
	Canada	677306	17-Nov-06
	CTM	004818526	30-Aug-06
	New Zealand	744677	9-Nov-06
	United States	3107722	20-Jun-06
WEBFIX	Great Britain	2108483	26-Sep-97

Part 2

Trademark	Country	Registration Number	Registration Date
LINDAPTER	Canada	UCA11277	15-Feb-39
LINDIBOLT	Canada	UCA35404	13-Dec-49

Part 3

Trademark	Country	Registration Number	Registration Date
FLOORFAST	United States	1476548	16-Feb-88
GRATE-FAST	United States	1476547	16-Feb-88
LINDAPTER	United States	894911	21-Jul-70
LINDIBOLT	United States	894912	21-Jul-70
LINDICLIP	United States	523701	11-Apr-50