

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524105

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 SOLUTIONS (UK) LIMITED		02/08/2019	Limited Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Gadcap Technical Solutions Limited		
Street Address:	3 RUTHERFORD ROAD, STEPHENSON INDUSTRIAL ESTATE		
City:	WASHINGTON		
State/Country:	UNITED KINGDOM		
Postal Code:	NE37 3HX		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4281873	CAPACISENSE	
CORRESPONDENCE DATA			
Fax Number:	4142713552		
<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>			
Email:	tm-dept@quarles.com		
Correspondent Name:	Hillary J. Wucherer		
Address Line 1:	Quarles & Brady LLP - ATTN IP Docket		
Address Line 2:	411 E. Wisconsin Ave., Suite 2350		
Address Line 4:	Milwaukee, WISCONSIN 53202-4426		
ATTORNEY DOCKET NUMBER:	167654.00008		
NAME OF SUBMITTER:	Hillary J. Wucherer		
SIGNATURE:	/Hillary J. Wucherer/		
DATE SIGNED:	05/17/2019		
Total Attachments: 15			
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page1.tif			
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page2.tif			
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page3.tif			
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page4.tif			

CH \$40.00 4281873

source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page5.tif
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page6.tif
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page7.tif
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page8.tif
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page9.tif
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page10.tif
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page11.tif
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page12.tif
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page13.tif
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page14.tif
source=Redacted Executed Deed of IP Assignment CAPACISENSE Trademark#page15.tif

DATED 5 February 2019

INVENT SOLUTIONS (UK) LIMITED

and

GADCAP TECHNICAL SOLUTIONS LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY
RIGHTS



1 St James' Gate, Newcastle upon Tyne, NE2 1YQ
Tel: 0191 244 4444 Fax: 0191 244 4600 DX 61003 Newcastle
Watson Burton LLP is a limited liability partnership, registered in England with registered number OC208103.
A list of members' names is available for inspection at the registered office, 1 St James' Gate Newcastle upon Tyne NE2 1YQ.

CONTENTS

1	DEFINITIONS.....	1
2	ASSIGNMENT.....	2
3	FURTHER ASSURANCE.....	2
4	WAIVER.....	3
5	ENTIRE AGREEMENT.....	3
6	VARIATION.....	3
7	SEVERANCE.....	3
8	COUNTERPARTS.....	3
9	THIRD PARTY RIGHTS.....	4
10	NOTICES.....	4
11	GOVERNING LAW.....	4
12	JURISDICTION.....	4
	Schedule 1 Patents.....	5
	Schedule 2 Trade Mark.....	6

THIS DEED is dated 8 February 2019

BETWEEN:-

- (A) **NVENT SOLUTIONS (UK) LIMITED** whose registered office is at 3 Rutherford Road Stephenson Industrial Estate Washington Tyne & Wear NE37 3HX, UK
- (B) **GADCAP TECHNICAL SOLUTIONS LIMITED** incorporated and registered in England and Wales with company number 11635921 whose registered office is at 3 Rutherford Road, Stephenson Industrial Estate, Washington, United Kingdom, NE37 3HX ("**Assignees**").

BACKGROUND

- (A) The Assignor owns the intellectual property rights in the Patents and the Trade Mark (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee the Patents, the Trade Mark and the Intellectual Property Rights on the terms set out in this agreement.

Agreed terms

1 DEFINITIONS:

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

Assigned Rights means the Patents, the Trade Mark and all other Business Intellectual Property Rights to be sold by the Assignor to the Assignee pursuant to the terms of the Main Agreement.

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

Business Intellectual Property Rights shall have the meaning ascribed to them in the Main Agreement.

Main Agreement means an asset purchase agreement dated on the date of this agreement between nVent Solutions (UK) Limited and the Assignee.

Patents means the patents, short particulars of which are set out in Schedule 1.

Trade Mark means the registered trademark, short particulars of which are set out in Schedule 2.

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 Schedules.

- 1.5 References to clauses and Schedule are to the clauses and Schedule 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 anure 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 it is in force as at the date of this agreement.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.11 A reference to writing or written excludes fax and 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 Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Assigned Rights, including:
 - 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and the Trade Mark;
 - 2.1.2 the goodwill of the business connected with the use of, and symbolized by, the Trade Mark, in all territories where the Trade Mark is or has been used in commerce;
 - 2.1.3 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 FURTHER ASSURANCE

- 3.1 At its own expense the 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:
 - 3.1.1 assisting the Assignee in registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
 - 3.1.2 assisting the Assignee in obtaining, defending and enforcing the Assigned Rights.

4 **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.

5 **ENTIRE AGREEMENT**

- 5.1 This agreement and the Main Agreement constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter. In the event of any conflict between the terms of this agreement and the terms of the Main Agreement, the Main Agreement shall prevail.
- 5.2 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 and the Main 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.

6 **VARIATION**

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

7 **SEVERANCE**

- 7.1 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.
- 7.2 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.

8 **COUNTERPARTS**

- 8.1 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.
- 8.2 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.

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

9 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.

10 NOTICES

10.1 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); or

10.2 Any notice shall be deemed to have been received:

10.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

10.2.2 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; and

10.2.3 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.

11 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.

12 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 DEED has been entered into on the date stated at the beginning of it.

