

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419759

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BRUCE ANCHOR LIMITED		12/19/2016	Corporation: ISLE OF MAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRUCE ANCHOR LIMITED		
<b>Street Address:</b>	Union Plaza (6th Floor), 1 Union Wynd,		
<b>City:</b>	Aberdeen		
<b>State/Country:</b>	SCOTLAND		
<b>Postal Code:</b>	AB10 1DQ		
<b>Entity Type:</b>	Corporation: SCOTLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1200140	BRUCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7038367419		
<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>			
<b>Phone:</b>	7038367419		
<b>Email:</b>	bassam.ibrahim@bipc.com		
<b>Correspondent Name:</b>	Bassam N. Ibrahim		
<b>Address Line 1:</b>	1737 King Street, Suite 500		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314-2727		
<b>ATTORNEY DOCKET NUMBER:</b>	0080750-001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Bassam N. Ibrahim		
<b>Address Line 1:</b>	1737 King Street, Suite 500		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314-2727		
<b>NAME OF SUBMITTER:</b>	Bassam N. Ibrahim		
<b>SIGNATURE:</b>	/Bassam N. Ibrahim/		
<b>DATE SIGNED:</b>	03/15/2017		
<b>Total Attachments: 10</b>			

OP \$40.00 1200140

source=8. EXECUTED Assignment of Trade Marks\_3817127#page1.tif  
source=8. EXECUTED Assignment of Trade Marks\_3817127#page2.tif  
source=8. EXECUTED Assignment of Trade Marks\_3817127#page3.tif  
source=8. EXECUTED Assignment of Trade Marks\_3817127#page4.tif  
source=8. EXECUTED Assignment of Trade Marks\_3817127#page5.tif  
source=8. EXECUTED Assignment of Trade Marks\_3817127#page6.tif  
source=8. EXECUTED Assignment of Trade Marks\_3817127#page7.tif  
source=8. EXECUTED Assignment of Trade Marks\_3817127#page8.tif  
source=8. EXECUTED Assignment of Trade Marks\_3817127#page9.tif  
source=8. EXECUTED Assignment of Trade Marks\_3817127#page10.tif

 Burness Paul

TRADE MARK ASSIGNATION

between

BRUCE ANCHOR LIMITED

and

BRUCE ANCHOR LIMITED

Live: 08481206 v 1

TRADEMARK  
REEL: 006010 FRAME: 0031

## INDEX

Class No.	Heading	Page No.
1	DEFINITIONS AND INTERPRETATION	1
2	ASSIGNATION	2
3	ASSIGNOR'S OBLIGATIONS	2
4	FURTHER ASSURANCE	2
5	SEVERABILITY	3
6	WAIVER	3
7	ENTIRE AGREEMENT	3
8	VARIATION	3
9	COUNTERPARTS	3
10	GOVERNING LAW	4
	SCHEDULE 1	

Uwe: 06451208 v 1

## TRADE MARK ASSIGNATION

by

- (1) BRUCE ANCHOR LIMITED incorporated and registered in the Isle of Man with the company registration number 055305C whose registered office is at Anchor House, Cronkbourne, Douglas, IM4 4QE, Isle of Man (the "Assignor");

in favour of

- (2) BRUCE ANCHOR LIMITED incorporated and registered in Scotland with company number SC549599 whose registered office is at Union Plaza (6th Floor), 1 Union Wynd, Aberdeen, AB10 1DQ (the "Assignee").

WHEREAS:

- (A) The Assignor is the registered owner of the Marks (as defined below).
- (B) The Assignor wishes to assign and the Assignee is willing to accept an assignment of the Marks (as defined below) on the following terms.

NOW IT IS HEREBY AGREED:

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment, the following words and expressions shall have the following meanings.

"Assignment" means this assignment including the Schedule;

"Assignment Date" means 19<sup>th</sup> December 2016 notwithstanding the date of execution of this Assignment;

"Marks" means the registered trade marks, registered in the name of and belonging to the Assignor, particulars of which are set out in the Schedule;

"Schedule" means the Schedule annexed hereto.

