

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
Avery Weigh-Tronix Limited	FORMERLY Avery Berkel Limited	11/30/2009	CORPORATION: UNITED KINGDOM
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:	3532720	EVOLUTION	
CORRESPONDENCE DATA			
Fax Number:	(312)775-8100		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3127758000		
Email:	rdicerbo@mcandrews-ip.com		
Correspondent Name:	Ronald A DiCerbo		
Address Line 1:	500 West Madison		
Address Line 2:	34th Floor		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	34574US01		
NAME OF SUBMITTER:	Ronald A DiCerbo		
Signature:	/RAD/		

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**TRADEMARK
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Date:

03/15/2010

Total Attachments: 7

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Dated

30th November

2009

- (1) AVERY WEIGH-TRONIX LIMITED
- (2) ILLINOIS TOOL WORKS INC.

INTELLECTUAL PROPERTY ASSIGNMENT

MAYER • BROWN

LONDON

TRADEMARK
REEL: 004167 FRAME: 0087

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THIS INTELLECTUAL PROPERTY ASSIGNMENT is dated 30th November 2009 and made between:

- (1) **AVERY WEIGH-TRONIX LIMITED** a company incorporated under the laws of England and Wales (registered number 00595129) whose registered office is at Foundry Lane, Smethwick, West Midlands B66 2LP, UK (formerly known as Avery Berkel Limited, GEC Avery Limited and W&T Avery Limited) (the "**Assignor**"); and
- (2) **ILLINOIS TOOL WORKS INC.** a company incorporated under the laws of Delaware (number 36-1258310) whose offices are at 3600 West Lake Avenue, Glenview, Illinois 60026, United States of America (the "**Assignee**").

BACKGROUND:

- (A) The Assignor is a member of the Illinois Tool Works group.
- (B) In accordance with the preferred organisation of that group, the Assignor has agreed to assign its Intellectual Property to the Assignee on the terms set out below.

IT IS AGREED that:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined terms

In this Assignment and the Background:

"**Assigned Intellectual Property**" means all Intellectual Property assigned in accordance with Clause 2.1 (*Assignment*) below;

"**Current Contracts**" means the agreements listed in Schedule 2 (*Licences*);

"**Effective Date**" means 30 November 2009; and

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, including those set out at Schedule 1 (*Intellectual Property*), in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world to this Assignment.

1.2 Meaning of references

In this Assignment, unless the context requires otherwise, any reference to:

- (a) this **Assignment** includes the Background and Schedules, which form part of this Assignment for all purposes;

- (b) a **Clause** or **Section** or to a **Schedule** is, as the case may be, to a clause or section of or the schedule to this Assignment and any reference in a Schedule to a **Part** or **Paragraph** is to a part or paragraph of that Schedule;
- (c) a **document** is to that document as supplemented, otherwise amended, replaced or novated from time to time;
- (d) any **English statutory provision** or **English legal term** for any action, remedy, method of judicial proceeding, document, legal status, court, official or other legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English statutory provision or English legal term;
- (e) the masculine, feminine or neuter **gender** respectively includes the other genders and any reference to the singular includes the plural (and vice versa);
- (f) **pounds, sterling** or **£** is to the lawful currency from time to time of the United Kingdom;
- (g) **writing** shall include any modes of reproducing words in a legible and non-transitory form.

1.3 **Headings and table of contents**

In this Assignment, the table of contents and headings are included for convenience only and shall not affect the interpretation or construction of this Assignment.

1.4 **No restrictive interpretations**

In this Assignment, general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

2. **ASSIGNMENT OF RIGHTS**

2.1 **Assignment**

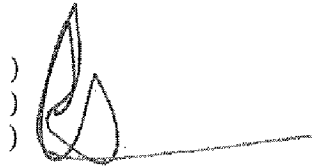
In consideration of the sums to be paid by the Assignee to the Assignor as described in Clause 3 (*Consideration*) below, with effect from the Effective Date, the Assignor hereby assigns to the Assignee with full title guarantee free of all liens, charges and encumbrances and any other third party rights of any kind, subject to the licences listed in Part 1 of Schedule 2 (*Licences*), all its right, title and interest in and to the Intellectual Property, including all its statutory, unregistered and common law rights in it and (where applicable) all its goodwill in it together with all its rights in the licences listed in Part 2 of Schedule 2 (*Licences*) to hold unto the Assignee absolutely. This assignment includes all rights in any national trade mark registrations whether still subsisting or now lapsed from the national register, from which seniority is claimed in any Community trade mark registration or application assigned herein and where appropriate all rights to claim priority.

Part 2: Trade marks

Country	Mark	Class	Application Number	Application Date	Registration Number	Registration Date	Status	Renewal Date
Australia	BRECKNELL	9	868260	06/03/2001	868260	12/08/2002	Registered	06/03/2011
China	SALTER BRECKNELL	37	3810321	21/11/2003	3810321	28/05/2006	Registered	27/05/2016
China	SALTER BRECKNELL	9	3810320	21/11/2003	3810320	14/11/2005	Registered	13/11/2015
European Community	BRECKNELL	9	2116309	06/03/2001	2116309	05/03/2002	Registered	31/03/2011
European Community	EVOLUTION	9	3801115	28/04/2004	3801115	13/09/2007	Registered	30/04/2014
Indonesia	BRECKNELL	9	D002001 04775-4801	08/03/2001	498939	26/02/2002	Registered	08/03/2011
Kenya	BRECKNELL	9		29/08/2001	51966		Pending	
Saudi Arabia	BRECKNELL	9	72680	15/08/2001	631/66	15/08/2001	Registered	26/04/2011
Singapore	BRECKNELL	9			TO1/03959B	22/03/2001	Registered	22/03/2011
South Africa	WEIGHLINE	9		15/03/1995	95/03194	10/09/1997	Registered	15/03/2015
South Africa	RAILWEIGHT	9		15/03/1995	95/03193	10/09/1997	Registered	15/03/2015
South Africa	BRECKNELL	9	2001/4248	13/03/2001	2001/4248	05/10/2005	Registered	13/03/2011
Thailand	BRECKNELL	9	471521	09/11/2001	Kor165680	09/08/2002	Registered	09/11/2011
UK	LITTLE SAMSON	9	1170035	18/02/1982	1170035	21/03/1985	Registered	18/02/2012
UK	SUPER SAMSON	9	1170036	18/02/1982	1170036	21/03/1985	Registered	18/02/2013
United Kingdom	MICROTRONIC	9	1357605	13/09/1988	1357605	22/06/1990	Registered	13/09/2015
USA	EVOLUTION	9, 37	78/410704	29/04/2004			Pending	
Zimbabwe	BRECKNELL	9	284/2001	08/03/2001	284/2001	08/03/2001	Registered	08/03/2011

EXECUTION of Intellectual Property Assignment:

SIGNED by Giles Hudson, Director, duly)
authorised for and on behalf of AVERY)
WEIGH-TRONIX LIMITED:)



SIGNED by.....)
duly authorised for and on behalf of)
ILLINOIS TOOL WORKS INC.:)

EXECUTION of Intellectual Property Assignment:

SIGNED by Giles Hudson, Director, duly)
authorised for and on behalf of AVERY)
WEIGH-TRONIX LIMITED:)

SIGNED by Alan Simpson)
duly authorised for and on behalf of)
ILLINOIS TOOL WORKS INC.:)

