

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blueair AB		11/11/2016	Corporation: SWEDEN
RECEIVING PARTY DATA			
Name:	Visionsbolaget S 2364 AB		
Street Address:	c/o PWC Bolagsgruppen		
City:	SE-113 97 Stockholm		
State/Country:	SWEDEN		
Entity Type:	Aktiebolag: SWEDEN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4538726	BLUE	
CORRESPONDENCE DATA			
Fax Number:	2026590441		
<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) 659-8225		
Email:	trademarks@alprinlaw.com		
Correspondent Name:	M. Scott Alprin		
Address Line 1:	5 Pinehurst Circle, N.W.		
Address Line 4:	Washington, D.C. 20015		
NAME OF SUBMITTER:	Nicholas T. Santucci		
SIGNATURE:	/NicholasTSantucci/		
DATE SIGNED:	11/18/2016		
Total Attachments: 8			
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OP \$40.00 4538726

Dated 11 November 2016

BLUEAIR AB
and
VISIONSBOLAGET S 2364 AB

INTELLECTUAL PROPERTY DEED OF ASSIGNMENT

Linklaters

Linklaters LLP
One Silk Street
London EC2Y 8HQ

Telephone (44-20) 7456 2000
Facsimile (44-20) 7456 2222

Ref: L-243935

Intellectual Property Deed of Assignment

This Deed is made on 11 November 2016 ("Effective Date") between:

- (1) **Blueair AB**, a company incorporated in Sweden whose company number is 556534-9197 and whose registered office is at Danderydsgatan 11, SE-114 26, Stockholm, Sweden (the "Assignor"); and
- (2) **Visionsbolaget S 2364 AB**, a company incorporated in Sweden whose company number is 559061-3971 and whose registered office is at c/o PWC Bolagsgruppen, SE-113 97, Stockholm, Sweden (the "Assignee")

(the Assignor and the Assignee together being the "Parties").

Whereas:

- (A) On 9 August 2016, Blueair Holding AB, a company incorporated under the laws of Sweden, with registration number 559042-5608 ("**Blueair Holding**"), and Unilever N.V. (the "**Buyer**"), have entered into a share purchase agreement (the "**SPA**"), under which Blueair Holding sold its shares in the Assignor to the Buyer (the "**Transaction**"). Pursuant to the Transaction, Blueair Holding and the Buyer have agreed that Blueair Holding will procure that certain Intellectual Property Rights are assigned to the Assignee, including as set out in this Deed.
- (B) The Assignor is the owner of certain Intellectual Property Right registrations and applications for registration (set out in Schedule 1) which it wishes to assign to the Assignee on the terms of this Deed.

It is agreed as follows:

1 Interpretation

- 1.1 In this Deed, the following expressions have the following meanings:

"**Assigned Intellectual Property**" means the Intellectual Property Right registrations and applications for registration which are set out in Schedule 1;

"**Intellectual Property Rights**" means trade marks, trade names, rights in domain names, logos, patents, inventions, design rights, copyrights, database rights, rights to sue for passing off and in unfair competition, and all other similar rights in any part of the world (including in Know-how) including: (i) where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations, and (ii) all goodwill attaching to, represented by, or connected with any of the foregoing;

"**Know-how**" means industrial and commercial information and techniques, in each case, in any form and not in the public domain, including processes, drawings, designs formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, lists and particulars of customers and suppliers;

"**SPA**" has the meaning given to it in Recital (A); and

"VAT" means within the European Union such tax as may be levied in accordance with (but subject to derogations from) Directive 2006/112/EC and outside the European Union any similar tax levied by reference to added value or sales.

1.2 In this Deed, unless otherwise specified:

- 1.2.1 the clause and Schedule headings are inserted for ease of reference only and do not affect its interpretation;
- 1.2.2 the Schedule forms part of this Deed and have the same force and effect as if expressly set out in the body of this Deed and any reference to this Deed shall include the Schedule to it;
- 1.2.3 a reference to a recital, clause, or Schedule is a reference to a recital to, clause of, or Schedule to, this Deed;
- 1.2.4 words (including but not limited to defined terms) in the singular include the plural and words in the plural include the singular;
- 1.2.5 a reference to one gender includes a reference to any other gender;
- 1.2.6 a reference to a "person" includes a reference to a firm, body corporate, association, state or agency of a state, government, government body or local or municipal authority, joint venture, partnership or unincorporated body;
- 1.2.7 references to "writing" or "written" include any mode of reproducing words in a legible form and reduced to paper (for the avoidance of doubt this includes faxes and emails);
- 1.2.8 a reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it provided that, as between the Parties, no such amendment or re-enactment made after the date of this Deed shall apply for the purposes of this Deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party;
- 1.2.9 the *ejusdem generis* rule shall not apply and, accordingly, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a class of acts, matters or things;
- 1.2.10 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by general words; and
- 1.2.11 references to this Deed include this Deed as amended or varied in accordance with its terms.

2 Commencement

This Deed shall take effect on the Effective Date.

3 Assignment

- 3.1** The Assignor hereby assigns to the Assignee, with effect as of the Effective Date, all of its rights, title and interest in and to the Assigned Intellectual Property, including the right to bring or defend proceedings and obtain relief (and to retain any monies recovered) in respect of any infringement or other cause of action (including passing off) arising from ownership of the Assigned Intellectual Property, whether occurring before, on or after the Effective Date.
- 3.2** The Assignor agrees and declares that the Assignee will be and remain at all times unrestricted in its freedom, without obligation to the Assignor, to assign to a third party and alter all Assigned Intellectual Property.

4 Consideration

The total consideration for the assignment and transfer of the Assigned Intellectual Property from the Assignor to the Assignee shall be SEK 100,000 (the "**Consideration**"). The Consideration shall be satisfied by the Assignee on the Effective Date by way of electronic transfer in immediately available funds to a bank account designated by the Assignor.