- 1.2 Any reference to a clause, sub-clause, Schedule shall be to, respectively, a clause, sub-clause, Schedule to this Agreement.
- 1.3 Clause headings are for ease of reference only and shall not affect the construction or interpretation of any clause.
- 1.4 Words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.5 References to statutes, any statutory instrument, regulation, or order shall be construed as a reference to such statute, statutory instrument, regulation, or order as amended or re-enacted from time to time.

## 2 ASSIGNATION

2.1 The Assignor hereby assigns to the Assignee, with effect from the Assignment Date, absolutely its whole right, title and interest, past present and future, in and to the Marks, together with all rights, privileges and advantages attaching to them.

2.2 This Assignment includes the right for the Assignee to bring proceedings against any third party in respect of the Marks (including proceedings against any third party for infringement of the Marks or for passing off) or for otherwise infringing the rights of the Assignor in and to the Marks whether occurring before, on or after the date of this Agreement.

2.3 The Assignor agrees and undertakes to provide the Assignee (at its request) with all such reasonable assistance as may be required with any proceedings which may be brought by or against the Assignee in relation to the Marks.

2.4 The Assignor confirms that this Assignment is made with all common law and statutory rights and all the goodwill represented by, associated with and attaching to the Marks.

## 3 ASSIGNOR'S OBLIGATIONS

3.1 The Assignor shall deliver to the Assignee the Assignor's files relating to each of the Marks, no later than seven days after the Assignment Date.

3.2 Until such time as the Assignee has become registered as proprietor of the Marks and secured the full benefits of the rights hereby assigned, the Assignor:

3.2.1 shall not reply to any office action without first consulting the Assignee and obtaining its instructions in relation thereto; and

3.2.2 hereby confirms and declares that, with effect from the Assignment Date, that it will hold the Marks as trustees and in irrevocable trust for the Assignee and subject to the direction of the Assignee until such time as the Marks have been registered by the Assignee in the appropriate patent registry.

## 4 FURTHER ASSURANCE

4.1 The Assignor shall at its own expense perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee reasonably requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including:

- 4.1.1 registration of the Assignee as proprietor of the Marks; and
- 4.1.2 assisting the Assignee in obtaining, defending and enforcing its rights in the Marks, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Marks.
- 4.2 In order to execute or perform the obligations set out in Clause 4.1, the Assignor irrevocably appoints the Assignee to be its attorney in name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of the terms of this Assignment.
- 4.3 The Assignee shall be liable for the cost of registration of the Trade Marks in the Assignee's name.

**5 SEVERABILITY**

Each of the clauses in this Assignment shall be deemed to be separately enforceable and no waiver by any party of any of its rights hereunder shall prejudice its ability to enforce fully any or all of the provisions of this Assignment.

**6 WAIVER**

The failure of either party to exercise or enforce any right conferred on that party by this Assignment shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

**7 ENTIRE AGREEMENT**

This Assignment supercedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the parties relating to its subject matter.

**8 VARIATION**

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

**9 COUNTERPARTS**

- 9.1 This Assignment may be executed in any number of counterparts and by each of the parties on separate counterparts.
- 9.2 Where executed in counterparts:

9.2.1 this Assignment shall not take effect until each of the counterparts has been delivered; and

9.2.2 where any counterpart is being held as undelivered, delivery will take place only when the date of delivery is agreed between the parties after execution of this Assignment.

10 GOVERNING LAW

This Assignment shall be governed by and interpreted in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the preceding three pages together with the Schedule annexed hereto are executed in counterpart as follows and DELIVERED on 19<sup>TH</sup> DECEMBER 2016

SUBSCRIBED for and on behalf of the said BRUCE ANCHOR LIMITED (the Assignor)

at DOUGLAS, ISLE OF MAN

on 19<sup>TH</sup> DECEMBER 2016

by

PETER BRUCE.

