

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integrated Environmental Solutions Limited		05/29/2018	Limited Liability Company: UNITED KINGDOM
WILLMOTT DIXON RE-THINKING LIMITED	FORMERLY WD Re-Thinking Limited	06/07/2018	Corporation: UNITED KINGDOM
AEC3 UK Limited		03/28/2018	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Building Research Establishment Limited		
Street Address:	Bucknalls Lane, Garston, Watford		
City:	Hertfordshire		
State/Country:	UNITED KINGDOM		
Postal Code:	WD259XX		
Entity Type:	Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4986107	IMPACT	
CORRESPONDENCE DATA			
Fax Number:	6265778800		
<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:	626-795-9900		
Email:	pto@LRRRC.com		
Correspondent Name:	LEWIS ROCA ROTHGERBER CHRISTIE LLP		
Address Line 1:	P.O. BOX 29001		
Address Line 4:	GLENDALE, CALIFORNIA 91209-9001		
ATTORNEY DOCKET NUMBER:	72742/411830-537		
NAME OF SUBMITTER:	David A. Plumley		
SIGNATURE:	/David A. Plumley/		
DATE SIGNED:	11/13/2018		
Total Attachments: 10			

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This Deed is dated 25 March 2018

Parties

- (1) INTEGRATED ENVIRONMENTAL SOLUTIONS LIMITED incorporated and registered in Scotland with company number SC151456 whose registered office is at Kelvin Campus, West Of Scotland Science Park, Maryhill Road, Glasgow, G20 0SP (**Assignor**); and
- (2) WILLMOTT DIXON RE-THINKING LIMITED (formally WD Rethinking Limited incorporated and registered in England and Wales with company number 05088675 whose registered office is at Spirella 2 Icknield Way, Letchworth Garden City, Hertfordshire, SG6 4GY (**Assignor**);
- (3) AEC3 UK Limited incorporated and registered in England and Wales with company number 03484881 whose registered office is at 46 St. Margarets Grove, Great Kingshill, High Wycombe, Bucks, HP15 6HP (**Assignor**);
- (4) BUILDING RESEARCH ESTABLISHMENT LIMITED incorporated and registered in England and Wales with company number 03319324 whose registered office is at Bucknalls Lane, Garston, Watford, Hertfordshire, WD25 9XX (**Assignee**).

BACKGROUND

- (A) The parties collectively own certain registered and unregistered intellectual property rights ~~in~~ in the 'Impact' trademark.
- (B) Each Assignor agrees to assign their share of the Intellectual Property Rights (defined below) in the Trademark (defined below) to the Assignee, with such an agreement made on the understanding that the Assignee will continue to acknowledge and credit each Assignor for their cooperation and input into the collaboration up to the date of this agreement.

Agreed terms

1. Interpretation

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

1.1 Definitions:

Assigned Rights: all rights including all Intellectual Property Rights in the Trademark, whether registered or registered and as exist around the world.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Intellectual Property Rights: rights in copyright and related rights, trademarks and service marks, certification marks, business names, brand names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information

(including know-how and trade secrets) and all other intellectual property rights including moral rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Territory: as described in Schedule 1.

Trademark: the registered Impact Logo Trademark which is registered in a number of different territories as described in Schedule 1.

VAT: value added tax or any equivalent tax chargeable in the UK.

- 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 Schedule forms 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 Schedule.
 - 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 a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
 - 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.
 - 1.11 A reference to writing or written includes fax but not email.
 - 1.12 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 consideration of the sum of £3.00 inclusive of any applicable taxes, paid by the Assignee to each Assignor (receipt of which each Assignor acknowledges), each Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights in the Trademark including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trademark;
- (b) all statutory and common law rights and all goodwill attaching to the Trademark;
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

3. Warranties

3.1 Each party represents and warrants that:

- (a) it is properly registered as the applicant or registered proprietor of the Trademark, and all application, registration, renewal and other fees have been paid;
- (b) it has not given any third party permission to use the Trademark or otherwise licensed or assigned any of the rights under the Trademark to any other third party;
- (c) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (d) it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- (e) as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights other than between the Parties;
- (f) as far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party (other than that of the Assignee).

4. Moral rights

Each Assignor waives and confirms that all relevant authors have waived, absolutely their moral rights arising under Chapter 4 of the Copyright, Designs and Patents Act 1988 which subsist in respect of the subject matter of this agreement and, so far as is legally possible, any broadly equivalent rights each Assignor may have in any territory of the world.

5. Further assurance

5.1 At the Assignee's reasonable expense each Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and

perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:

- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

5.2 Each Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use each 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 this agreement.

5.3 This power of attorney is irrevocable and is given by way of security to secure the performance of each Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of each Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by each Assignor, save with the consent of the Assignee.

5.4 Without prejudice to clause 5.2, the Assignee may, in any way it thinks fit and in the name and on behalf of each Assignor:

- (a) take any action that this agreement requires each Assignor to take;
- (b) exercise any rights which this agreement gives to each Assignor; and
- (c) appoint one or more persons to act as substitute attorney(s) for each Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

5.5 Each Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

6. 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.

7. Entire agreement

7.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

8. Variation

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

9. Severance

9.1 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.

9.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. Counterparts

10.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

10.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

11. Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

12. Notices

12.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

12.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. Governing law

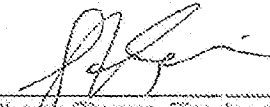
This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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

Executed as a Deed for and on behalf of
Building Research Establishment Limited

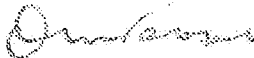


 Shafiq Ghumra, Director of Sustainable
 Products

Date: 07/06/18

In the presence of:

Signature of witness:



Name of witness:

DWAIN ABBE

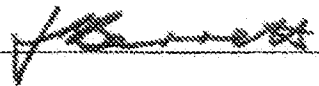
Address of witness:

61E, GUKANALL LANE
WATFORD WD25 9XX

Occupation:

ENVIRONMENTAL SCIENTIST

Executed as a Deed for and on behalf of
WD Re-Thinking Limited

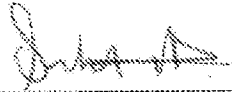


JULIA SACKETT, Director

Date: 28/3/18

In the presence of:

Signature of witness:



Name of witness:

SABAH ABED

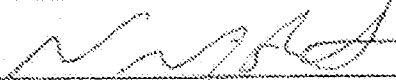
Address of witness:

175 WATERLOO ROAD

Occupation:

Specialty Director HARLOW, HAI 30A

Executed as a Deed for and on behalf of
AEC3 UK Limited



Director

Date: 14 Jun 2018

In the presence of:

Signature of witness:



Name of witness:

DAVID Baniel

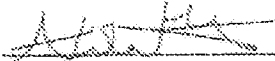
Address of witness:

HIGH RIDGE LYNDALE UNIT CT 215FF

Occupation:

Sub construction manager

Executed as a Deed for and on behalf of
Integrated Environmental Solutions Limited



Craig Wheatley, Director

Date: 28/05/2018

In the presence of:

Signature of witness:

S. Falconer

Name of witness:

Susan Falconer

Address of witness:

Helix Building, WSGP, Glasgow G20 0SP

Occupation:

Director

Schedule 1 Trademark

Territory	Description	Registration Number
USA	Impact Logo	4986107
UK	Impact Logo	2644466
EU	Impact Logo	11720703

Registered asset



