

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HENKEL CORPORATION		10/19/2015	Corporation:
RECEIVING PARTY DATA			
Name:	Connexicon Medical Limited		
Street Address:	6 The Thicket, Hainault Road		
City:	Foxrock, Dublin 18		
State/Country:	IRELAND		
Entity Type:	Company: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2074114	INDERMIL	
CORRESPONDENCE DATA			
Fax Number:	8478087238		
<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:	847-808-5500		
Email:	mail@iphorgan.net		
Correspondent Name:	IpHorgan Ltd		
Address Line 1:	195 Arlington Heights Rd, Ste 125		
Address Line 4:	Buffalo Grove, ILLINOIS 60089		
ATTORNEY DOCKET NUMBER:	FRK 0218 US		
DOMESTIC REPRESENTATIVE			
Name:	IpHorgan Ltd.		
Address Line 1:	195 Arlington Heights Rd., Ste 125		
Address Line 4:	Buffalo Grove, ILLINOIS 60089		
NAME OF SUBMITTER:	Dmitriy O. Makarov		
SIGNATURE:	/Dmitriy O. Makarov/		
DATE SIGNED:	04/04/2016		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT AGREEMENT

by and between

Henkel AG & Co. KGaA
Henkelstrasse 67, 40589 Düsseldorf Germany
and
Henkel Corporation
One Henkel Way
Rocky Hill, CT 06067
USA

(hereinafter referred to as " the Assignors")

and

Connexicon Medical Limited
6 The Thicket, Hainault road, Foxrock, Dublin 18,
Ireland

(hereinafter referred to as " the Assignee")

WITNESSETH:

WHEREAS, the Assignors owns the following INDERMIL Trade Mark registrations, applications for registration, and Domains Names as listed *in Exhibit A* hereto, (the "Trade Marks and Domains"); and

WHEREAS, the Assignors desire to divest and the Assignee desires to buy all rights to the Trade Marks and Domains listed *in Exhibit A* hereto;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, the parties agree as follows:

I . Purchase and Sale of the Trade Marks and Domains

- A. The Assignors agree to sell, assign and transfer to the Assignee, and the Assignee agrees to purchase and acquire from the Assignors, all of the Assignors' right, title and interest in and to the Trade Marks and Domains, together with any goodwill, if any, symbolized by the Trade Marks.
- B. The parties acknowledge that this sale and assignment of the Trade Marks and Domains is expressly limited to the Trade Marks and Domains, and specifically does not include:
- any formulae, know-how, design, works of art or authorship, copyrights or other rights in or to any products made by the Assignors, nor any marketing or sales materials in any form, any sales data or other statistics, or other similar documents.
- C. In consideration for the sale and the assignment of the Trade Marks and Domains the Assignee shall pay to the Assignors a total amount of [REDACTED], hereinafter referred to as "Purchase Price", by bank transfer as set forth in Section III below. Each contracting party bears its own levies and costs connected with the bank transfer.
- D. On receipt of the first instalment of the Purchase Price as indicated under point III. below, the Assignors as beneficial owners do hereby assign and transfer unto the Assignee all rights, title and interests in the Trade Marks and Domains, together with the goodwill of the business symbolised therewith, including all benefits, privileges and advantages arising therefrom TO HAVE, HOLD, USE, EXERCISE AND ENJOY the same unto the Assignee.
- E. Notwithstanding the above, the Assignee agrees that, shall the Assignee fail to pay the second instalment of the Purchase Price as indicated under point III. below within 14 business days of it becoming due, all rights title and interest in the Trade Marks and Domains and all benefits, privileges and advantages arising therefrom shall automatically be assigned and transferred back to the Assignors without any liability becoming due from Assignors. In such a case, the Assignee shall sign all such documents and do all such things as may be required to give effect to such transfer. The Assignee further agrees that, until full payment of the second instalment as indicated under point III below, Assignee shall not sell, lease, license, charge, mortgage, pledge, encumber or otherwise dispose of the Trade Marks or Domains or of any rights under the Trade Marks and Domains. On receipt of the second instalment of the Purchase Price as indicated under point III below, the Assignors as beneficial owners assign and transfer unto the Assignee, its successors and assigns,

all rights, title, and interests in and to the Trade Marks and Domains, together with the goodwill of the business symbolised therewith TO HOLD the same unto the Assignee absolutely.