Print Full Name

Peter Bruce

Director

JOHN DAVID SAYLE

Print Full Name

John David Sayle

Director /Secretary



SUBSCRIBED for and on behalf of  
the said BRUCE ANCHOR LIMITED  
(the Assignee)

at NEWBICH

on 19/12/2016

by SANDEEP UPAL

Print Full Name



Director

before this witness

JURATMAN SIMPSON

Print Full Name



Witness

Address

3 Premier Drive, Bundoora,

Lowesville, Victoria, 3088

This is the Schedule referred to in the foregoing Trade Mark Assignment between Bruce Anchor Limited and Bruce Anchor Limited dated 19<sup>th</sup> December 2016 and DELIVERED on 13<sup>th</sup> December 2016

SCHEDULE  
MARKS

Trade Mark	Applicant	Country	Classified	Application No.	Application Date	Registration No.	Registration Date	Status	Mark Reference	IPC Class
BRUCE	Bruce Anchor Limited	Australia	137288 AB.01	755133	17/Sep/1999	755133	17/Sep/1999	Registered	16/Feb/2018	T127385AU
BRUCE	Bruce Anchor Limited	Brazil	137288 BB.01	843587323	30/Mar/2004	843587323	30/Mar/2004	Registered	30/Mar/2024	T127385BR
BRUCE	Bruce Anchor Limited	Canada	137288 CA.01	AS17658	06/Oct/1999	4517658	06/Oct/1999	Registered	06/Oct/2029	T127385CA
BRUCE	Bruce Anchor Limited	China	137288 CH.01	923502	27/Oct/2006	923502	27/Oct/2006	Registered	26/Oct/2016	T127385CN
BRUCE	Bruce Anchor Limited	European Community	137288 EF.01	942610	16/May/1993	003457931	13/Oct/1993	Registered	13/Feb/2017	T127385EP
BRUCE	Bruce Anchor Limited	United Kingdom	137288 GB.01	1129866	07/Mar/1980	1129866	07/Mar/1980	Registered	07/Mar/2021	T127385GB
BRUCE	Bruce Anchor Limited	India	137288 IN.01	391599	16/Feb/1998	791599	17/Feb/1998	Registered	17/Feb/2018	T127385IN
BRUCE	Bruce Anchor Limited	Japan	137288 JP.01	2008637	18/Oct/1987	2008637	18/Oct/1987	Registered	18/Oct/2017	T127385JP
BRUCE	Bruce Anchor Limited	South Korea	137288 KR.01	40-2092-0026530	08/Jun/2009	40-2092-0026530	12/Jun/2011	Registered	12/Jun/2021	T127385KR
BRUCE	Bruce Anchor Limited	Norway	137288 NO.01	385249	25/Sep/1997	185749	25/Sep/1997	Registered	25/Sep/2017	T127385NO
BRUCE	Bruce Anchor Limited	New Zealand	137288 NZ.01	288566	17/May/1999	288566	17/May/1999	Registered	17/Feb/2018	T127385NZ
BRUCE	Bruce Anchor Limited	Singapore	137288 SG.01	105062670	05/Jun/2009	105062670	05/Jun/2009	Registered	05/Jun/2019	T127385SG
BRUCE	Bruce Anchor Limited	USA	137288 US.01	1300240	06/Jul/1982	1200940	06/Jul/1982	Registered	06/Jul/2022	T127385US
BRUCE	Bruce Anchor Limited	South Africa	137288 ZA.01	9909433	17/May/1999	9909433	17/May/1999	Registered	17/May/2019	T127385ZA

