

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499160

| | | | |
|---|--|-----------------------|--|
| 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 | | 11/14/2018 | 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: | 1863419 | 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: | Middleton Reutlinger | | |
| Address Line 2: | Suite 2600, 401 S. Fourth Street | | |
| Address Line 4: | Louisville, KENTUCKY 40202 | | |
| NAME OF SUBMITTER: | Julie Gregory Ray | | |
| SIGNATURE: | /Julie Gregory Ray/ | | |
| DATE SIGNED: | 11/21/2018 | | |
| Total Attachments: 6 | | | |
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| source=1863419 Deed of Assignment - Protec Auto Care Limited to Protec International Limited 11-14-2018#page2.tif | | | |

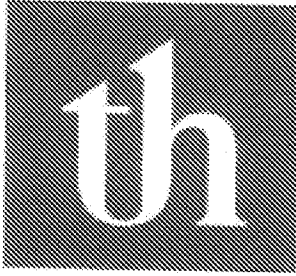
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dated 16 November 2018

Protec Auto Care Limited
and
Protec International Limited

Deed of assignment of trade marks

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TRADEMARK

REEL: 006487 FRAME: 0356

DEED

dated *14 November* 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 proprietor of the registrations of, and the applications to register, the Trade Marks (as defined below) particulars of which are set out in Schedule 1 below.
- (B) The Assignor and the Assignee have reached an agreement dated 26 June 2018 (the **Agreement**) whereby, pursuant to the settlement of a Claim as defined therein, the Assignor has agreed to assign all its right, title and interest anywhere in the world in and to the Trade Marks, together with the goodwill directly attributable and attaching to and/or associated with the Trade Marks, to the Assignee upon the terms below.

Agreed terms

1 Interpretation

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

1.1 Definitions:

Trade Marks means (1) the word PROTEC, and (2) the word PROTEC represented by the adjacent separated verbal elements PRO and TEC and (3) each of the words PRO and TEC and the logo  in combination, in each case together with any and all goodwill in relation thereto, and the registrations and applications to register the same 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 all right, title and interest anywhere in the world in and to the Trade Marks and the full and exclusive benefit of the Trade Marks, including the absolute entitlement to any registered trade marks granted pursuant to the applications to register the Trade Marks and the right to apply for and prosecute any application to register the Trade Marks, together with all rights of action (and to retain any damages recovered), powers and benefits belonging to or accrued to the Trade Marks 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 Marks in the goods and/or services in respect of which the Trade Marks are registered and/or used 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

Registrations and Applications

| Mark | Country | Application/Registration number | Status |
|--|-------------|---------------------------------|-------------|
| PROTEC | EU | 000393637 | Registered |
| PRO  TEC | EU | 000062661 | Registered |
| PROTEC | France | 1583208 | Registered |
| PROTEC | Germany | DE1191121 | Registered |
| PROTEC | Switzerland | 2P-359038 | Registered |
| PRO TEC  | USA Federal | 1863419 | Registered |
| PROTEC | EU | 006358295 | Application |
| PRO TEC  | EU | 006359632 | Application |

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


Date: _____
Director

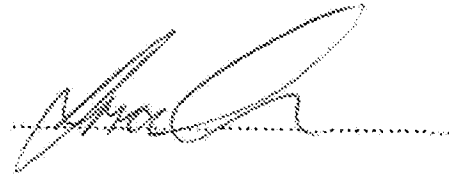
In the presence of:

witness signature:


Date: _____


name: Susan Mary Wishe
address: 25. Cran Street, Portgarden, Buckle, Baffshire ABS6SR
occupation: Retired

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: ARRAN GRISLEY
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 13/11/18



Signed by: NATALIE HULTLEY-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 13/11/18