II. Warranties

- A. The Assignors warrant that the Trade Marks and Domains listed on Exhibit A are presently in effect and that there are no actions pending or threatened against or involving the Assignors which question or challenge the validity of the Trade Marks and Domains. Furthermore, the Assignors warrant that the Trade Marks are not subject to any restrictions (i.e. agreements with third parties), and are free and clear of any encumbrances.
- B. After the completion of the assignment of the Trade Marks to the Assignee, the Assignors undertake not to use the Trade Mark INDERMIL or any confusingly similar Trade Mark in any country of the world, and undertake not to register any domain name incorporating the Mark INDERMIL, or a Mark that is considered confusingly similar. The Assignors also undertake not to oppose, challenge or attack the registration, use or validity of the Trade Marks and Domains, nor shall they induce or assist any other party to do the same in any country of the world.
- C. The Assignors shall be responsible for the maintenance of the Trade Marks and Domains during the transition period.

III. Purchase Price

The Purchase Price shall be paid in two installments: [REDACTED]
[REDACTED] no later than 31st December 2015, to the Assignors or such other party duly stipulated by the Assignors in writing by wire transfer to an account to be named by the Assignors. All sales and transfer taxes in connection with the transaction hereunder shall be borne by the Assignee, but each party shall be responsible for its own levies and costs connected with the bank transfer. No VAT on this transaction is due as the Assignee herewith ensures to have its place of business in the European Union and is purchasing and acquiring from the Assignors, all of the Assignors' rights, title and interest in and to the Trade Marks and Domains for commercial reasons under Assignee's trade VAT number IE 3307305MH and VAT exemption authorisation number 04/16275/102015.

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IV. Further Assurances

The Assignors and the Assignee each agree that they will perform any other act and execute any other documents reasonably required to consummate the transactions and transfers contemplated in this Agreement. Draft assignment documents will be provided by the Assignee, for approval and execution by the Assignors, which approval/execution shall not be unreasonably withheld or delayed. Recordal of the duly executed assignments shall be undertaken by the Assignee without any unreasonable delay at the Assignee's sole cost and expense. The Assignee shall reimburse the Assignors for all out-of-pocket costs, if any, incurred by the Assignors for complying with the Assignee's requests.

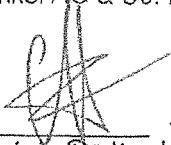

V. Miscellaneous

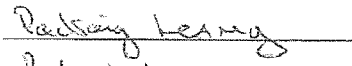
- A. This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and replaces all prior agreements, understandings, negotiations and dealings between the parties or their legal predecessors hereto pertaining to the subject matter hereof.
- B. All notices shall be given in writing.
- C. Should any provision of this Agreement be or become invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the Agreement as such. In such case the parties shall negotiate with the view to substitute the invalid or unenforceable provision by a provision which comes closest to the original understanding or intention of the parties.
- D. All disputes shall be settled amicably. Failing this it shall be brought to the competent Courts of Germany. This Assignment is governed by and interpreted in accordance with laws of Germany without applying its conflict of law rules. Exclusive place of jurisdiction shall be Düsseldorf.
- E. This Agreement shall be binding upon the successors in law of the contracting parties and each of them agrees to impose its obligations under this Agreement upon its affiliated companies, licensees, assignees and / or other third parties authorized by it to use the mentioned Trade Marks or Domains.

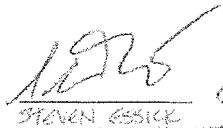

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have duly executed this Agreement as of the dates written below.


Düsseldorf, 10.09.2015
Henkel AG & Co. KGaA

Dublin, 19th Oct 2015
Connexicon Medical Limited


Cedric Berthod
Vice President
AG Western Europe
Henkel Corporation,

Armony Allamanno
Legal Counsel


Padraig Leamy
CEO
Connexicon Medical


STEVEN ESSICK
SIC - VICE PRESIDENT
AG AMERICAS
Exhibit A:



EADRAIN LEDWIDGE
R&D DIRECTOR
CONNEXICON MEDICAL

TRADEMARKS

Country	Trade-mark	Appln. Date	Appln. No.	Reg. Date	Reg. No.	Renewal	Designated Countries	Classes	Device	Owner
Argentina	INDERMIL	11.12.2008	2881609	20.11.2009	2330664	20.11.2019		10		Henkel Corporation
Argentina	INDERMIL	13.06.2011	3094114	13.05.2013	2568890	13.05.2023		05		Henkel Corporation
Australia	INDERMIL	30.05.1997	735804	30.05.1997	735804	30.05.2017		1, 10		Henkel Corporation
Austria	INDERMIL	08.10.1992	AM4854/92	27.01.1993	145683	31.01.2023		1, 10		Henkel Corporation

Approved as to Form:

Henkel NA Law Dept.