DENRMA	Bruce Anchor Limited	137233 BR 01	903795145	15/Oct/2007	903795145	09/Aug/2011	Registered	09/Aug/2011	T12741588
DENRMA	Bruce Anchor Limited	137233 CA 01	1377821	20/Oct/2007	144149787	08/Oct/2009	Registered	08/Oct/2009	T12741588
DENRMA	Bruce Anchor Limited	137233 GB 01	2470550	15/Oct/2007	2470550	03/Aug/2008	Registered	15/Oct/2017	T12741588
DENRMA	Bruce Anchor Limited	137233 IN 01	1617014	01/Nov/2007	1617014	01/Nov/2007	Registered	01/Nov/2017	T12741588
DENRMA	Bruce Anchor Limited	137233 NZ 01	778480	16/Oct/2007	778480	01/Nov/2009	Registered	16/Oct/2017	T12741588
DENRMA	Bruce Anchor Limited	137233 AU 01	945686	25/Oct/2007	945686	25/Oct/2007	Registered	25/Oct/2017	T12741588
DENRMA	Bruce Anchor Limited	137233 CN 01	945686	25/Oct/2007	945686	25/Oct/2007	Registered	25/Oct/2017	T12741588
DENRMA	Bruce Anchor Limited	137233 EU 01	945686	15/Oct/2007	945686	25/Oct/2007	Registered	25/Oct/2017	T12741588
DENRMA	Bruce Anchor Limited	137233 JP 01	945686	25/Oct/2007	945686	15/Oct/2007	Registered	15/Oct/2017	T12741588
DENRMA	Bruce Anchor Limited	137233 KR 01	945686	25/Oct/2007	945686	25/Oct/2007	Registered	25/Oct/2017	T12741588
DENRMA	Bruce Anchor Limited	137233 NO 01	945686	25/Oct/2007	945686	25/Oct/2007	Registered	25/Oct/2017	T12741588
DENRMA	Bruce Anchor Limited	137233 WO 01	945686	25/Oct/2007	945686	25/Oct/2007	Registered	25/Oct/2017	T12741588
DENRMA	Bruce Anchor Limited	137233 SG 01	945686	15/Oct/2007	945686	23/Oct/2007	Registered	15/Oct/2017	T12741588
DENRMA	Bruce Anchor Limited	137233 US 01	945686	25/Oct/2007	945686	15/Oct/2007	Registered	15/Oct/2017	T12741588
DENRMA	Bruce Anchor Limited	137233 ZA 01	200714605	16/Oct/2007	200714605	16/Oct/2007	Registered	16/Oct/2017	T12741588
FFTS	Bruce Anchor Limited	137234 BR 01	903795244	25/Oct/2007	903795244	02/Aug/2011	Registered	02/Aug/2011	T12741588
FFTS	Bruce Anchor Limited	137234 CA 01	1377820	20/Oct/2007	748080	17/Sep/2009	Registered	17/Sep/2009	T12741588
FFTS	Bruce Anchor Limited	137234 GB 01	2470551	15/Oct/2007	2470551	01/Aug/2008	Registered	15/Oct/2017	T12741588
FFTS	Bruce Anchor Limited	137234 IN 01	1617015	01/Nov/2007	1617015	01/Nov/2007	Registered	01/Nov/2017	T12741588
FFTS	Bruce Anchor Limited	137234 NZ 01	778481	16/Oct/2007	778481	01/Nov/2008	Registered	16/Oct/2017	T12741588
FFTS	Bruce Anchor Limited	137234 AU 01	945685	25/Oct/2007	945685	25/Oct/2007	Registered	25/Oct/2017	T12741588
FFTS	Bruce Anchor Limited	137234 CN 01	945685	25/Oct/2007	945685	25/Oct/2007	Registered	25/Oct/2017	T12741588

FFTS	Brace Anchor Limited	European Community	137234.134.01	945685	25/Oct/2007	945685	25/Oct/2007	Registered	112741314US
FFTS	Brace Anchor Limited	Japan	137234.134.01	945685	25/Oct/2007	945685	25/Oct/2007	Registered	112741314US
FFTS	Brace Anchor Limited	South Korea	137234.134.01	945685	25/Oct/2007	945685	25/Oct/2007	Registered	112741314US
FFTS	Brace Anchor Limited	Norway	137234.134.01	945685	25/Oct/2007	945685	25/Oct/2007	Registered	112741314US
FFTS	Brace Anchor Limited	International	137234.134.01	945685	25/Oct/2007	945685	25/Oct/2007	Registered	112741314US
FFTS	Brace Anchor Limited	Singapore	137234.134.01	945685	25/Oct/2007	945685	25/Oct/2007	Registered	112741314US
FFTS	Brace Anchor Limited	USA	137234.134.01	945685	25/Oct/2007	945685	25/Oct/2007	Registered	112741314US
FFTS	Brace Anchor Limited	South Africa	137234.134.01	200724686	26/Oct/2007	200724686	26/Oct/2007	Registered	112741314US