# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM491757

ASSIGNMENT

**NATURE OF CONVEYANCE:** Asset Transfer Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pullman Ermator AB		09/14/2018	Corporation: SWEDEN

## **RECEIVING PARTY DATA**

Name:	Husqvarna AB
Street Address:	Drottninggatan 2
City:	Huskvarna
State/Country:	SWEDEN
Postal Code:	56182
Entity Type:	Aktiebolag: SWEDEN

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	5203392	PULLMAN-HOLT
Registration Number:	3144824	PULLMAN-HOLT
Registration Number:	0631074	NEVER-CLOG

## **CORRESPONDENCE DATA**

Fax Number: 4048156555

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: 404-815-6500

Email: byates@kilpatricktownsend.com

Barbara Yates, Paralegal **Correspondent Name:** 

Address Line 1: 1100 Peachtree Street, Suite 2800 Address Line 2: c/o Kilpatrick Townsend & Stockton LLP

Address Line 4: Atlanta, GEORGIA 30309-4528

ATTORNEY DOCKET NUMBER:	050590/0390411
NAME OF SUBMITTER:	Barbara Yates
SIGNATURE:	/Barbara Yates/
DATE SIGNED:	09/27/2018

# **Total Attachments: 3**

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## **ASSET TRANSFER AGREEMENT**

This Asset Transfer Agreement (the "Agreement") is made:

Full Legal Name:	Puliman Ermator AB
Company registration number or other applicable eference (e.g. EIN):	556226-2971
furisdiction of Incorporation.	Sweden
Address:	PO Box 7454, SE-103 92 Stockholm
herein referred to as "Seller")	
Full Legal Name:	Husqvarna AB (subi)
Company registration number or other applicable reference (e.g. EIN);	556000-5331
lurisdiction of Incorporation:	Sweden
Registered address:	561 82 Huskvarna
Berein referred to as "Buyer")	
eller and Buyer are jointly referred to as the "Partic	es" and individually as a "Party".
7 7	18 ("Effective Date")

#### WHEREAS:

- A. The Seller is presently the owner of (i) certain intellectual property rights, including the registered intellectual property rights listed in <u>Appendix 1</u> hereto and (ii) certain rights and obligations under contracts, e.g. customer and supplier contracts.
- B. The Seller and the Buyer are both entities within the Husqvarna Group. In order to make the overall Husqvarna Group operations more efficient, the Husqvarna Group has resolved to carry out the transfer set out herein.

#### NOW, IT IS HEREBY AGREED AS FOLLOWS:

## Article 1 Sale and Purchase of the Assets and Liabilities

Subject to the terms and conditions of this Agreement, the Seller hereby sells and the Buyer hereby purchases any and all intellectual property rights (whether registered or non-registered) belonging to the Seller, including but not limited to the registered intellectual property rights listed in <u>Appendix 1</u> hereto, as well as any and all contractual rights and obligations belonging to Seller, with effect as per the Effective Date. The Buyer consequently assumes all rights and obligations pertaining to the such assets and liabilities with effect as per the Effective Date.

#### Article 2 Purchase Price and Terms of Payment

The purchase price for the transfer shall be 1 SEK which shall be paid as per the Effective Date by way of cash payment.

## Article 3 Status of Assets and Liabilities

The Buyer acknowledges and accepts that the assets and liabilities referenced in Article 1 are sold and transferred on an "as-is" basis. The Seller makes no representations or warranties (whether expressed or implied) in relation to the such, other than that the Seller owns the assets free and clear of any and all encumbrances.

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# Article 5 Governing Law

The Agreement shall be governed and construed in accordance with the substantive laws of Sweden, excluding its conflict of law provisions. It is explicitly agreed that the United Nations Convention on the International Sale of Goods shall not apply.

The Agreement has been duly executed in two counterparts, of which each Party has taken one.

Market .
Husqvarps AB (publ)
By: Sian Bolanger
Title: General Counsel
By: My Mul
Name: Magans Exesund
Tiele: Grosp Treasurer

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