

**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>
E.I. du Pont de Nemours and Company		09/29/2006	COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PARKER-HANNIFIN CORPORATION		
<b>Street Address:</b>	6035 PARKLAND BLVD.		
<b>City:</b>	CLEVELAND		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44124		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2090786	HYLENE	
Registration Number:	0614674	HYLENE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)896-4027		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216 896 2212		
<b>Email:</b>	ssieger@parker.com		
<b>Correspondent Name:</b>	PARKER-HANNIFIN CORPORATION		
<b>Address Line 1:</b>	6035 PARKLAND BLVD.		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44124		
<b>NAME OF SUBMITTER:</b>	JOHN A. MOLNAR		
<b>Signature:</b>	/JOHN MOLNAR/		
<b>Date:</b>	08/27/2007		

CH \$65.00 2090786

**Total Attachments: 8**

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## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "Agreement") is made as of the 29<sup>th</sup> day of September, 2006 ("Effective Date"), between E.I. du Pont de Nemours and Company, a U.S. company incorporated under the laws of the State of Delaware, whose registered office is at 1007 Market Street, Wilmington, Delaware, 19898, U.S.A., ("Assignor"), and Parker Hannifin Corporation, an Ohio Corporation, with its principal place of business at 6035 Parkland Boulevard, Cleveland, Ohio 44124, U.S.A. ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee the trademark "HYLENE," including any logos or other designs therefor, and the trademark and/or Internet domain (URL) name applications, registrations, and/or renewals thereof listed on Schedule "A" attached hereto, along with the product, grade, or material numbers or other designations listed on Schedule but only to the extent that such designations are used in combination with "HYLENE," and Assignee wishes to accept such assignment.

NOW THEREFORE, the parties agree as follows:

### **ARTICLE 1. TRADEMARK ASSIGNMENT**

(a) In consideration of the Purchase Price of the Business to be sold to Assignee pursuant to the Commercial Asset Sale Agreement ("CASA") Section 4.03 entered by and between Assignor and Assignee of even date, (receipt of which the Assignor now acknowledges) the Assignor hereby irrevocably assigns with full title guarantee to the Assignee absolutely, free from all encumbrances and third party rights the sufficiency and receipt of which is acknowledged by the parties, and Assignee hereby accepts from Assignor, Assignor's full title guarantee and interest in and to the Trademark; together with all rights and powers arising or accrued therefrom including, without limitation, the full and exclusive benefit of the Trademark, including all statutory and common law rights, the right to sue for damages and other remedies in respect of any past and future infringement of such rights including all unregistered rights in the Trademark. Assignment of the Trademark includes the goodwill attached to and/or symbolized by the Trademark.

(b) Assignor and its affiliates will reasonably cooperate in executing appropriate documents provided by Assignee to complete formalities for perfecting the assignment and recording of the Trademark. Said documents may include, but may not be limited to: powers of attorney, letters of instruction to the agents to inform them of this assignment and acknowledgments thereof from the agents, as well as providing to Assignee a list of the agents used by country and status of the current Trademarks (docket report). All costs associated with preparing and recording assignments, including all legalization and notarization costs, shall be borne by Assignee.

(c) Assignor recognizes Assignee's title to Trademarks transferred hereunder, and the validity of thereof, and shall not at any time do or cause to be done any act or thing that will in any way impair the rights of Assignee in and to the Trademarks or Assignee's goodwill therein. Assignor further shall not oppose or seek to cancel any registration or use of, and consents to such registration and use of, the Trademark(s) by Assignee or its Assignees or related entities for any and all products and services.

## **ARTICLE 2. FILE TRANSFER**

Within thirty (30) business days of the Effective Date, or such other time as the parties may agree, Assignor will transfer physical possession of the files relating to the Trademarks to Assignee at the location requested by Assignee and at the expense of Assignee. Upon such physical transfer, Assignor and its affiliates shall no longer be responsible for further actions or payment of fees in respect thereof; provided, however, that all maintenance, annuity, and other fees presently being due and payable in respect of the Trademarks, as of the Effective Date, shall be paid by Assignor. Prior to the physical transfer of the files, Assignor and its affiliates will, to the extent feasible, provide information relating to the Trademarks in the manner requested by Assignee for the purposes of docketing maintenance fees, annuities, office actions, etc.

## **ARTICLE 3. USE OF TRANSFERRED TRADEMARKS**

As of the Effective Date, the parties agree that Assignor and its affiliates shall not assert any ownership interest in or to the Trademark, in any country or jurisdiction, and will stop using, and shall not use in connection with any goods or services, including on or in any catalogues, packages, or advertising, including electronic or in any website, or as a domain name, or register or attempt to register in any countries or jurisdictions, the Trademarks, unless expressly permitted by Assignee.

## **ARTICLE 4. ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and no modification or amendment hereof shall be valid or binding upon the parties hereto unless made in writing and duly executed on behalf of each the parties hereto.

## **ARTICLE 5. APPLICABLE LAW.**

This Agreement will be governed by and construed in accordance with the Law of the State of Delaware, United States of America. The courts of Wilmington, Delaware will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the parties agree to submit to that jurisdiction.