Benelux	INDERMIL	06.10.19 92	786873	01.06.19 93	522461	06.10.20 22		1, 10	Henkel Corporat ion
Brazil	INDERMIL	07.05.19 96	81919456 5	22.09.19 98	8191945 65	22.09.20 18		5	Henkel Corporat ion
Brazil	INDERMIL	04.06.19 97	82007566 3	22.10.20 02	8200756 63	21.10.20 22		1	Henkel Corporat ion
Canada	INDERMIL	11.06.19 93	730755	09.08.19 99	TMA514 146	09.08.20 29			Henkel Corporat ion
Chile	INDERMIL	12.06.19 97	380053	18.03.19 98	847868	18.03.20 18		10	Henkel Corporat ion
Chile	INDERMIL	12.06.19 97	380052	18.03.19 98	847867	18.03.20 18		1	Henkel Corporat ion
China	INDERMIL	12.01.19 98	1272115	07.05.19 99	1272115	06.05.20 19		10	Henkel Corporat ion
China	Yi De Mei (Indermil in Chinese Character s)	05.05.20 09	7371975	21.09.20 10	737975	20.09.20 20		05	易得美 Henkel AG & Co. KGaA

									易得美
China	Yi de Mei (Indermil in Chinese Character s)	05.05.20 09	7371974	21.08.20 10	7371974	20.08.20 20		10	Henkel AG & Co. KGaA
Colombia	INDERMIL	05.06.19 97	97031262	28.01.19 98	205119	28.01.20 18		1	Henkel Corporat ion
Colombia	INDERMIL	05.06.19 97	97031260	28.01.19 98	205118	28.01.20 18		10	Henkel Corporat ion
Costa Rica	INDERMIL	03.06.19 97	NONE	16.12.19 97	105195	16.12.20 17		1	Henkel Corporat ion
Costa Rica	INDERMIL	03.06.19 97		16.12.19 97	105203	16.12.20 17		10	Henkel Corporat ion
Czech Republic	INDERMIL	17.06.19 97	0-123253	23.11.19 98	213979	17.06.20 17		1, 10	Henkel Corporat ion
Denmark	INDERMIL	06.10.19 92	7094/1992	25.12.19 92	11834/19 92	25.12.20 22		01, 10	Henkel Corporat ion
European Communi ty	INDERMIL	09.04.20 10	9054297	14.09.20 10	9054297	09.04.20 20	AT, BE, BG, BX, CY, CZ, DE, DK,	01, 05, 10	Henkel Corporat ion

							EE, ES, FI, FR, GB, GR, HU, IE, IT, LT, LU, LV, MT, NL, PL, PT, RO, SE, SI, SK			
Finland	INDERMIL	08.10.19 92	4863/92	05.10.19 93	128598	05.10.20 23		01, 10		Henkel Corporat ion
France	INDERMIL	06.10.19 92	92/436377	06.10.19 92	9243637 7	31.10.20 22		1, 10		Henkel Corporat ion
France	INDERMIL	19.02.20 10	10371462 8	19.02.20 10	1037146 28	29.02.20 20		01, 05, 10		Henkel Corporat ion
Germany	INDERMIL	06.10.19 92	L36328	02.07.19 96	2100625	31.10.20 22		01, 10		Henkel Corporat ion
Greece	INDERMIL	12.10.19 92	110965	19.09.19 95	110965	12.10.20 22		01, 10		Henkel Corporat ion
Hungary	INDERMIL	02.06.19 97	M9701878	22.04.19 98	151124	02.06.20 17		1, 10		Henkel Corporat ion
Iceland	INDERMIL	06.10.19 92	966/1992	30.03.19 93	240/1993	30.03.20 23		1, 10		Henkel Corporat ion
India	INDERMIL	30.05.19 97	761638	30.05.19 97	761638	30.05.20 17		5		Loctite Corporat ion
India	INDERMIL	30.05.19 97	761634	30.05.19 97	761634	30.05.20 17		10		Loctite Corporat ion
Ireland	INDERMIL	07.10.19 92	92/5316	07.10.19 92	152698	07.10.20 19		1, 10		Henkel Corporat ion
Italy	INDERMIL	07.10.19 92	MI92C006 836	07.06.19 95	1480278	07.10.20 22		01, 10		Henkel Corporat ion
Japan	INDERMIL	19.02.19 98	13410/98	19.11.19 99	4336990	19.11.20 19		1, 10		Henkel Corporat ion
Japan	INDERMIL	09.08.19 99	H11- 071637	29.11.20 00	4420942	29.11.20 20		05		Henkel Corporat ion
Mexico	INDERMIL	10.12.20 07	901221	28.03.20 08	1033045	10.12.20 17		1		Henkel Corporat ion

