

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410185

| | | | |
|---|--|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Serck Industries Limited | | 12/01/2016 | Corporation: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Unipart Group of Companies Limited | | |
| Street Address: | Garsington Road | | |
| Internal Address: | Unipart House | | |
| City: | Cowley, Oxford | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | OX4 2PG | | |
| Entity Type: | Company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2221390 | SERCK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2025599163 | | |
| <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: | 2026312021 | | |
| Email: | valerie.purdy-pyeron@rieblinglaw.com | | |
| Correspondent Name: | Valerie A. Purdy-Pyeron, Paralegal | | |
| Address Line 1: | 1717 Pennsylvania Avenue, N.W. | | |
| Address Line 2: | Suite 1025 | | |
| Address Line 4: | Washington, D.C. 20006-3951 | | |
| ATTORNEY DOCKET NUMBER: | 330499-00160 SERCK | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Peter J. Riebling | | |
| Address Line 1: | 1717 Pennsylvania Avenue, N.W. | | |
| Address Line 2: | Suite 1025 | | |
| Address Line 4: | Washington, D.C. 20006-3951 | | |
| NAME OF SUBMITTER: | Peter J. Riebling | | |

OP \$40.00 2221390

| | |
|--|---------------------|
| SIGNATURE: | /peter j. riebling/ |
| DATE SIGNED: | 12/27/2016 |
| Total Attachments: 9 source=SERCK ASSIGNMENT#page1.tif source=SERCK ASSIGNMENT#page2.tif source=SERCK ASSIGNMENT#page3.tif source=SERCK ASSIGNMENT#page4.tif source=SERCK ASSIGNMENT#page5.tif source=SERCK ASSIGNMENT#page6.tif source=SERCK ASSIGNMENT#page7.tif source=SERCK ASSIGNMENT#page8.tif source=SERCK ASSIGNMENT#page9.tif | |

Dated December 1st, 2016

SERCK INDUSTRIES LIMITED

and

UNIPART GROUP OF COMPANIES LIMITED

INTERNATIONAL
TRADE MARK ASSIGNMENT

THIS AGREEMENT is made on December 1st, 2016

BETWEEN:

- (1) **SERCK INDUSTRIES LIMITED** a company incorporated in the United Kingdom, Company No. 00643003 of 2nd Floor, 80 Victoria Street, London, SW1E 5JL (the "Assignor"); and
- (2) **UNIPART GROUP OF COMPANIES LIMITED** a company incorporated in the United Kingdom Company No. 01994997 of Unipart House, Garsington Road, Cowley, Oxford, OX4 2PG ("the Assignee").

WHEREAS:

- (A) The Assignor is the registered proprietor of the trade mark details of which are set out in the Schedule to this Assignment (the "Trade Marks").
- (B) The Assignor has agreed to assign such right title and interest as they have in the Trade Marks to the Assignee on the terms set out below.

IT IS AGREED as follows:

1. ASSIGNMENT

In consideration of the sum of £1.00 (one pound sterling), the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee, subject to the third party licences disclosed by the Assignor:

- 1.1 all of its rights, title and interest in and to the Trade Marks;
- 1.2 the benefit of the applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee;
- 1.3 any and all of its goodwill attaching to the Trade Marks, including any of its unregistered rights in or connected to the SERCK trade mark; and
- 1.4 all its rights arising or accrued therefrom (whether under statute or common law) including the right to sue for damages and other remedies in respect of any prior infringement of the Assignor's rights in or in respect of the Trade Marks and to retain any and all sums obtained through such actions.

2. FURTHER ASSURANCE

The Assignor further covenants that at the reasonable request and cost of the Assignee it will at all times do all such reasonable acts and execute all such documents as may be reasonably necessary or desirable to secure the vesting in the Assignee of all rights assigned to it under this Assignment.

3. **RIGHT TO BRING PROCEEDINGS**

The Assignor agrees and undertakes to provide to the Assignee, at Assignee's sole cost and reasonable request, all such reasonable assistance with any proceedings which may be brought by or against the Assignee or by any third party in relation to the Trade Marks.

