

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Weigh-Tronix UK Limited		11/30/2009	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Illinois Tool Works Inc.		
<b>Street Address:</b>	3600 West Lake Avenue		
<b>City:</b>	Glenview		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60026		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77403344	AVERY BERKEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)775-8100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3127758000		
<b>Email:</b>	rdicerbo@mcandrews-ip.com		
<b>Correspondent Name:</b>	Ronald A DiCerbo		
<b>Address Line 1:</b>	500 West Madison		
<b>Address Line 2:</b>	34th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	34594US01		
<b>NAME OF SUBMITTER:</b>	Ronald A DiCerbo		
<b>Signature:</b>	/RAD/		

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**TRADEMARK**  
**REEL: 004413 FRAME: 0243**

Date:

11/11/2010

**Total Attachments: 16**

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Dated 30<sup>th</sup> November 2009

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

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INTELLECTUAL PROPERTY ASSIGNMENT

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TRADEMARK  
REEL: 004413 FRAME: 0245

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### Schedules

1. Intellectual Property
2. Avery India IP
3. Avery Malaysia IP

THIS INTELLECTUAL PROPERTY ASSIGNMENT is dated 30<sup>th</sup> November 2009 and made between:

- (1) **WEIGH-TRONIX UK LIMITED** a company incorporated under the laws of England and Wales (registered number 03943960) whose registered office is at 99 Gresham Street, London, EC2V 7NG, UK (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 Recitals:

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

"Avery India IP" means the intellectual property rights listed in Schedule 2 (*Avery India IP*);

"Avery Malaysia IP" means the intellectual property rights listed in Schedule 3 (*Avery Malaysia IP*);

"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*), but excluding the Avery India IP and the Avery Malaysia IP, 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 Recitals 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; and
- (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, all its right, title and interest in and to its Intellectual Property including all its statutory, unregistered and common law rights in it and (where applicable) all its goodwill in it 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.

**2.2 Rights assigned**

The rights so assigned include the right to sue for, and to recover any damages and other remedies in respect of, any infringement of the Intellectual Property (including any acts of passing off, unfair competition or breach of confidence), which occurred or commenced prior to the date of this Assignment.

**2.3 Assignor's warranties**

The Assignor now warrants that:

- (a) it is the sole legal and beneficial owner of the rights assigned under this Assignment; and
- (b) no challenge has been made to the subsistence or ownership of its Intellectual Property and, so far as the Assignor is aware, no such challenge is pending or is likely to be made.

**2.4 Assignor indemnity**

The Assignor agrees to indemnify and to keep the Assignee indemnified against all actions, claims, proceedings, costs and damages and all legal costs and other expenses arising out of any breach of the warranties given in Clause 2.3 (*Assignor's warranties*), out of any claims by a third party based on any facts which, if substantiated, would constitute such a breach, or any terms of this Assignment and at the request of the Assignee, it shall provide all such reasonable assistance as the Assignee may request to enable the Assignee to resist any action, claims or proceedings brought against the Assignee as a consequence of any such breach.

**3. CONSIDERATION**

**3.1 Consideration**

In consideration of the assignment in Clause 2.1 (Assignment) above, the Assignee shall pay to the Assignor the sum of £7,942,000 to the Assignor (which sum shall be subject to adjustment in accordance with Clause 3.2). The sum is allocated as follows:

<b>Description</b>	<b>Amount (£)</b>
Brands	£7,942,000

**3.2 Adjustment**

The parties acknowledge and agree that the consideration referred to in Clause 3.1 shall be reduced by the value of the Avery Malaysia IP as agreed between the parties following the date of this Agreement or, failing such agreement, as finally determined by KPMG (the "Adjustment"), and accordingly the Assignor shall pay to the Assignee an amount equal to the Adjustment promptly following such agreement or determination.

4. **FURTHER ASSURANCE**

The Assignor will at the Assignee's request and expense promptly do all acts and things and execute all documents and deeds which the Assignee reasonably considers are necessary or desirable for giving full effect to the assignment contained in Clause 2.1 (*Assignment*).

5. **COUNTERPARTS**

This Assignment may be executed in any number of counterparts by the parties each of which, when executed and delivered, shall constitute an original, but all such counterparts together shall constitute one and the same instrument.

6. **GOVERNING LAW AND JURISDICTION**

6.1 **Governing law**

This Assignment shall be governed by and construed in accordance with English law.

6.2 **Jurisdiction**

Each party irrevocably submits to the non-exclusive jurisdiction of the English courts to settle any dispute which may arise under or in connection with this Assignment or the legal relationships established by this Assignment.

**EXECUTION:**

The parties have shown their acceptance of the terms of this Assignment by executing it after the Schedules.



