

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429795

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/15/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Xtralis Technologies Ltd.		12/07/2016	Corporation: BAHAMAS

RECEIVING PARTY DATA

Name:	Garrett Thermal Systems Limited
Street Address:	Skimped Hill Lane
Internal Address:	Honeywell House
City:	Bracknell, Berkshire
State/Country:	UNITED KINGDOM
Postal Code:	RG12 1EB
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4266062	ICAM
Registration Number:	4822671	OSID
Registration Number:	4289228	XTRALIS
Registration Number:	1883352	VESDA
Registration Number:	3857188	ASIM
Registration Number:	5205242	E
Registration Number:	4289227	XTRALIS
Registration Number:	3924200	ADPRO
Registration Number:	4301619	THE SOONER YOU KNOW

CORRESPONDENCE DATA

Fax Number: 7032737684

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.

Phone: 703-273-7680

Email: rshapiro@sasiplaw.com

Correspondent Name: Ronald E. Shapiro

Address Line 1: 11350 Random Hills Road, Suite 740

Address Line 4: Fairfax, VIRGINIA 22030

TRADEMARK

NAME OF SUBMITTER:	Ronald E. Shapiro
SIGNATURE:	/Ronald E. Shapiro/
DATE SIGNED:	06/02/2017
Total Attachments: 6 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif source=Trademark Assignment Agreement#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into and made effective as of November 15, 2016 ("Effective Date") by and among Xtralis Technologies Ltd., a Bahamian company, having an office at 2nd Floor, One Montague Place, Nassau N-3933, The Bahamas ("Xtralis"),

AND

Garrett Thermal Systems Limited, a UK company, having an office at Honeywell House, Skimped Hill Lane, Bracknell, Berkshire, RG12 1EB, United Kingdom ("Company").

Xtralis and Company may each be referred to as a "Party" or, collectively, as "Parties" to this Agreement.

RECITALS

WHEREAS, Xtralis is the owner of the Trademarks (as defined below).

WHEREAS, Company is desirous of acquiring the entire right, title and interest in and to said Trademarks and goodwill associated therewith.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

As used herein:

1.1 "Trademarks" mean the registered trademarks, trademark applications and unregistered trademarks listed in Appendix A.

ARTICLE 2. CONVEYANCE

2.1 For good and valuable consideration, the receipt of which is hereby acknowledged, Xtralis does hereby convey, assign and transfer to Company all of Xtralis's right, title and interest in and to (i) the Trademarks, together with the goodwill symbolized thereby, and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Xtralis's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, and (b) bring actions and recover damages for past, present and future infringement or other violation thereof. Xtralis shall further enable the assignment of the domain names "rmg.com", "rmg.cn", "rmg.de", "rmg.pl" to the Company under a separate agreement.

ARTICLE 3. RECORDATION

3.1 Xtralis hereby authorizes and requests any applicable governmental entity or registrar (including any applicable national or international office or registrar and, with respect to domains, provider), to record Company as the owner of the Trademarks, and to issue any and all Trademarks to Company, as assignee of Xtralis's entire right, title and interest in, to, and under the same. Company shall have the right to record at its cost this Agreement with all applicable governmental authorities and registrars so as to perfect its ownership of the Trademarks, if applicable.

ARTICLE 4. COOPERATION, ASSISTANCE AND GOVERNING LAW

4.1 If any provision or provisions of this Agreement in any way contravene a law of any state or country in which this Agreement is effective, the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be modified to conform to such law.

4.2 The representatives signing on behalf of the Parties to this Agreement acknowledge that they have reviewed and understand this Agreement and hereby represent that each has full power and authority to execute this Agreement and bind the respective Parties hereto.

4.3 This Agreement, including the referenced Appendices, embodies all of the terms, conditions, and understandings between the Parties, and merges all prior or contemporaneous understandings, agreements, discussions, or commitments, verbal or written, with respect to the specific subject matter of this Agreement. Any subsequent agreement that modifies any part of this Agreement must be in writing and signed by duly authorized officers of both Parties.