4. **LAW AND JURISDICTION**

4.1 This Agreement shall be governed by and construed in accordance with the laws of England.

4.2 The parties hereby submit to the exclusive jurisdiction of the High Court of England in relation to any dispute or claim arising out of, or in connection with, this Agreement.

EXECUTED AND DELIVERED as a Deed by the Parties on the date which first appears in this Agreement.

**EXECUTED as a DEED by
SERCK INDUSTRIES LIMITED**
Acting by

NIOLE LINDHAYN

and
Director


.....
Secretary, Per Pro Invensys Secretaries Limited

**EXECUTED as a DEED by
UNIPART GROUP OF COMPANIES LIMITED**
Acting by

and
Director

.....
Director/Secretary

3. **RIGHT TO BRING PROCEEDINGS**

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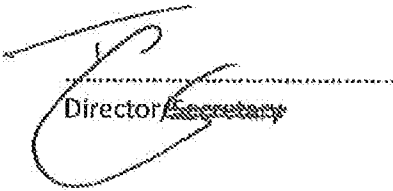
EXECUTED AND DELIVERED as a Deed by the Parties on the date which first appears in this Agreement.

EXECUTED as a DEED by
SERCK INDUSTRIES LIMITED

Acting by

and

.....
Director


.....
Director

EXECUTED as a DEED by
UNIPART GROUP OF COMPANIES LIMITED

Acting by

and

.....
Director

.....
Director/Secretary

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EXECUTED as a DEED by
SERCK INDUSTRIES LIMITED
Acting by

and
Director

.....
Director/Secretary

EXECUTED as a DEED by
UNIPART GROUP OF COMPANIES LIMITED
Acting by ANTHONY MOURGE and
ROBERT O'BRIEN






.....
Director
.....
Director/Secretary






I, Martin James Henry Burn, Notary Public
do hereby certify that ROBERT O'BRIEN and ANTHONY MOURGE
both signed this document in my presence
in OXFORD, U.K. on 30th NOVEMBER 2016
Signed and Sealed


MJB
Martin James Henry Burn, Notary Public
7200 The Quorum,
Oxford Business Park North, Oxford, OX4 2JZ
01865487136 martyburn@oxemplaw.co.uk



SCHEDULE OF TRADE MARKS

| COUNTRY | TRADE MARK | REG'N NO. | STATUS | CLASS | SPECIFICATION |
|-----------|---|-----------|------------|-------|---|
| Australia |  | 388800 | Registered | 7 | Motor driven electric current generators, having facilities for supplying low pressure hot water; heat exchangers for use with the aforesaid machines; parts and fittings included in class 7, for all the aforesaid goods. |
| Benelux |  | 389485 | Registered | 7, 11 | Heat and combined heat and power generators and parts and fittings for the aforesaid, included in so far as there were class 11. |
| Benelux |  | 622272 | Registered | 7, 11 | Class 7 – Heat exchangers included in this class; parts and accessories thereof included in this class. Class 11 – Heat exchangers included in this class; heat recovery apparatus; parts and accessories thereof in this class. |
| Canada | SERCK | TMA509244 | Registered | | Motor driven electric current generators, having facilities for supplying low pressure hot water; heat exchangers for use with the aforesaid machines; heat exchangers, combined heat and power generators. |
| Canada |  | TMA513158 | Registered | | Motor driven electric current generators, having facilities for supplying low pressure hot water; heat exchangers for use with the aforesaid machines; heat exchangers, combined heat and power generators. |
| France |  | 1237182 | Registered | 7, 11 | Heat and generators combined heat and power; Heat recovery devices, components and accessories. |