**SCHEDULE 1
PATENTS**


Country or territory	Application or publication number	Date of filing or registration	Description
Japan	2012-0106907	07/05/2012	<p>System and Method for Determining Position of Rotating Blades Having Variable Thickness.</p> <p>A method and apparatus is disclosed for correlating signals generated by a sensor with a position of a plurality of rotating blades to determine turbine blade tip clearance and measurements.</p>
European Patent Germany Switzerland Great Britain	12163802.7	11/04/2012	<p>System and Method for Determining Position of Rotating Blades Having Variable Thickness.</p> <p>Method and apparatus is disclosed for correlating signals generated by a sensor with a position of a plurality of rotating blades. The sensor may be positioned in the housing of a turbine, and may be used to determine a radial clearance between the tips of a plurality of rotating turbine blades during turbine testing and/or operation.</p>

SCHEDULE 2
TRADE MARK

Country/ territory	Mark	Application or registration number	Date protection granted	Class	Specification of goods or services
China	CAPACISENSE	1122804	22-Apr- 2013	Class 9	Distance and vibration sensor system comprising sensors, electronics, computer hardware and software.
European Community	CAPACISENSE	WE00001122804	11-Jun- 2013	Class 9	Distance and vibration sensor system comprising sensors, electronics, computer hardware and software.
Madrid Protocol	CAPACISENSE	1122804	10-Apr- 2012	Class 9	Distance and vibration sensor system comprising sensors, electronics, computer hardware and software.
Japan	CAPACISENSE	1122804	31-Jan- 2013	Class 9	Distance and vibration sensor system comprising sensors, electronics, computer hardware and software.
Switzerland	CAPACISENSE	1122804	03-Oct- 2013	Class 9	Distance and vibration sensor system comprising sensors, electronics, computer hardware and software.
United States	CAPACISENSE	4,261,873	29-Jan- 2013	Class 9	Distance and vibration sensor system comprising sensors, electronics, computer hardware and software.

EXECUTED as a DEED and delivered (but not)
until the date hereof) by NVENT SOLUTIONS)
(UK) LIMITED acting by ~~WILLIAM GIBSON~~ a)
director, in the presence of:-)

Director



Witness Signature



Witness Name STEPHEN GIBSON

Witness Address: 202-190 STANST 43
3440 20VTLSEUM
BELLVA

Witness Occupation: DIRECTOR

EXECUTED as a DEED and delivered (but not)
until the date hereof) by GADCAP TECHNICAL)
SOLUTIONS LIMITED acting by)
....., a director, in the presence)
of:-)

Director

Witness Signature

Witness Name

Witness Address:

Witness Occupation:

EXECUTED as a DEED and delivered (but not)
until the date hereof) by NVENT SOLUTIONS)
(UK) LIMITED acting by, a) Director
director, in the presence of:-)

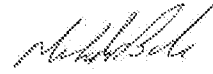
Witness Signature

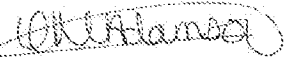
Witness Name

Witness Address:

Witness Occupation:

EXECUTED as a DEED and delivered (but not)
until the date hereof) by GADCAP TECHNICAL)
SOLUTIONS LIMITED acting by) Director
MICHAEL ~~XXXX~~....., a director, in the presence)
of:-)



Witness Signature 

Witness Name KIRSTY ADAMSON

Witness Address: WATSON BURTON LLP
1 ST JAMES' GATE
NEWCASTLE UPON TYNE
NE99 1YQ

Witness Occupation: SOLICITOR

DATED 8 February 2019

INVENT SOLUTIONS (UK) LIMITED

and

GADCAP TECHNICAL SOLUTIONS LTD

ASSET PURCHASE AGREEMENT



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Business Intellectual Property Rights means Intellectual Property Rights, exclusively owned, used or held for use by the Seller or any member of the Seller's Group in, or in connection with, the Business including those listed in Parts 1, 2 and 3 of Schedule 5 and the Domain Names, but excluding those Intellectual Property Rights not used solely and exclusively in the Business.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

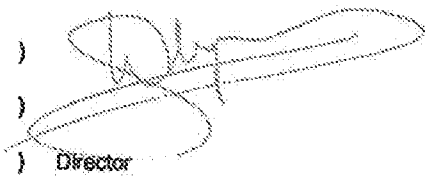
[REDACTED]

[REDACTED]

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, 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.

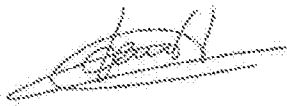
[REDACTED]

EXECUTED as a DEED and delivered (but not)
until the date hereof) by NVENT SOLUTIONS)
(UK) LIMITED acting by WILLEM, a director,)
in the presence of:- GHEYSSENS)



) Director

Witness Signature



Witness Name

SYLVAIN LEHAENS

Witness Address:

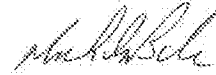
DORMAEL STRAAT 49
3440 ZOOTLEEUW
BELGIUM

Witness Occupation:

EMPLOYEE

EXECUTED as a DEED and delivered (but not)
until the date hereof) by GADCAP TECHNICAL)
SOLUTIONS LIMITED acting)

by MICHAEL BAKER, a director, in the) Director
presence of:-)



Witness Signature



Witness Name KIRSTY ADAMSON

Witness Address: WATSON BURTON LLP
1 ST JAMES' GATE
NEWCASTLE UPON TYNE
NE99 1YQ

Witness Occupation: SOLICITOR