5 VAT

If any payment under this Deed constitutes the consideration for a taxable supply for VAT purposes, then in addition to that payment the payer shall pay, or if the reverse charge procedure applies, account for, any VAT due, subject, unless the reverse charge procedure applies, to provision of a valid VAT invoice.

6 Further Assurance

Any time after the Effective Date, at the request of the Assignee and at the Assignee's cost (provided that the Assignee shall not be required to pay any costs which are ascribed to an internal business function of the Assignor, such as any costs ascribed to the use of the Assignor's internal legal team), the Assignor shall execute such documents and do such acts and things as the Assignee may reasonably require for the purpose of giving to the Assignee the full benefit of all the provisions of this Deed. The Assignor's obligations under this clause 6 shall include assisting the Assignee in (i) registering the Assignee as proprietor of the Intellectual Property Rights listed in Schedule 1, (ii) bringing or defending any proceedings relating to any of the rights assigned by this Deed, and (iii) endeavouring to procure the irrevocable and unconditional waiver of any moral rights and any similar or corresponding rights existing anywhere in the world that any third party might have in works which embody the Assigned Intellectual Property.

7 No Waiver

Except as otherwise expressly provided in this Deed:

- (i) no failure to exercise or delay in exercising any right, power or remedy under this Deed shall affect such right, power or remedy or constitute a waiver thereof or preclude its exercise at any subsequent time;

- (ii) no waiver by any Party of any breach or non-fulfilment by the other Parties of any provision of this Deed shall be deemed to be a waiver of any subsequent or other breach of that or any other provision hereof;
- (iii) no single or partial exercise of any right, power or remedy under this Deed shall preclude or restrict the further exercise of any such right, power or remedy; and
- (iv) the rights and remedies provided in this Deed are cumulative and not exclusive of any rights and remedies provided by law.

8 Whole Agreement

- 8.1** This Deed constitutes the entire understanding, and constitutes the whole and only agreement in relation to the subject matter of this Deed, and supersedes any previous agreement between the Parties with respect thereto.
- 8.2** Any remedy or right conferred upon the Assignee under, or pursuant to, this Deed shall be in addition, and without prejudice, to all other rights and remedies otherwise available to it at law.

9 Amendment

This Deed may be amended or modified in whole or in part at any time by a Deed in writing executed by or on behalf of each of the Parties to this Deed.

10 Severability

- 10.1** Each of the provisions of this Deed is severable.
- 10.2** If any provision of this Deed is held to be or becomes invalid or unenforceable in any respect under the law of any relevant jurisdiction, it shall have no effect in that respect in that jurisdiction, and the Parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original provision.
- 10.3** Nothing in this clause 10 shall affect or impair:
 - 10.3.1** the legality, validity or enforceability in the relevant jurisdiction of any other provision of this Deed; or
 - 10.3.2** the legality, validity or enforceability under the laws of any other jurisdiction of the relevant provision or any other provision of this Deed.

11 Counterparts

- 11.1** This Deed may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart.
- 11.2** Each counterpart shall constitute an original of this Deed, but all the counterparts shall together constitute the same instrument.

12 Governing Law and Jurisdiction

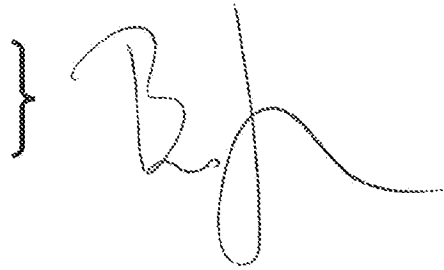
- 12.1** This Deed shall be governed by, and construed in accordance with, substantive Swedish law.
- 12.2** Any dispute, controversy or claim arising out of or in connection with this Deed, or the breach, termination or invalidity hereof or thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.
- 12.3** The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the consent of the other party. This notwithstanding, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights in connection with the dispute, or if obligated to do so under law, regulations, decision by a court or other public authority or rules of a regulated market or recognised stock exchange.

In witness whereof, this Deed has been signed as a deed and delivered on the date stated at the beginning of this Deed.

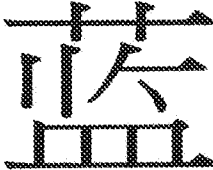
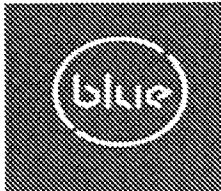
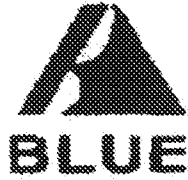
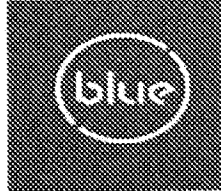
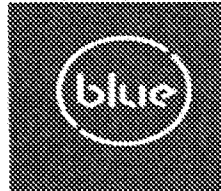
SIGNED as a DEED by
BLUEAIR AB

A handwritten signature in black ink, appearing to be 'Blueair', written in a cursive style. A large closing curly bracket is positioned to the left of the signature.

SIGNED as a DEED by
VISIONSBOLAGET S 2364 AB

A handwritten signature in black ink, appearing to be 'Visionsbolaget', written in a cursive style. A large closing curly bracket is positioned to the left of the signature.

Schedule 1

Territory	Trade Mark	Application / Registration No.	Classes
WIPO	BLUE	1155792	11
China	BLUE	1155792	11
China	BLUE (in Chinese) 	12847639	11
China		14337375	11
China		14357660 / 3714904	11
EU	BLUE	005991807	10, 11, 20
Japan		2014-030246 / 5758118	11
South Korea		40-2014-0024611	11
USA	BLUE	85/731704 / 4538726	11