# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM518087

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
nVent Services GmbH		02/07/2019	Gesellschaft Mit Beschränkter Haftung (Gmbh): SWITZERLAND

### **RECEIVING PARTY DATA**

Name:	nVent Solutions (UK) Limited	
Street Address:	3 Rutherford Road; Stephenson Industrial Estate	
City:	Washington	
State/Country:	UNITED KINGDOM	
Postal Code:	NE37 3HX	
Entity Type:	Limited Corporation: UNITED KINGDOM	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	4281873	CAPACISENSE	

## **CORRESPONDENCE DATA**

Fax Number:

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.

414-277-5704 Phone:

Email: tm-dept@quarles.com

**Correspondent Name:** Sue Hoffman

Address Line 1: 411 East Wisconsin Avenue Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Sue Hoffman	
SIGNATURE:	/Sue Hoffman/	
DATE SIGNED:	04/09/2019	

# **Total Attachments: 4**

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> **TRADEMARK** REEL: 006612 FRAME: 0959

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# INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Agreement") is made by and between nVent Services GmbH, Mühlenstrasse 26, Schaffhausen, Schaffhausen 8200, Switzerland ("Assignor"), and nVent Solutions (UK) Limited, 3 Rutherford Road, Stephenson Industrial Estate, Washington, United Kingdom, NE37 3HX ("Assignee"). "Party" shall refer to each of, and the "Parties" shall refer collectively to Assignor and Assignee.

WHEREAS, Assignor manufactures and sells distance, position, and vibration sensor systems and related systems for turbine engines, and provides other related services to customers (the "Business") and in the course of that Business has developed and acquired right, title, and interest in and to certain Intellectual Property;

WHEREAS, Assignee wishes to acquire the Intellectual Property, all current registrations thereof, and the goodwill in connection therewith; and

WHEREAS, the Parties wish to have Assignor assign all of its right, title, and interest in and to the Intellectual Property, all current registrations thereof, and the goodwill associated therewith, to Assignee, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties hereby agree as follows:

- 1. Assignment. Assignor agrees to assign to Assignee all of Assignor's right, title and interest in and to the Intellectual Property, all current applications and registrations related thereto, and the goodwill in connection therewith, as well as all of Assignor's right, title and interest in and to any and all claims and demands it may have, at law or in equity, for past infringement of the Intellectual Property, and agrees to sign any supplementary confirmatory assignments needed to ensure that the Intellectual Property is transferred to Assignee.
- 2. <u>Definition</u>. "Intellectual Property" shall mean all of the following in any jurisdiction throughout the world: the patents listed on <u>Exhibit A</u> and any and all related patents, patent applications, continuations, continuations-in-part, divisions and reissues, and patent disclosures; the trademarks, and trademark registrations therefore, listed on <u>Exhibit B</u> and the goodwill connected with the use of and symbolized by the foregoing; and, other intellectual property rights held by Assignor and arising in connection with the Business, including without limitation copyright and neighboring and related rights, moral rights, business 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, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property 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.
- 3. Ownership of the Intellectual Property. Assignor acknowledges the ownership of the Intellectual Property by Assignee. Assignor is a "related Company" within the meaning of 15 U.S.C. §1127 and Assignor's use of the Intellectual Property pursuant to this Agreement

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inures to the benefit of Assignee. Nothing in this Agreement conveys to Assignor any right, title or interest in or to the Intellectual Property.

- 4. Specific Undertakings. (a) Each Party agrees to execute, without further compensation, any and all documents necessary to effectuate the terms of this Agreement, even if such documents have not been expressly identified herein; (b) Assignor agrees that it will not challenge or attack Assignee's rights in and to the Intellectual Property or the validity of this Agreement; (c) Assignor agrees that it will not take or fail to take any action which, by the taking or failure to take such action, has a result of impairing the rights of Assignee, will not use the Intellectual Property for, on, or in connection with any goods or services, and will not do anything else inconsistent with the rights of Assignce; (d) Assignce agrees that it will not take or fail to take any action which, by the taking or failure to take such action, has a result of impairing the rights of Assignor and will not do anything else inconsistent with the rights of Assignor; (e) Assignce agrees that it will not challenge or attack the validity of this Agreement; and (f) should the need arise, the Parties agree to cooperate with one another to take steps to prevent the possibility of, and to eliminate or minimize any customer confusion arising in the future.
  - 5. Representations and Warranties. Assignor represents and warrants that:
- Assignor is the owner of the patents identified in the attached Exhibit A and of the trademark registrations identified in the attached Exhibit B;
- Assignor has not previously assigned any rights in and to the Intellectual Property, or the registrations thereof:
- Other than the patents and registrations identified in the attached Exhibits A and B. Assignor does not own any registrations or applications in any jurisdiction throughout the world for the Intellectual Property.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day of Monte 2019.

ASSIGNOR:

**NVENT SERVICES GMBH** 

Title:

**NVENT SOLUTIONS (UK) LTD** 

Title:

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#### EXHIBIT A

## PATENT SCHEDULE

Country	App. or Pat. No.	App. Date	Title	
Japan	2012-0105907	07/05/2012	System and Method for Determining Position of Rotating Blades Having Variable Thickness.  System and Method for Determining Position of Rotating Blades Having Variable Thickness.	
European Patent Germany Switzerland Great Britain	12163802.7	11/04/2012		
United States	615372	14/02/1996	Gap Measurement Device,	
Italy Sweden Germany Canada Japan	97903454.3 2244886 529096/97	18/04/1997	Capacitive Gap Measurement Device.	
Great Britain	9815823.1	18/04/1997	Capacitive Gap Measurement Device.	

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# EXHIBIT B

# TRADEMARK SCHEDULE

Country	Trademark	Reg. No.	Reg. Date	Status
China	CAPACISENSE	1122804	10-Apr-2012	Registered
European Union	CAPACISENSE	1122804	10-Apr-2012	Registered
Madrid Protocol	CAPACISENSE	1122804		Registered, Validated
Japan	CAPACISENSE	1122804	10-Apr-2012	
Switzerland	CAPACISENSE	1122804	i	Registered
United States	CAPACISENSE	4,281,873	29-Jan-2013	i

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**RECORDED: 04/09/2019**