**SCHEDULE 1**

**Intellectual Property**

**Trade marks**

Country	Mark	Class	Application Number	Application Date	Registration Number	Registration Date	Status	Renewal Date
Australia	AVERY	9	40656	23/12/1924	40656	23/12/1924	Registered	23/12/2008
Australia	AVERY	9	183768	28/10/1963	183768	28/10/1963	Registered	28/10/2008
Australia	AVERY RING DEVICE	37	327424	01/02/1979	327424	01/02/1979	Registered	01/02/2010
Australia	AVERY	37	327423	01/02/1979	327423	01/02/1979	Registered	01/02/2010
Australia	AVERY BERKEL DEVICE	9 & 37	1211035	20/11/2007			Pending	
Australia	AVERY AND DEVICE	9	1235164	15/04/08	1235164		Registered	
Austria	AVERY BERKEL DEVICE	7 & 11	7483/2007	24/10/2007	243717	27/03/2008	Registered	31/03/2018
Austria	AVERY BERKEL DEVICE	7 & 11	7979/2007	19/11/2007			Pending	
Bangladesh	AVERY	9	3655	12/06/1943		12/06/1943	Registered	30/06/2011
Bangladesh	AVERY	9		24/10/1964	3657	24/10/1964	Registered	24/10/2016
Bophuthatswana	AVERY	7		26/11/2024	1141/24	26/11/24	Registered	26/11/2026
Brazil	AVERY BERKEL		823049183				Pending	
Canada	AVERY BERKEL DEVICE		1372651	19/11/2007			Pending	
China	AVERY BERKEL	37	3810319	21/11/2003	3810319	28/05/2006	Registered	27/05/2016
China	AVERY BERKEL	9	3810318	21/11/2003	3810318	14/11/2005	Registered	13/11/2015
China	AVERY BERKEL	37	5153184	10/02/2006			Pending	
China	AVERY WEIGH-TRONIX	37					Pending	

China	BRIDGEMO NT	9					Filing Instructed	
Denmark	AVERY	37, 42	1979/04014	01/08/1980	2893/80	01/08/1980	Registered	01/08/2010
European Community	AVERY BERKEL DEVICE	9 & 37	6337414	05/10/2007			Pending	
European Community	AVERY BERKEL DEVICE	9 & 37	6436638	14/11/2007			Pending	
European Community	AVERY FORTE DEVICE	7, 9, 11, 37	6393375	25/10/2007			Pending	
European Community	AVERY FRESCO DEVICE	7, 9, 11, 37	6334511	04/10/2007			Pending	
European Community	AVERY BERKEL (word)	9, 37	6684302	20/02/2008			Pending	
European Community	BRIDGEMO NT	9	7016223	25/06/08	7016223	25/06/09	Registered	25/06/2018
European Community	AVERY WEIGH- TRONIX	9, 37 and 42	5054036	13/04/2006			Pending	
European Community	AVERY	9, 37	007331119	21/10/2008	007331119	21/07/2009	Registered	
Fiji	AVERY	6		12/01/1974	31998 (formerly 2022)	12/01/1974	Registered	12/01/2012
France	AVERY BERKEL DEVICE	7 & 11	73535059	31/10/2007			Pending	
France	AVERY BERKEL DEVICE	7 & 11	73538472	20/11/2007			Pending	
France	AVERY	37, 42	INPI 158826	04/10/1989	NI553823	04/10/89	Registered	04/10/2009
Germany	AVERY	37	A32687	19/10/1979	1025465	12/11/81	Registered	31/10/2009
Ghana	AVERY	8		22/11/1963	12757	06/12/1991	Registered	22/11/2015
Ghana	AVERY RING DEVICE	9	18468	07/06/1972	18468	16/11/1972	Registered	07/06/2021
Indonesia	AVERY	9	D9816919	05/10/1998	445697	16/05/2000	Registered	05/10/2018
Indonesia	AVERY BERKEL	9	D00.2008.00	14/03/2008			Pending	

