

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIDEL INC.		03/03/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	MOJONNIER LIMITED		
Street Address:	2ND FLOOR, 96-85 TABERNACLE STREET		
City:	LONDON		
State/Country:	ENGLAND		
Postal Code:	EC2A 4RR		
Entity Type:	LIMITED LIABILITY COMPANY: ENGLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1280500	MOJONNIER	
Registration Number:	0385698	CARBO-COOLER	
Registration Number:	1158850	DE-OX SYSTEM	
Registration Number:	0912915	CARBO-TROL	
CORRESPONDENCE DATA			
Fax Number:	2166214072		
<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:	216-621-2234		
Email:	RKLINE@TAROLLI.COM		
Correspondent Name:	TAROLLI, SUNDHEIM, COVELL TUMMINO LLP		
Address Line 1:	1300 EAST NINTH ST		
Address Line 2:	SUITE 1700		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	MOJ-191992 US ORD		
NAME OF SUBMITTER:	JOHN A. YIRGA		
SIGNATURE:	/JOHN A. YIRGA/		
DATE SIGNED:	03/30/2015		
Total Attachments: 8			

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Dated 4 March 2015

Deed of assignment of Intellectual Property Rights

between

SIDEL INC.

and

SIDEL (UK) LIMITED

and

MOJONNIER LIMITED

KERMAN & C^o LLP
SOLICITORS AND PRIVY COUNCIL AGENTS

200 Strand London WC2R 1DJ United Kingdom

Tel 020 7539 7272 Fax 020 7240 5780

DX 99 London

www.kermanco.com

info@kermanco.com

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THIS DEED ("Agreement") is dated March 2015

Between

- (1) SIDEL INC. incorporated and registered in the state of Georgia, United States of America with company number 941 -- 705 whose principal office is at 5800 Sun Court, Norcross, Georgia, United States of America 30092 (the "Assignor")
- (2) SIDEL (UK) LIMITED incorporated and registered in England and Wales with company number 4227208 whose registered office is at 3 Silver Court, Watchmead, Welwyn Garden City, Hertfordshire, AL7 1LT ("Sidel"); and
- (3) MOJONNIER LIMITED incorporated and registered in England and Wales with company number 9224065 whose registered office is at 2nd Floor, 96-95 Tabernacle Street, London, EC2A 4RR (the "Assignee"),

each a "party" and together the "parties".

Background

- (A) The Assignor is the registered owner of the the Business Intellectual Property Rights (as defined below) which it holds as bare nominee for Sidel.
- (B) By the Main Agreement (as defined below) Sidel has agreed to assign (or procure the assignment) to the Assignee the Business Intellectual Property Rights on the terms set out in this Agreement.

Agreed terms

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

"Assigned Rights": the Business Intellectual Property Rights.

"Business Day": a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Business Intellectual Property Rights": the four (4) US registered marks (a) "MOJONNIER", with serial number 73320190 and registration number 1280500, used or held for use by the Seller in, or in connection with, the Business; (b) "CARBO-COOLER" with serial number 71437681 and registration number 0385698; (c) "CARBO-TROL" with serial number 72336834 and registration number 0912915; and (d) "DE-OX SYSTEM" with serial number 73243224 and registration number 1158850 (each a "Trade Mark").

"Main Agreement": an asset purchase agreement dated March 2015 between Sidel and the Assignee.

1.2 Clause, headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 References to clauses are to the clauses of this Agreement.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to "writing" or "written" includes fax but not email.
- 1.10 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Assignment

Pursuant to and for the consideration set out in the Main Agreement the Assignor at the direction of Sidel hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
- (b) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Agreement.

3. Confirmatory Assignment Document

Concurrently with executing this Agreement, Assignor and Assignee shall execute the Confirmatory Assignment attached hereto as Schedule A.

4. Further assurance

Each party shall at its own expense use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

5. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. Entire agreement

- 6.1 This Agreement (together with the Main Agreement) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees

that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

7. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. Severance

8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

8.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. Counterparts

9.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

10. Third party rights

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

11. Notice

11.1 Notices given under this Agreement shall be in writing in the English language and shall be deemed validly delivered: (i) if delivered by commercial courier, at the time of signature of the courier's receipt; or (ii) if sent by registered post, 48 hours from the date of posting (and if deemed receipt under this paragraph is not within business hours (business hours meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a Business Day), when business next starts in the place of receipt), and shall be sent to the following addresses (or any other addresses that may be notified by either party to the other from time to time):

(a) SIDEL INC.

