

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ceradyne, Inc., a wholly owned subsidiary of 3M Company		01/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Avon Rubber p.l.c.		
Street Address:	Hampton Park West, Semington Road		
City:	Melksham, Wiltshire		
State/Country:	UNITED KINGDOM		
Postal Code:	SN126NB		
Entity Type:	Public Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76024700	DEFENDER	
Serial Number:	75464466	PRO-POLICE	
CORRESPONDENCE DATA			
Fax Number:	6167421010		
<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:	6167423500		
Email:	trademarks@mcgarrybair.com		
Correspondent Name:	Joel E. Bair		
Address Line 1:	45 Ottawa Ave. SW		
Address Line 2:	McGarry Bair PC, Suite 700		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
NAME OF SUBMITTER:	Joel E. Bair		
SIGNATURE:	/Joel E. Bair/		
DATE SIGNED:	02/06/2020		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of January 2, 2020 is entered into by and between Ceradyne, Inc., a Delaware corporation and wholly-owned subsidiary of 3M Company (“Assignor”), and Avon Rubber p.l.c., a public limited company incorporated in England and Wales with registration number 00032965 and registered office at Hampton Park West, Semington Road, Melksham, Wiltshire, SN12 6NB (“Assignee” and, together with Assignor, the “Parties” and each individually, a “Party”).

RECITALS

WHEREAS, Assignee (as “Buyer”) and 3M Company (“Seller”) are parties to that certain Asset Purchase Agreement, dated as of August 6, 2019 (the “APA”), pursuant to which Seller has agreed to sell and transfer, and cause Assignor to sell and transfer, to Assignee, and Assignee has agreed to purchase and assume from Assignor the Transferred Assets upon the terms and subject to the conditions set forth in the APA;

WHEREAS, this Agreement is an Ancillary Agreement pursuant to the APA;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing; and

WHEREAS, pursuant to the APA, Assignee has agreed to purchase and accept and Assignor has agreed to sell, transfer, convey and assign to Assignee all of Assignor’s right, title and interest in and to the Trademarks identified in Appendix A hereto (the “Transferred Trademarks”).

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby sell, transfer, convey and assign unto Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor’s entire worldwide right, title and interest in, to and under the Transferred Trademarks, including, without limitation, (a) the goodwill of the business associated with the Transferred Trademarks; (b) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, misappropriations, or other violations of the Transferred Trademarks, including without limitation the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and obtain equitable relief, all said rights to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the term for the Transferred Trademarks as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

2. No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE APA, NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN BY ASSIGNOR WITH RESPECT TO

ANY TRANSFERRED PATENTS REGARDING THE VALIDITY, REGISTRABILITY, TITLE, SCOPE, ENFORCEABILITY OR NON-INFRINGEMENT OF ANY TRADEMARKS SUBJECT TO THIS AGREEMENT.

3. **Further Assurances.** Assignor shall execute and deliver such additional documents, instruments, conveyances and assurances, prepared by Assignee at Assignee's expense, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, including the recordation of this Agreement and perfection of Assignee's interest in and to the Transferred Trademarks in any jurisdiction worldwide.

4. **Due Authorization.** Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any other official of any applicable governmental authority to record Assignee as the assignee and owner of the Transferred Trademarks, and to issue any and all registrations from any and all applications for registration included in the Transferred Trademarks in and to the name of Assignor.

5. **General Provisions; Incorporation of Certain Sections of the APA.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the APA. This Agreement is being delivered pursuant to the APA, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the APA. This Agreement, Appendix A hereto, the APA, and, to the extent applicable, the Ancillary Agreements, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a direct and irresolvable conflict between the provisions of this Agreement and the provisions of the APA, the provisions of the APA shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

6. **Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than those of the State of Delaware. Each of the Parties consents to submit itself to the exclusive jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in Wilmington, Delaware in any Legal

Proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement.

7. Counterparts. This Agreement may be executed in facsimile or pdf and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ASSIGNOR

CERADYNE, INC.

By: Robert Kody

Name: Robert Kody

Title: President

ASSIGNEE

Avon Rubber p.l.c.

By: _____

Name:

Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ASSIGNOR

CERADYNE, INC.


By: _____

Name:

Title:

ASSIGNEE

Avon Rubber p.l.c.

By:  _____

Name: Miles Ingrey-Counter

Title: General Counsel and Company Secretary

APPENDIX A

TRANSFERRED TRADEMARKS

Trademark Name	Country	Application#	Registration#	Registration Date YYYY-MM-DD)
CERADYNE	Australia		1101186	2011-09-21
CERADYNE	Brazil	830936181	830936181	2016-08-30
CERADYNE	Canada	1518590	845858	2013-03-12
CERADYNE	Switzerland		1101186	2011-09-21
CERADYNE	China	4695359	4695359	2008-10-21
CERADYNE	China		1101186	2011-09-21
CERADYNE	Germany	C 34119	1116245	1988-01-07
CERADYNE	European Union		1101186	2011-09-21
CERADYNE	Japan		1101186	2011-09-21
CERADYNE	South Korea / Republic of Korea		1101186	2011-09-21
CERADYNE	Norway		1101186	2011-09-21
CERADYNE	Russian Federation		1101186	2011-09-21
CERADYNE	Singapore		1101186	2011-09-21
CERADYNE	Turkey		1101186	2011-09-21
CERADYNE	Taiwan	102010773	1626400	2014-02-01

Trademark Name	Country	Application#	Registration#	Registration Date YYYY-MM-DD)
CERADYNE	International Procedure		1101186	2011-09-21
DEFENDER	Germany		1033113	2010-02-09
DEFENDER	United Kingdom		1033113	2010-02-09
DEFENDER	United States	76/024700	2583321	2002-06-18
DEFENDER	International Procedure		1033113	2010-02-09
DESIGN (SUPERHERO IN CIRCULAR TRIANGLE)	Caribbean Netherlands		1038724	2010-04-19
DESIGN (SUPERHERO IN CIRCULAR TRIANGLE)	Curacao		1038724	2010-04-19
DESIGN (SUPERHERO IN CIRCULAR TRIANGLE)	Germany		1038724	2010-04-19
DESIGN (SUPERHERO IN CIRCULAR TRIANGLE)	United Kingdom		1038724	2010-04-19
DESIGN (SUPERHERO IN CIRCULAR TRIANGLE)	Israel	235538	235538	2012-03-05
DESIGN (SUPERHERO IN CIRCULAR TRIANGLE)	Sint Maarten		1038724	2010-04-19

Trademark Name	Country	Application#	Registration#	Registration Date YYYY-MM-DD)
DESIGN (SUPERHERO IN CIRCULAR TRIANGLE)	International Procedure		1038724	2010-04-19
PRO-POLICE	United States	75/464466	2470819	2001-07-24
SEAMLESS BALLISTIC AND DESIGN	Israel	229547	229547	2011-05-17
SEAMLESS BALLISTIC AND DESIGN	Mexico	1093226	1222147	2011-06-14
SEAMLESS BALLISTIC AND DESIGN (COLOR)	European Union		1039071	2010-05-03
SEAMLESS BALLISTIC AND DESIGN (COLOR)	South Korea / Republic of Korea		1039071	2010-05-03
SEAMLESS BALLISTIC AND DESIGN (COLOR)	Singapore		1039071	2010-05-03
SEAMLESS BALLISTIC AND DESIGN (COLOR)	Turkey		1039071	2010-05-03
SEAMLESS BALLISTIC AND DESIGN (COLOR)	International Procedure		1039071	2010-05-03