

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527073

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C-MAC Automotive Holding Limited		11/08/2018	Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	C-MAC Holding NV		
Street Address:	Industriëlestraat 4		
City:	Ronse		
State/Country:	BELGIUM		
Postal Code:	9600		
Entity Type:	Public Limited Company: BELGIUM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4543761	C-MAC	
CORRESPONDENCE DATA			
Fax Number:	2028611783		
<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:	202-861-1500		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	Mark H. Tidman		
Address Line 1:	1050 Connecticut Avenue, NW		
Address Line 2:	Washington Square, Suite 1100		
Address Line 4:	Washington, D.C. 20036-5403		
ATTORNEY DOCKET NUMBER:	041627.020001		
NAME OF SUBMITTER:	Mark H. Tidman		
SIGNATURE:	/Mark H. Tidman/		
DATE SIGNED:	06/10/2019		
Total Attachments: 4			
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CH \$40.00 4543761

ASSIGNMENT OF TRADE MARKS

This Assignment is dated the ... **8th** ... day of November 2018









PARTIES

- (1) **C-MAC AUTOMOTIVE HOLDING LIMITED**, incorporated and registered in England and Wales with company number 08490756 with its registered office at 3rd Floor 1 Ashley Road, Altrincham, Cheshire, WA14 2DT, United Kingdom (the "Assignor"); and
- (2) **C-MAC HOLDING NV**, incorporated and registered in Belgium with company number 0666.647.742 with its registered office at Industriëlestraat 4, 9600 Ronse, Belgium (the "Assignee").

BACKGROUND

The Assignor is the registered proprietor of the Trade Marks set out in the table below (hereinafter "Trade Marks"). The Assignor has agreed to assign the Trade Marks to the Assignee on the terms below.

Trade Marks

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Classes
	Benelux	0847299	1995-04-27	579467	1996-07-01	07,09
	Canada	0856898	1997-09-24	TMA517169	1999-09-28	01
C-MAC	Canada	0856896	1997-09-24	TMA517141	1999-09-28	01
	European Union	5436118	2006-10-20	5436118	2008-04-22	09,41,42
C-MAC	European Union	15792245	2016-08-30	15792245	2017-04-07	07,09,11,17,37,40,41,42
	Germany	395179548	1995-04-27	39517954	1996-04-18	09
	United Kingdom	1589741	1994-10-28	1589741	2001-07-13	09
						
						
						
(Series of Four Marks)						
C-MAC	United States	85167544	2010-11-02	4543761	2014-06-03	07, 09, 11, 17, 40, 42



OPERATIVE PROVISIONS

1. In consideration of the sum of £10 (receipt and sufficiency whereof is hereby acknowledged), the Assignor **HEREBY IRREVOCABLY CONVEYS, SELLS, TRANSFERS AND ASSIGNS** unto the Assignee with full title guarantee ALL THAT the Assignor's full rights, title and interest in:
 - (a) the Trade Marks;
 - (b) all rights relating or attaching to the Trade Marks including all copyrights, rights in the nature of copyright, and the right to apply for registration in respect of any of the foregoing in all countries of the world for the full term or terms thereof including any renewals, extensions or continuations and the right to claim priority;
 - (c) all rights of action belonging to the Trade Marks whether vested or contingent or pending or accrued;
 - (d) all goodwill attaching to, or comprised within, the Trade Marks; and
 - (e) the right to bring legal proceedings for, and/or sue and recover, damages and other compensation and remedies in respect of any past, present or future infringements of the Trade Marks, and the right to entirely stand in the place of the Assignor in all matters related to the Trade Marks.

TO HOLD the same unto the Assignee absolutely.

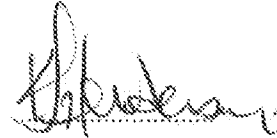
2. The Assignor hereby agrees and undertakes that it shall:
 - (a) do or procure to be done all such further acts and deeds and execute or procure to be executed all such further documents the Assignee may from time to time require in order to give to the Assignee the full benefit of this Assignment and to fully vest in the Assignee the full right title and interest in the Trade Marks; and
 - (b) provide the Assignee all reasonable assistance (at the Assignee's cost) with any proceedings which may be brought by or against the Assignee or by any third party relating to the Trade Marks.
3. The Assignor hereby appoints the Assignee to be its attorney in order to execute, do all such acts and deeds, and execute all such further documents and instruments as the Assignee may in its absolute discretion deem necessary or desirable in order to give full effect to the Assignment herein set out and the Assignor hereby agrees, ratifies and confirms all such further acts, deeds, documents and instruments which the Assignee may do or execute pursuant to such appointment.
4. The rights and obligations in this Assignment are personal to the parties and may only be assigned with the prior written consent of the other party, such consent to be provided in a timely manner and not to be unreasonably withheld.
5. This Assignment constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes all prior oral or written agreements, representations, understandings or arrangements between the parties relating to its subject matter. Any amendment to this Assignment must be made in writing and signed by the duly authorised representatives of each party.

6. Any failure or delay of any party to exercise any rights or powers (or part thereof) under this Assignment shall not be deemed to be a waiver of those or any other rights, unless expressly so agreed in writing by such party.
7. This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties hereby irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to hear and determine any such dispute or claim.
8. This Assignment may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

IN WITNESS whereof the parties have signed this document by their duly authorised representatives the day and the year set out at the head of this Assignment.

Signed by KENNETH HENDERSON

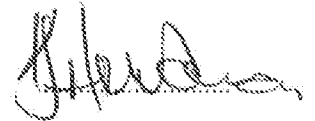
for and on behalf of **C-MAC AUTOMOTIVE
HOLDING LIMITED**



Director

Signed by KENNETH HENDERSON

for and on behalf of **C-MAC HOLDING NV**



Chief Executive
Officer