	DEVICE		9 096					
Indonesia	AVERY BERKEL DEVICE	37	J00.2008.00 90 97	14/03/2008			Pending	
Ireland	AVERY BERKEL DEVICE	7 & 11	2007/02361	08/10/2007	238455		Pending	
Ireland	AVERY BERKEL DEVICE	7 & 11	2007/02871	05/12/2007	238930		Pending	
Ireland	AVERY	9		11/01/1918	39695	11/01/1918	Registered	12/01/2012
Ireland	AVERY	9		28/10/1963	67069	28/10/1963	Registered	27/10/2015
Ireland	Weightman Xtra	7 and 9	2005/01711	22/08/2005	233222	03/07/2006	Registered	21/08/2015
Israel	AVERY	9		04/11/1963	22592	13/04/65	Registered	04/11/2012
Italy	AVERY	37, 42	MI 199909132 (originally 021655/1979)	10/09/1999 (1st application - 31/10/1979)	887794 (original Reg. No. 376799)	11/04/2003 (1st Reg date -06/11/1985)	Registered	31/10/2009
Italy	AVERY	9		05/12/1958	849536	05/12/1958	Registered	05/12/2008
Japan	AVERY BERKEL DEVICE	9 & 37	116241/2007	16/11/2007			Pending	
Kenya	AVERY	9		14/12/1961	10889	24/04/1962	Registered	14/12/2010
Kenya	AVERY RING DEVICE	9	19418	29/03/1972	19418	29/03/1972	Registered	29/03/2021
Latvia	AVERY BERKEL	7 & 9	M-03-1169	17/07/2003	M56534	20/06/2006	Registered	17/07/2013
Lithuania	AVERY BERKEL	7 & 9	2003 0832	16/04/2003	49052	09/03/2005	Registered	16/04/2013
Malawi	AVERY	9		10/11/1961	1585/61	10/11/1961	Registered	10/11/2010
Malawi	AVERY	9		02/11/1963	1198/63	02/11/1963	Registered	02/11/2012
Mexico	AVERY BERKEL DEVICE	9	922436				Pending	
Mexico	AVERY BERKEL DEVICE	37	922433				Pending	


New Zealand	AVERY	6	22155	10/12/1924	22155	29/10/1929	Registered	10/12/2008
New Zealand	AVERY	9	74532	01/11/1963	74532	29/09/1964	Registered	01/11/2012
New Zealand	AVERY RING DEVICE	9	100061	22/03/1972	100061	08/08/1973	Registered	22/03/2017
New Zealand	AVERY	16	76056	12/06/1964	76056	12/06/69	Registered	12/06/2013
Nigeria	AVERY RING DEVICE	9	29199	05/05/1972	29199	05/05/72	Registered	05/05/2021
Nigeria	BRECKNELL	9	TP49221/2001/6	21/03/2001			Pending	
Nigeria	AVERY	6	12717	22/02/1962	12717	20/04/1963	Registered	22/02/2014
Nigeria	AVERY RING DEVICE	8	15666	08/01/1964	15666	08/01/1964	Registered	22/02/2014
Nigeria	RING OF AS AND DEVICE	9	54669	07/04/1992	54669	12/07/1999	Registered	08/01/2016
Pakistan	AVERY	9		12/06/1943	10088	12/06/1943	Registered	12/06/2011
Pakistan	AVERY	9		24/10/1964	42397	10/10/1964	Registered	24/10/2016
Philippines	AVERY WEIGH-TRONIX	9 and 37					Filing Instructed	
Poland	AVERY BERKEL DEVICE	7, 9	229429	23/12/2000	161348	20/01/2005	Registered	23/12/2010
Portugal	AVERY BERKEL	7 & 9	372486	19/05/2003	372486	22/10/2004	Registered	31/10/2014
Russia	AVERY WEIGH-TRONIX	9 and 37	2008-271425				Filing Instructed	
Singapore	AVERY BERKEL	9	T02/19293I	17/12/2002	T02/19293I	14/09/2004	Registered	17/12/2012
Singapore	AVERY BERKEL	7	T02/19292J	17/12/2002	T02/19292J	30/03/2005	Registered	17/12/2012
Singapore	AVERY	9	T6333876C	06/11/1963	T6333876C	06/11/1963	Registered	06/11/2008
South Africa	AVERY	9		04/11/1963	B1963/0368 4	04/10/1965	Registered	04/11/2017
South Africa	AVERY BERKEL	9	2006/28201	20/11/2006			Pending	

