

TRADEMARK ASSIGNMENT COVER SHEET

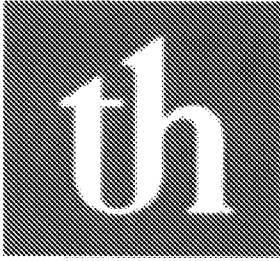
Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Protec Auto Care Limited		07/17/2018	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Protec International Limited		
Street Address:	The Beehive, Rohais		
Internal Address:	P.O. Box 142		
City:	St Peter Port		
State/Country:	GUERNSEY		
Postal Code:	GY1 3HT		
Entity Type:	non-cellular company: GUERNSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3375914	PRO TEC	
CORRESPONDENCE DATA			
Fax Number:	5025610442		
<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:	5025841135		
Email:	jray@middletonlaw.com		
Correspondent Name:	Julie Gregory Ray		
Address Line 1:	401 S. Fourth Street		
Address Line 2:	Middleton Reutlinger, Suite 2600		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Julie Gregory Ray		
SIGNATURE:	/Julie Gregory Ray/		
DATE SIGNED:	07/17/2018		
Total Attachments: 12			
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OP \$40.00 3375914

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dated 17 July 2018

Protac Auto Care Limited

and

Protac International Limited

Deed of assignment of US trade mark registration 3375914

Trowers & Hamlins LLP
3 Bunhill Row
London
EC1Y 8YZ
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f +44 (0)20 7423 8001
www.trowers.com

trowers & hamlins

**TRADEMARK
REEL: 006403 FRAME: 0429**

DEED

dated 17 July 2018

Parties

- (1) **Protec Auto Care Limited**, a Private Limited Company incorporated and registered in England and Wales and organized under the laws of England and Wales with company number 02292243 whose registered office is at Regency House, 45-51 Chorley New Road, Bolton BL1 4QR UNITED KINGDOM (**Assignor**).
- (2) **Protec International Limited**, a non-cellular company incorporated and registered in Guernsey and organized under the laws of Guernsey with company number 32891 whose registered office is at PO Box 142, The Beehive, Rohais, St Peter Port, GUERNSEY GY1 3HT (**Assignee**).

Introduction

- (A) The Assignor is the registered proprietor of the Trade Mark particulars of which are set out in Schedule 1 below (**Trade Mark**).
- (B) The Assignor and the Assignee have reached an agreement dated 26 June 2018 (the **Agreement**) to assign the Trade Mark to the Assignee together with the goodwill directly attributable and attaching to and/or associated with the Trade Mark upon the terms below.

Agreed terms

1 Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Trade Mark means the registered trade mark short particulars of which are set out in Schedule 1.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 A reference to **writing** or **written** includes fax but not email.

1.10 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 **Assignment**

2.1 In pursuance of the Agreement the Assignor with full title guarantee HEREBY ASSIGNS to the Assignee the Trade Mark and the full and exclusive benefit of the Trade Mark, together with all rights of action (and to retain any damages recovered), powers and benefits belonging to or accrued to the Trade Mark whether occurring before, on or after the date of this agreement and together with the goodwill directly attributable and attaching to and/or associated with the Trade Mark in the goods and/or services in respect of which the Trade Mark is registered to hold the same unto the Assignee absolutely.

3 **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

4 **Variation**

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

5 **Severance**

5.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

5.2 If any invalid, illegal or unenforceable provision would be valid, legal or enforceable if some part or parts of it were deleted, such provision shall apply with the minimum deletion(s) necessary to make it valid, legal and enforceable.

6 **Counterparts**

6.1 This agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

6.2 Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute one and the same agreement.

7 **Further assurance**

Each Party shall at its own expense do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as the other Parties may from time to time require for the purpose of giving full effect to the provisions of this Deed.

8 **Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

This Deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

Mark	Country	Application or Registration No.
PRO TEC (LOGO)	USA	3375914

Executed as a deed by **Protec Auto Care Limited** acting by its sole director William Thomas Stout



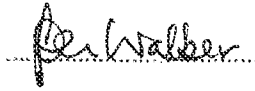
12/07/2018

Director

In the presence of:

JOHN WALKER

witness signature:



Date: 12/07/18

name: JOHN WALKER
address: 4, GRANGE LEA, MIDDLEWICH, CHESTER. CW10 9FA.
occupation: SELF EMPLOYED HEALTH AND SAFETY CONSULTANT.

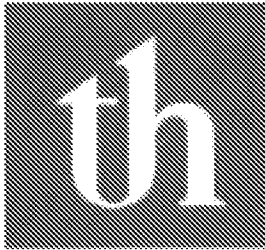
Executed as a deed by)
Protec International Limited)
a company incorporated in Guernsey, acting by)
Parish Corporate Services Limited, a company)
incorporated in Guernsey and director of Protec)
International Limited, which, in accordance with)
the laws of Guernsey, is acting under the authority)
of Protec International Limited.

Signed by: ,
a duly authorised signatory for and on
behalf of Parish Corporate Services Limited
acting in its capacity as a director of Protec
International Limited

Dated

Signed by: ,
a duly authorised signatory for and on
behalf of Parish Corporate Services Limited
acting in its capacity as a director of Protec
International Limited

Dated



dated ~~17~~ July 2018

Protec Auto Care Limited
and
Protec International Limited

Deed of assignment of US trade mark registration 3375914

Trowers & Hamlins LLP
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London
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dated 17 July 2018

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Schedule 1

Mark	Country	Application or Registration No.
PRO TEC (LOGO)	USA	3375914

Executed as a deed by Protec Auto Care Limited acting by its sole director William Thomas Stout

.....
Director

Date:

In the presence of:

witness signature:

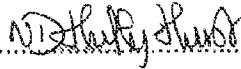
.....

Date:

name:
address:
occupation:

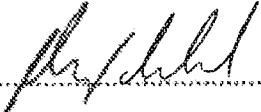
Executed as a deed by Protec International Limited a company incorporated in Guernsey, acting by Parish Corporate Services Limited, a company incorporated in Guernsey and director of Protec International Limited, which, in accordance with the laws of Guernsey, is acting under the authority of Protec International Limited.

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)


.....

Signed by: NATALIE HUTLEY-HURST, a duly authorised signatory for and on behalf of Parish Corporate Services Limited acting in its capacity as a director of Protec International Limited

Dated 17th July 2018


.....

Signed by: PHILIP SIMON, a duly authorised signatory for and on behalf of Parish Corporate Services Limited acting in its capacity as a director of Protec International Limited

Dated 17th July 2018