4.4 This Agreement may be signed in one or more counterparts (including faxed copies), each of which shall be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Agreement.

4.5 This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, USA, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted only in the State of New York, USA, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding

IN CONSIDERATION OF THE FOREGOING TERMS AND CONDITIONS, the Parties have caused this Agreement to be executed by duly authorized representatives of the Parties on the dates as set forth below.

Agreed to and accepted:

GARRETT THERMAL SYSTEMS LIMITED

XTRALIS TECHNOLOGIES LTD

By: *David A. Cohen*

By: *JL*

Name: David A. Cohen

Name: Jeannine J. Lane

Title: Authorized Signatory

Title: Director

Date: December 19, 2016

Date: Dec 7, 2016

Melville, NY Suffolk County

Notarization:

Notarization:

Beth M. Nussbaum

Elizabeth Wagner

BETH M. NUSSBAUM
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2198942
My Commission Expires 2/5/2018

ELIZABETH WAGNER
Notary Public - State of New York
NO. 01WA6196612
Qualified in Suffolk County
My Commission Expires 07/28/2020

APPENDIX A: Trademarks

MarkName	Country	Current Appl. No	Current Reg No
XTRALIS	Australia	*	1174524
XTRALIS Logo	Australia	*	1300824
ADPRO	Australia	403445	403445
ICAM	Australia	1601719	
ASIM	Australia	*	1177836
OSID	Australia	1575191	1575191
VESDA	Australia	*	962311
THE SOONER YOU KNOW	Australia	*	1298379
VESDA	Australia	*	962311
VESDA	Australia		3558815
XTRALIS logo	Australia	*	1174529
ICAM BY XTRALIS	Australia	*	1483374
XTRALIS	Australia	*	1300822
VESDA Very Early Smoke Detection Apparatus	Benelux	683949	417641
VESDA	Brazil	823244393	823244393
OSID	Brazil	840618107	
XTRALIS	Brazil	830490949	830490949
XTRALIS & Design	Brazil	830490930	830490930
VESDA	Canada	1640582-00	924072
XTRALIS	Canada	1450957-00	TMA785464
XTRALIS logo	Canada	*	TMA785465
XTRALIS	Canada	1346401-00	TMA757878
XTRALIS logo	Canada	*	TMA757881
ASIM	Canada	1352797	TMA724847
THE SOONER YOU KNOW	Canada	1438999-00	890356
VESDA	Chile	*	921109
OSID	Chile	1.073.089	
XTRALIS	China P.R.	*	7636635
FMST	China P.R.	15950558	
XTRALIS logo	China P.R.	*	7636634
VESDA	China P.R.	*	4187785
XTRALIS	China P.R.	*	6051941
ADPRO	China P.R.	4195177	4195177
VESDA	China P.R.	*	4187784
THE SOONER YOU KNOW	China P.R.	*	7641383
XTRALIS logo	China P.R.	*	6051940
ASIM	China P.R.	*	6119499
ICAM	China P.R.	13126868	13126868
VESDA	China P.R.	*	4187786
ADPRO	China P.R.	*	4195178

