

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IntelliSAW Inc.		10/20/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Rosemount Inc.		
Street Address:	8200 Market Boulevard		
City:	Chanhassen		
State/Country:	MINNESOTA		
Postal Code:	55317		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4517353	INTELLISAW	
Registration Number:	4371202	μ SCADA	
Registration Number:	4342321	INTELLI-TRY	
CORRESPONDENCE DATA			
Fax Number:	3145531232		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-553-1824		
Email:	SUZANNE.FREILING@emerson.com		
Correspondent Name:	SUZANNA FREILING		
Address Line 1:	8000 WEST FLORISSANT AVE		
Address Line 4:	ST. LOUIS, MISSOURI 63136		
ATTORNEY DOCKET NUMBER:	INTELLISAW TM ASSIGN RCRD		
NAME OF SUBMITTER:	SUZANNA FREILING		
SIGNATURE:	/SUZANNA FREILING/		
DATE SIGNED:	11/24/2015		
Total Attachments: 4			
source=Tab 4.D_Makita Trademark Assignment#page1.tif			
source=Tab 4.D_Makita Trademark Assignment#page2.tif			
source=Tab 4.D_Makita Trademark Assignment#page3.tif			

CH \$90.00 4517353

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) dated as of October 20, 2015 (the “**Effective Date**”), is made by and between IntelliSAW Inc., a Delaware corporation (“**Assignor**”), and Rosemount Inc., a Minnesota corporation (“**Assignee**”).

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the registered trademarks and United States trademark registrations therefor identified and set forth on Schedule A together with whatever rights Assignor may have in the trademarks worldwide (all of the foregoing collectively, the “**Trademarks**”) and the goodwill associated with all of the foregoing; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of Assignor’s right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall, at Assignee’s reasonable request and expense, take such further action and execute such additional agreements and instruments as may be necessary to effect and perfect the assignment contemplated hereby.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

SCHEDULE A

Country	Reg. No.	Reg. Date	Serial No.	Appl. Date	Trademark	Status
USA	4,517,353	22 Apr 2014	86-005,102	09 Jul 2013	IntelliSAW	Registered
USA	4,371,202	23 Jul 2013	85-743,796	02 Oct 2012	μ SCADA	Registered
USA	4,342,321	28 May 2013	85-744,258	02 Oct 2012	Intelli-TRY	Registered