Mexico	INDERMIL	10.12.2007	901222					10	Henkel Corporation
Mexico	INDERMIL XCELLENCE	27.10.2008	970334	24.11.2008	1073738	27.10.2018		05	Henkel AG & Co. KGaA
Mexico	INDERMIL XCELLENCE	27.10.2008	970335	24.11.2008	1073739	27.10.2018		10	Henkel AG & Co. KGaA
Norway	INDERMIL	12.10.1992	92/5089	25.11.1993	160335	25.11.2023		01, 10	Henkel Corporation
Peru	INDERMIL	01.07.2009	393146-2009	01.07.2011	178719	01.07.2021		01	Henkel Corporation
Poland	INDERMIL	09.06.1997	Z-174.486	16.01.2001	121302	09.06.2017		1, 10	Henkel Corporation
Russia	INDERMIL	09.06.1997	97708336	16.12.1999	182681	09.06.2017		1, 10	Henkel Corporation
Serbia	INDERMIL	30.05.1997	Z653/97	19.05.2000	43315	30.05.2017		1, 10	Henkel Corporation
Slovakia	INDERMIL	02.06.1997	POZ1513/97	17.11.1999	187857	02.06.2017		1, 5	Henkel Corporation
South Korea	INDERMIL	02.05.1998	11581/98	27.11.1998	431212	27.11.2018		05	Henkel Corporation
South Korea	INDERMIL	04.04.1997	1997/15625	21.10.1998	425788	21.10.2018		01, 15	Henkel Corporation
Spain	INDERMIL	15.10.1992	1725076	05.06.1995	1725076	15.10.2022		01	Henkel Corporation
Spain	INDERMIL	15.10.1992	1725077	05.06.1995	1725077	15.10.2022		10	Henkel Corporation
Sweden	INDERMIL	07.10.1992	92/08889	16.04.1993	248363	16.04.2023		01, 10	Henkel Corporation
Switzerland	INDERMIL	07.10.1992	7239/1992	21.04.1993	401082	07.10.2022		01, 10	Henkel Corporation

Taiwan	INDERMIL	06.06.19 97	86028334	16.08.19 98	811939	16.08.20 18		1	Henkel Corporat ion
Taiwan	INDERMIL	06.06.19 97	86028335	01.10.19 99	869559	01.10.20 19		10	Henkel Corporat ion
Thailand	INDERMIL	25.11.19 99	404646	25.11.19 99	Kor1196 57	25.11.20 19		1	Henkel Corporat ion
Thailand	INDERMIL	02.07.19 97	337882	26.06.19 98	KOR741 12	02.07.20 17		10	Loctite Corporat ion
Turkey	INDERMIL	10.06.19 97	97/008146	31.12.19 97	188348	10.06.20 17		1, 10	Henkel Corporat ion
United Kingdom	INDERMIL	08.10.19 92	1515111	05.05.19 95	A151511 1	08.10.20 19		10	Henkel Corporat ion
United States	INDERMIL	04.06.19 93	74/399390	24.06.19 97	2074114	24.06.20 17		5	Henkel Corporat ion
Venezuel a	INDERMIL	19.12.19 97	1997- 025774	08.01.19 99	P- 209818	08.01.20 19		1	Loctite Corporat ion
Venezuel a	INDERMIL	19.12.19 97	1997- 025776	08.01.19 99	P- 209819	08.01.20 19		10	Loctite Corporat ion

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