OSID	China P.R.	13126887	13126887
XTRALIS	Community Trademark	5875935	5875935
XTRALIS logo	Community Trademark	8324725	8324725
ADPRO	Community Trademark	9709585	9709585
E logo	Community Trademark	*	12574307
XTRALIS	Community Trademark	8324683	8324683
OSID	Community Trademark	12072211	12072211
ASIM	Community Trademark	5982657	5982657
ICAM	Community Trademark	7530141	7530141
VESDA	Community Trademark	3435336	3435336
THE SOONER YOU KNOW	Community Trademark	8298119	8298119
XTRALIS logo	Community Trademark	5876107	5876107
ICAM	Community Trademark	9326836	9326836
VESDA	Dominican Republic	2015-34087	
VESDA	Finland	T198701634	104099
VESDA	France	1510895	
VESDA	Germany	1116869	1116869
XTRALIS	Hong Kong	*	301352196
XTRALIS logo	Hong Kong	*	301352187
VESDA	Hong Kong		19892867
XTRALIS logo	Hong Kong	*	300865729
ASIM	Hong Kong	*	300868481
ADPRO	Hong Kong	19851413	19851413
XTRALIS	Hong Kong	*	300865738
VESDA	India	1645534	1645534
ADPRO	India	2020017	
XTRALIS	India	1908588	
XTRALIS logo	India	1908587	
OSID	India	2585933	
XTRALIS logo	Israel	*	221552
XTRALIS	Israel	*	221551
XTRALIS logo	Israel	*	199931
XTRALIS	Israel	*	199933
XTRALIS & THE SOONER YOU KNOW logo	Israel	*	221027
VESDA	Italy	TO2009C000251	1259510
XTRALIS logo	Japan	2007047052	5232756
VESDA	Japan	1990003693	2454967
XTRALIS	Japan	2007047053	5232757
THE SOONER YOU KNOW	Japan	2009035662	5288625
XTRALIS	Korea South	*	400769875
XTRALIS logo	Korea South	*	400769874
THE SOONER YOU KNOW	Korea South	4020090022778	40-0860863
VESDA	Korea South	*	179002

ASIM	Korea South	*	40-0767009
XTRALIS logo	Malaysia	*	9021340
XTRALIS	Malaysia		9021339
ADPRO	Malaysia	2013058546	2013058546
ICAM	Malaysia	2013058545	2013058545
VESDA	Malaysia	2014005325	
OSID	Malaysia	*	2013058547
XTRALIS	New Zealand	767878	767878
ADPRO	New Zealand	154223	154223
XTRALIS logo	New Zealand	767879	767879
THE SOONER YOU KNOW	New Zealand	*	806236
OSID	Russian Federation	2013729284	538364
THE SOONER YOU KNOW	Russian Federation	*	407305
VESDA	Russian Federation	2008707966	380487
XTRALIS	Russian Federation	2007713644	359580
XTRALIS	Russian Federation	2009711777	424195
XTRALIS logo	Russian Federation	2009711776	424194
XTRALIS logo	Russian Federation	2007713645	359581
VESDA	Singapore	*	T8804283C
ADPRO	Singapore	*	T8404164F
OSID	South Africa	2013/22365	
ADPRO	South Africa	*	2003/14262
ADPRO	South Africa	*	2003/14261
VESDA	South Africa	*	2003/14257
VESDA	Sweden	1987-02876	263857
XTRALIS logo	Switzerland	56037/2009	592432
THE SOONER YOU KNOW	Switzerland	55651/2009	592706
ASIM	Switzerland	56136/2007	562912
XTRALIS	Switzerland	55949/2009	591537
XTRALIS logo	Switzerland	54877/2007	560829
XTRALIS	Switzerland	54876/2007	560841
VESDA	Switzerland	2151/1987	P-355275
XTRALIS logo	Taiwan	*	1341503
VESDA	Taiwan		454303
XTRALIS	Taiwan	*	1341504
ASIM	Taiwan	*	1336971
VESDA	Taiwan		439532
ICAM	Taiwan	101009707	1569997
OSID	Turkey	2015/105964	
XTRALIS	Turkey	2016/00449	
VESDA	United Kingdom	UK00001256465	UK00001256465
AUTOLEARN	United Kingdom	UK00001494328	UK00001494328
ADPRO	United Kingdom	1224297	1224297
ICAM	United States	77/694476	4266062

OSID	United States	86/046012	4822671
XTRALIS	United States	77/176296	4289228
VESDA	United States	74/346753	1883352
ASIM	United States	77/214708	3857188
E logo	United States	86/190236	
XTRALIS logo	United States	77/176286	4289227
ADPRO	United States	78952669	3924200
THE SOONER YOU KNOW	United States	77741630	4301619