South Africa	AVERY BERKEL DEVICE	37	2007/27022	21/11/2007			Pending	
South Africa	AVERY WEIGH- TRONIX	9	2006/28200	20/11/2006			Pending	
Sri Lanka	AVERY	6		09/12/1924	3278	04/05/1925	Registered	09/12/2010
Sri Lanka	AVERY	8		23/11/1963	25144	23/11/1963	Registered	23/11/2011
Sweden	AVERY	37		20/09/1979	171774	18/04/1980	Registered	18/04/2010
Switzerland	AVERY BERKEL DEVICE	9 & 37	61207/2007	10/10/2007 (amended 22/11/07)	574100		Pending	
Taiwan	AVERY	7	90036103	30/08/2001	1018738	16/10/2002	Registered	15/10/2012
Taiwan	AVERY	9	90036104	30/08/2001	1090410	01/04/2004	Registered	31/03/2014
Taiwan	AVERY	37	90036106	30/08/2001	169118	01/09/2002	Registered	01/09/2012
Taiwan	AVERY	7, 9		23/04/1980	144844	23/04/1980	Registered	30/11/2010
Turkey	AVERY	7 & 9		18/07/2000	2000 014495	18/07/2000	Registered	18/07/2010
Turkey	AVERY BERKEL	7 & 9	2003/15098	16/06/2003	2003/1 5098	16/06/2003	Registered	16/06/2013
Turkey	AVERY BERKEL DEVICE	9 & 37	2007-G- 201952	11/10/2007	2007/54497		Pending	
Turkey	AVERY BERKEL DEVICE	9 & 37	2007-G- 231303	19/11/2007	2007/61029		Pending	
United Arab Emirates	AVERY BERKEL DEVICE	9	104056	09/12/2007			Pending	
United Arab Emirates	AVERY BERKEL DEVICE	37	104055	09/12/2007			Pending	
United Arab Emirates	AVERY WEIGH- TRONIX	9	122693				Filing Instructed	
United Arab Emirates	AVERY WEIGH- TRONIX	37	122694				Filing Instructed	
United Kingdom	AVERY	9	381425	12/01/1918	381425	12/01/1918	Registered	12/01/2012

United Kingdom	AVERY	9	640121	15/09/1945	640121	15/09/1945	Registered	15/09/2008
United Kingdom	AVERY	16	865208	05/06/1964	865208	05/06/1964	Registered	05/06/2009
United Kingdom	BRECKNEL L	9	1327523	20/11/1987	1327523	04/08/1989	Registered	20/11/2014
United Kingdom	WEIGH- TRONIX	9	1587948	14/10/1994	1587948	29/12/1995	Registered	14/10/2011
United Kingdom	WEIGH- TRONIX	37	1587949	14/10/1994	1587949	29/12/1995	Registered	14/10/2011
United Kingdom	PLANTPOW ER	9	2176518	04/09/1998	2176518	04/06/1999	Registered	04/09/2008
United Kingdom	WEIGHMAN XTRA (Series of 2)	7 & 9	2399846	20/08/2005	2399846	03/02/2006	Registered	20/08/2015
United Kingdom	AVERY BERKEL DEVICE	7 & 11	2468684	05/10/2007	2468684	02/05/2008	Registered	05/10/2017
United Kingdom	AVERY BERKEL DEVICE	7, 11	2472268	14/11/2007			Pending	
United States	AVERY BERKEL DEVICE	9 & 37	77/403344	21/02/2008			Pending	
Venda	AVERY	6		25/11/1924	1141/24	25/11/24	Registered	
Zambia	AVERY	9	1585/61	10/11/1961	1585/61	10/11/1961	Registered	10/11/2010
Zimbabwe	AVERY BERKEL	7	995/2002	25/11/2002	995/2002	02/06/2003	Registered	25/11/2012
Zimbabwe	AVERY BERKEL	9	996/2002	25/11/2002	996/2002	02/06/2003	Registered	25/11/2012
Zimbabwe	AVERY	9	1585/61	10/11/1961	1585/61	10/11/1961	Registered	10/11/2012

**SCHEDULE 2**

**Avery India IP**

Country	Mark	Class	Application Number	Application Date	Registration Number	Registration Date	Status	Renewal Date
India	AVERY	16		15/06/1964	222783	15/06/1964	Registered	15/06/2016
India	AVERY	9		04/11/1963	218787B	06/10/1967	Registered	04/11/2015
India	BRECKNELL	9	995416	09/03/2001	623716	24/03/2007	Registered	09/03/2011
India	AVERY	9		12/06/1943	81602	12/06/1943	Registered	12/06/2017
India	AVERY BERKEL device	9, 37	1657848	25/02/2008			Pending	
India	BRIDGEMONT	9					Filing Instructed	
India	AVERY (device) 	9			279024	21/03/1972	Registered	


**SCHEDULE 3****Avery Malaysia IP**

Malaysia	AVERY			07/11/1951	M/2889	07/11/1951	Registered	14/01/2017
Malaysia	AVERY	9		06/11/1963	M/40813	06/11/1963	Registered	06/11/2008
Malaysia	AVERY	9	88/02928	16/06/1988	88002928	30/06/2005	Registered	16/06/2015
Malaysia	BRECKNELL	9	2001-03187	13/03/2001	1003187	19/07/2004	Registered	13/03/2011
Malaysia	BRIDGEMENT	9	2008/14691				Filing Instructed	
Malaysia	AVERY WEIGH-TRONIX	9 and 37	2008/131147				Filing Instructed	
Sarawak	AVERY	9		21/02/1974	12693	20/02/1981	Registered	21/02/2009



**EXECUTION of the Intellectual Property Assignment:**

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

)  
)  
) 

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

**EXECUTION of the Intellectual Property Assignment:**

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

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