| | | | | | |
|----------------|---|---------|------------|-------|--|
| Germany |  | 1064955 | Registered | 7, 11 | Heat exchangers and machines that serve both the heat and the power generation equipment for the recovery of heat, an alternator driving internal combustion engine, essentially consisting of exhaust gas coolers, water coolers and heat exchangers (included in class 7 and 11) ; Included parts of the aforesaid goods in classes 7 and 11 |
| South Africa |  | 83/8023 | Registered | 11 | Heat exchangers, combined heat and power generators, heat recovery apparatus and parts and fittings therefor all included in this class 11. |
| South Africa |  | 83/1591 | Registered | 7 | Heat exchangers and combined heat and power generators, heat recovery apparatus and parts and fittings therefore included in class 7 |
| United Kingdom | SERCKSPEED | 967865 | Registered | 16 | Printed publications. ✓ |
| United Kingdom |  | 978725 | Registered | 16 | Printed publications. ✓ |
| United Kingdom |  | 2131552 | Registered | 7, 11 | Class 7: Motor driven electric current generators, having facilities for supplying low pressure hot water; heat exchangers for use with the aforesaid machines; parts and fittings for all the aforesaid goods. Class 11: Heat exchangers, combined heat and power generators, heat recovery apparatus and parts and fittings therefor. |

| | | | | | |
|----------------|---|---------|------------|-------|--|
| United Kingdom |  | 1179175 | Registered | 7 | Motor driven electric current generators, having facilities for supplying low pressure hot water; heat exchangers for use with the aforesaid machines; parts and fittings included in Class 7 for all the aforesaid goods. |
| United States | SERCK | 2221390 | Registered | 7, 11 | Class 7: Motor driven electric current generators, having facilities for supplying low pressure hot water; power generators; electric power combined heat and power generators. Class 11: heat exchangers for use with electric current generators; steam generators; steam power combined heat and power generators. |

No 126

177063

John Venn & Sons

Scrivener Notaries

Translators

William B Kennar LL.B. • Jonathan P Coutts M.A., M.Ch.
Associates: Agnes Corless • Charles E. Henshaw LL.B.
Consultant: Jessica M. Reeve M.A.
General Notaries: M^{re} Victoria Gonzalez U.C. en Des. • Katherine A. Lyons M.A. (Oxon), M.Ch.

95 Aldwych
London WC2B 4JF
020 7395 4300

177 Corporation Street
Birmingham B4 6RG
0121 236 5705

notary@johnvenn.co.uk
www.johnvenn.co.uk

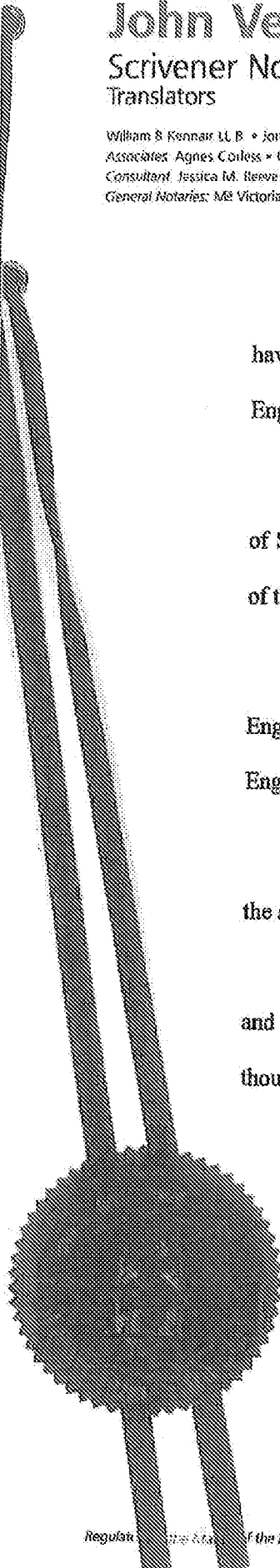
I, CHARLES EKENG HENSHAW, a duly admitted Notary Public,
having jurisdiction throughout England and Wales and practising in London,
England, hereby certify:

1. THAT the Agreement annexed hereto was signed for and on behalf
of **SERCK INDUSTRIES LIMITED** by **TREVOR LAMBETH**, a Director
of the said Company;

2. THAT the said Company is duly incorporated and existing under
English Law, having its Registered Office at Stafford Park 5, Telford TF3 3BL,
England;

3. AND THAT the said Agreement, being so signed, is duly issued by
the said Company.

IN WITNESS whereof I have issued this Certificate under my signature
and Seal of Office at London, aforesaid, the fifth day of December Two
thousand and sixteen.



Regulate... of the Faculties

RECORDED: 12/27/2016



TRADEMARK

REEL: 005952 FRAME: 0180