## **ARTICLE 6. INVALIDITY.**

(a) If any provision or provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The invalidity or unenforceability of a provision of this Agreement shall not cause the invalidity of the whole Agreement. The parties will replace any provision found invalid or unenforceable by alternative valid regulations which should be as similar as possible in its conditions.

(b) Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall constitute a waiver, limitation or amendment of any right or obligation of either party contained in this Agreement.

**ARTICLE 7. BINDING EFFECT.**

This Agreement shall also be binding on any affiliate, subsidiary or successors of the parties hereto.

**ARTICLE 8. REPRESENTATIONS OF ASSIGNOR.**

To the best of Assignor's Knowledge:

(a) Assignor is the sole and exclusive owner of the Trademarks and has the sole and exclusive right to use the same in connection with the Business and, by virtue of the execution of this Agreement, Assignor shall have such right.

(b) There are no royalty, commission or similar arrangements and no licenses, sublicenses or agreements pertaining to any of the Trademarks.

(c) No action, suit, proceeding or investigation is pending or threatened, with respect to the Trademarks.

(d) None of the Trademarks interfere with, infringe upon, conflict with or otherwise violate the rights of others or are being interfered with or infringed upon by others.

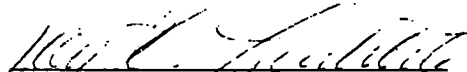
(e) Assignor has full, unconditional, and unqualified power and authority to enter into, execute and deliver this Agreement, fulfill its obligations hereunder and consummate the transactions contemplated hereby.

For purposes of this Section, "Assignor's Knowledge" means the actual knowledge, after due inquiry, of Assignor's managers who have responsibility for and/or direct knowledge of the Business as of the Closing Date (as those terms are used in the CASA).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

This document is executed as a deed and delivered together with the Confirmatory Assignment attached hereto on September 29, 2006.

**SIGNED AS A DEED** on behalf of **ASSIGNOR** )  
**E.I. du Pont de Nemours and Company,** )  
a company incorporated in the State of Delaware, U.S.A. )  
represented in this act by W. H. REICHELTER )  
under authority of the company: )

  
\_\_\_\_\_  
Authorized signatory

Date: Sept 29, 2006.....

**SIGNED AS A DEED** on behalf of **ASSIGNEE** )  
**Parker Hannifin Corporation** )  
a company incorporated in the State of Ohio, U.S.A. )  
represented in this act by \_\_\_\_\_ )  
under authority of the company: )

\_\_\_\_\_  
Authorized signatory

Date: .....

**Exhibit "A"**

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
HYLENE	AUSTRIA	AM1905/61	29/AUG/1961	47241	30/JAN/1962	REGISTERED
HYLENE	BENELUX	19263	24/NOV/1971	75941	24/NOV/1971	REGISTERED
HYLENE	CANADA	701556	08/APR/1992	417614	01/OCT/1993	REGISTERED
HYLENE	CHINA	4514243	25/FEB/2005			FILED
HYLENE	FRANCE	246024	08/DEC/1955	64847	08/DEC/1955	REGISTERED
HYLENE	GERMANY	D50577/1WZ	13/FEB/1992	2023658	03/NOV/1992	REGISTERED
HYLENE	ISRAEL	20097	29/AUG/1961	20097	29/AUG/1961	REGISTERED
HYLENE	ITALY	34295	18/JUN/1973	296689	18/JUN/1973	REGISTERED
HYLENE	NORWAY	73884	28/AUG/1961	58716	26/JAN/1962	REGISTERED
HYLENE	SWITZERLAND		28/AUG/1961	187974	28/AUG/1961	REGISTERED
HYLENE	UNITED STATES	75/091605	10/APR/1996	2090786	26/AUG/1997	REGISTERED
HYLENE	UNITED STATES	71/669247	01/JUL/1954	614674	25/OCT/1955	REGISTERED
HYLENE	VENEZUELA		30/AUG/1961	43456A	28/JAN/1978	REGISTERED

**DOMAIN NAMES (URL) assigned:**

hylene.com  
hylene.eu  
hylene.mobi

**DESIGNATIONS (assigned to the extent used in combination with "HYLENE"):**

9300  
9300C  
8000  
52D  
75D

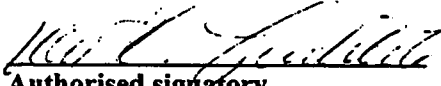




**ATTACHMENT TO:  
CONFIRMATORY ASSIGNMENT OF TRADEMARK RIGHTS**

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
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HYLENE	VENEZUELA		30/AUG/1961	43456A	28/JAN/1978	REGISTERED

SIGNED AS A DEED on behalf of ASSIGNOR )  
E.I. du Pont de Nemours and Company, )  
a company incorporated in the State of Delaware, U.S.A. )  
represented in this act by W. H. REICHELTER )  
under authority of the company: )

  
\_\_\_\_\_  
Authorized signatory

Date: Sept 29, 2006.....

SIGNED AS A DEED on behalf of ASSIGNEE )  
Parker Hannifin Corporation )  
a company incorporated in the State of Ohio, U.S.A. )  
represented in this act by STEVEN D. BARNES )  
under authority of the company: )

  
\_\_\_\_\_  
Authorized signatory

Date: Sept 29, 2006.....