

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atrium Innovation Limited		04/01/2014	COMPANY: ENGLAND
RECEIVING PARTY DATA			
Name:	Sumitomo Chemical (U.K.) plc		
Street Address:	Horatio House 77-85, Fulham Palace Road		
City:	London		
State/Country:	ENGLAND		
Postal Code:	W6 8JA		
Entity Type:	Public Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3846871	CLEANAER	
CORRESPONDENCE DATA			
Fax Number:	2023314308		
<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:	202-663-7409		
Email:	tm@sughrue.com, dlabriny@sughrue.com		
Correspondent Name:	Leigh Ann Lindquist, SUGHRUE MION, PLLC		
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Address Line 2:	Suite 800		
Address Line 4:	Washington, D.C., D.C. 20037-3202		
ATTORNEY DOCKET NUMBER:	D3642		
DOMESTIC REPRESENTATIVE			
Name:	Leigh Ann Lindquist, SUGHRUE MION, PLLC		
Address Line 1:	2100 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, D.C., D.C. 20037-3202		
NAME OF SUBMITTER:	Leigh Ann Lindquist		
SIGNATURE:	/Leigh Ann Lindquist/		
DATE SIGNED:	06/19/2014		

OP \$40.00 3846871

Total Attachments: 8

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DENTONS

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Trade Mark and Registered Design Assignment

Dated 1 April 2014

Atrium Innovation Limited
(the Assignor)

Sumitomo Chemical (U.K.) plc
(the Assignee)

Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

TRADEMARK
REEL: 005305 FRAME: 0539

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Assignment

Dated 1 April 2014

Between

- (1) **Atrium Innovation Limited** (the **Assignor**) registered in England under No 06415324 whose registered office is at Horatio House 77-85, Fulham Palace Road, London W6 8JA; and
- (2) **Sumitomo Chemical (U.K.) plc** (the **Assignee**) registered in England under No 02217066 whose registered office is at Horatio House 77-85, Fulham Palace Road, London W6 8JA,

Recitals

- A The Assignor is the sole registered proprietor and beneficial owner of certain trade marks and goodwill, details of which are set out in Schedule 1 to this Agreement.
- B The Assignor is the sole legal and beneficial owner of certain registered designs, design rights and goodwill, details of which are set out in Schedule 2 to this Agreement.
- C The Assignor has agreed to assign to the Assignee these trade marks, registered designs and design rights and the goodwill of its business in the goods or services in respect of which the trade marks are registered or the Assignor has sought registration the terms set out in this Agreement.

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

In this Agreement, the following definitions apply:

Assigned Rights have the meaning set out in Clause 2.1.

Business Day means a day (other than a Saturday or a Sunday) on which banks are open in London for the transaction of general business.

Copyright means all the copyright (whether vested, contingent or future) in and relating to the Trade Marks, the Design Rights and the Registered Designs and any similar rights existing in any country and all legal, beneficial and other rights in and relating to any of them.

Design Rights means all the design rights in and relating to the Trade Marks and all legal, beneficial and other rights in and relating to any of them.

Encumbrance includes any mortgage, charge, pledge, hypothecation, lien, assignment by way of security, title retention, option, right to acquire, right of pre-emption, right of set off, counterclaim, trust arrangement or any other security, preferential right, equity or restriction, and any agreement to give or create any of the foregoing.

Goodwill means all present, future and any residual goodwill in the relevant Trade Marks and Registered Designs anywhere in the world and the goodwill of the business of the Assignor in

and in connection with the goods or services in respect of which the Trade Marks are registered or the Assignor has sought registration.

Party means a party to this Agreement including that Party's successors in title, assignees and transferees.

Registered Designs means the registered designs, short details of which are set out in Schedule 2 and all legal, beneficial and other rights in and relating to any of them.

Territory means the world.

Trade Marks means the trade mark registrations, short details of which are set out in Schedule 1 and all legal, beneficial and other rights in and relating to any of them.

2 Assignment

2.1 Subject to the terms of this Agreement and in consideration for the sum of £1.00 now paid by the Assignee to the Assignor, receipt of which the Assignor acknowledges, the Assignor hereby assigns to the Assignee with full title guarantee free from any Encumbrance to the fullest extent possible for the Assignee to hold absolutely all right, title and interest, whether legal or beneficial in and relating to:

- (a) the Trade Marks;
- (b) the Goodwill throughout the Territory; and
- (c) the Copyright throughout the Territory (including the exclusive right to do and to authorise others to do any and all acts restricted by the Copyright, Designs and Patents Act 1988);
- (d) the Design Rights throughout the Territory;
- (e) the Registered Designs;
- (a) to (e) together the **Assigned Rights**; and
- (f) all accrued rights of action in and relating to the Assigned Rights,

for the full duration thereof, including all extensions and renewals.

2.2 The assignment in Clause 2.1 shall include the right for the Assignee to bring, make, oppose, defend or appeal proceedings, claims and/or actions in connection with the Assigned Rights (including proceedings against any third party for infringement of the Assigned Rights or for passing off or for otherwise infringing the rights of the Assignor in the Assigned Rights) or other infringement occurring before or after the date of this Agreement or before or after the date of registration of the Trade Marks or Registered Designs (as applicable).

3 Registration of the Assignment

The Parties shall jointly complete and sign the relevant forms in respect of the Trade Marks and the Registered Designs the Assignor is assigning under this Agreement, and the Assignee shall register the Agreement with the relevant office as soon as practicable after the date of this Agreement.

4 Third Party Rights

A person who is not party to this Agreement may not enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999. The Parties may rescind or change any term of this Agreement without the consent of a person who is not party to this Agreement.

5 Governing Law

English law governs:

- (a) this Agreement and its interpretation; and
- (b) any non-contractual obligations arising from or connected with this Agreement.

Signed by the parties or their authorised representatives

Schedule 1 – Trade Marks

Part 1 - UK Registered Trade Marks

Trade Mark	Number	Class	Country
aerstream	2333494	10	UK
FRESH THINKING CLEAN LIVING	2431454	01, 03, 05, 09, 11, 21, 37, 44	UK
QUATRO	2430915A	05, 09, 21, 37	UK
QUATRO	2430915B	03, 11	UK

Part 2 - International Registered Trade Marks

Trade Mark	Number	Class	Country
CLEANAER	8886731	11	China
CLEANEAR	3846871	03, 05, 11	US

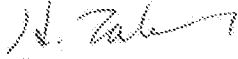
Schedule 2 – Registered Designs

Trade Mark	Number	Country	Summary
Cleanaer	200630189635.70	China	Base (power) unit
Cleanaer	200630189632.30	China	Replacement cartridge and power unit assembly
Cleanaer	200630189633.80	China	Wall bracket
Cleanaer	200630189639.50	China	Replacement Cartridge Unit
Cleanaer	000524426-0001	EU	Replacement Cartridge Unit
Cleanaer	000524426-0002	EU	Base (power) unit
Cleanaer	000524426-0005	EU	Replacement cartridge, power unit and wall bracket assembly
Cleanaer	000524426-0004	EU	Replacement cartridge and power unit assembly
Cleanaer	000524426-0003	EU	Wall bracket



Signed by)
authorised for)
Atrium Innovation Limited)

Robert Martin
CEO



Signed by)
authorised for)
Sumitomo Chemical (U.K.) plc)

Hisashi Takami
Director