Address: 5600 Sun Court, Norcross, Georgia, United States of America 30092

For the attention of: [Zone Vice President]

With a copy to:

SIDEL INTERNATIONAL AG

Address: Bösch 67, Box 67, 6331 Hünenberg, Switzerland

For the attention of: Christer Carling

(b) SIDEL (UK) LIMITED

Address: 3 Silver Court, Watchmead, Welwyn Garden City, Hertfordshire, AL7 1LT, England

For the attention of: Valerie Jung

With a copy to:

SIDEL INTERNATIONAL AG

Address: Bösch 67, Box 67, 6331 Hünenberg, Switzerland

For the attention of: Christer Carlving

(c) **MOJONNIER LIMITED**

c/o: The Gallagher Partnership LLP

Address: 2nd Floor, Titchfield House, 69/65 Tabernacle Street, London EC2A 4RR

For the attention of: Matthew Brinn

With a copy to:

PINETREE PARTNERS, LLC

Address: 1768 E 25th St, Cleveland, OH 44114 USA

For the attention of: Matthew Brinn

12. Governing law and Jurisdiction

12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date first above written.

CONFIRMATORY ASSIGNMENT OF TRADEMARK REGISTRATIONS

The undersigned

Sidel Inc.
5600 Sun Court
Norcross, Georgia 30092
USA

does hereby declare that it has assigned to

Mojonnier Limited
2nd Floor, 96-85 Tabernacle Street
London, EC2A 4RR
United Kingdom

all of its rights to the following Assigned Rights:

Trademark	Country	Registration No.	Serial No.
MOJONNIER	United States of America	1280500	73320190
CARBO-COOLER	United States of America	0385688	71437691
CARBO-TROL	United States of America	0912915	72336834
DE-OX SYSTEM	United States of America	1158850	73243224

Effective Date of Assignment: 4 March 2015

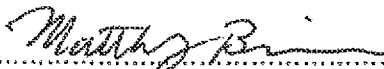
Sidel Inc.


 Name: CHANDLER CALLINA
 Title: GENERAL COUNSEL


 Name: ANDERS WESTER
 Title: CFO

The undersigned declares that the above assignment of the Assigned Rights was accepted.

• Mojonnier Limited


 Name: MATTHEW J. BRINN
 Title: Director

Name:
 Title:

SIGNED as a DEED by

SIDEL INC,

a company incorporated in the State of Georgia

by Anders Weester and Christer Carling


for and on behalf of Sidel Inc under a power of attorney

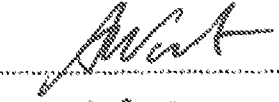
dated 3 March 2015,

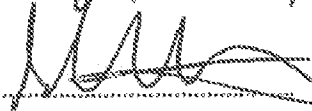
being persons who in accordance

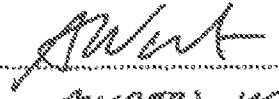
with the laws of that state are

acting under the authority of the company


CHRISTER CARLING by Power of Attorney


ANDERS WESTER
by Power of Attorney


CHRISTER CARLING by Power of Attorney


ANDERS WESTER
by Power of Attorney

Executed as a deed by

SIDEL (UK) LIMITED

acting by Anders Weester and Christer Carling for

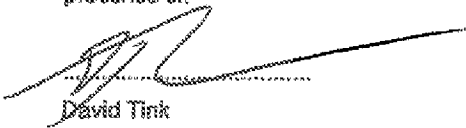
and on behalf of Sidel (UK) Limited under a

power of attorney dated 2 March 2015

Executed as a deed by MOJONNIER LIMITED

acting by Matthew Brinn, a director, in the

presence of:



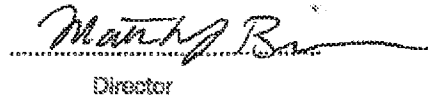
David Tink

200 Strand

London

WC2R 1DJ

Solicitor


Director

* * * * *