

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPX International Limited		02/01/2020	Limited Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Power & Energy International Limited		
Street Address:	Eversheds House, 70 Great Bridgewater Street		
City:	Manchester		
State/Country:	D.C.		
Postal Code:	M1 5ES		
Entity Type:	Limited Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3466343	MAGMO	
Registration Number:	3009142	ROTALOCK	
Registration Number:	5225735	AIRPEL	
Registration Number:	3462034	GD ENGINEERING	
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, skim@bakerlaw.com		
Correspondent Name:	Kenneth J. Sheehan		
Address Line 1:	1050 Connecticut Avenue, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20036		
DOMESTIC REPRESENTATIVE			
Name:	Kenneth J. Sheehan		
Address Line 1:	1050 Connecticut Avenue, NW		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Kenneth J. Sheehan		

CH \$115.00 3466343

SIGNATURE:	/Kenneth J. Sheehan/
DATE SIGNED:	03/12/2020
Total Attachments: 9 source=9. IP Assignment Agreement#page1.tif source=9. IP Assignment Agreement#page2.tif source=9. IP Assignment Agreement#page3.tif source=9. IP Assignment Agreement#page4.tif source=9. IP Assignment Agreement#page5.tif source=9. IP Assignment Agreement#page6.tif source=9. IP Assignment Agreement#page7.tif source=9. IP Assignment Agreement#page8.tif source=9. IP Assignment Agreement#page9.tif	

Dated: 1 February 2020

- (1) SPX International Limited
 - (2) Power & Energy International Limited
-

Assignment of intellectual property rights

relating to the SV Plenty business carried on by SPX International Limited

CONTENTS

Clause		Page
1	DEFINITIONS AND INTERPRETATION.....	1
2	TRADE MARKS.....	2
3	ENTIRE AGREEMENT.....	3
4	NO WAIVER.....	3
5	SEVERANCE.....	3
6	VARIATION.....	3
7	NO PARTNERSHIP OR AGENCY.....	3
8	COUNTERPARTS/DUPPLICATES.....	3
9	RIGHTS OF THIRD PARTIES.....	4
10	GOVERNING LAW.....	4
11	JURISDICTION.....	4
Schedules		
1	PART 1 - The Registered Trade Marks.....	5
	PART 2 - The Trade Mark Applications.....	6

THIS DEED is made on 1 February 2020

BETWEEN

- (1) SPX International Limited (registered number 00517486) whose registered office is at Eversheds Sutherland (International) LLP, Bridgewater Place, Water Lane, Leeds, LS11 5DR (the "Assignor"); and
- (2) Power & Energy International Limited (registered number 12297075) whose registered office is at Eversheds House, 70 Great Bridgewater Street, Manchester, United Kingdom, M1 5ES (the "Assignee").

BACKGROUND

- (A) The Assignor is the registered proprietor of the Registered Trade Marks and the Trade Mark Applications.
- (B) The Assignor has agreed to assign to the Assignee the Trade Marks on the terms and conditions of this Agreement.

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1 the following words and expressions have the following meanings unless the context otherwise requires:

"Business"	shall have the meaning given to it in the Business Transfer Agreement
"Business Day"	a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
"Business Transfer Agreement"	the agreement for the sale and purchase of the SV Plenty business carried on by SPX International Limited dated 1 February 2020 between SPX International Limited and Power & Energy International Limited
"Goodwill"	shall have the meaning given to it in the Business Transfer Agreement
"Registered Trade Marks"	the trade marks particulars of which are contained in Part 1 of Schedule 1
"Trade Marks"	the Registered Trade Marks and the trade marks the subject of the Trade Mark Applications
"Trade Mark Applications"	the applications for the registration of trade marks particulars of which are contained in Part 2 of Schedule 1
"Transfer Date"	23:59 on 1 February 2020

- 1.2 references to the background section, clauses and Schedules are to the background section and clauses of and schedules to this Agreement;
- 1.3 the Schedules form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement will include the Schedules;

- 1.4 the background section and all headings are for ease of reference only and will not affect the construction or interpretation of this Agreement;
- 1.5 unless the context otherwise requires:
- 1.5.1 references to the singular include the plural and vice versa and references to any gender include every gender;
- 1.5.2 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.6 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.7 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.8 the rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.9 references to "in writing" or "written" include facsimile and e-mail but not other methods of electronic messaging;
- 1.10 an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party.

2. TRADE MARKS

- 2.1 For the consideration set out in the Business Transfer Agreement, and in connection with the transfer of the Business and Goodwill as set forth in the Business Transfer Agreement, the Assignor assigns to the Assignee absolutely and with full title guarantee:
- 2.1.1 the Registered Trade Marks and the full and exclusive benefit of each of them, including all statutory and common law rights and the right to sue for past infringements and to retain any damages or other benefit obtained as a result of such action; and
- 2.1.2 the Trade Mark Applications and the full and exclusive benefit of each of them, including all statutory and common law rights and the right to sue for past infringements and to retain any damages or other benefit obtained as a result of such action.
- 2.2 The Assignor will at its own cost:
- 2.2.1 execute all such documents and do all such acts and things; and
- 2.2.2 use reasonable endeavours to procure that all relevant third parties execute all such documents and do all such acts and things

as the Assignee may request from time to time in order to give full effect to the provisions of this Agreement (including the rights given under it), including vesting fully in the Assignee the full right, title and interest in the Trade Marks.

2.3 The Assignee acknowledges and agrees that Assignor does not give any representation, warranty, indemnity or guarantee, express or implied, statutory or otherwise, in respect of any of the Trade Marks (other than as expressly set out in the Business Transfer Agreement) and all representations, warranties, indemnities or guarantees are excluded from this agreement save to the extent that such exclusion is prohibited by law.

3. ENTIRE AGREEMENT

3.1 This Agreement together with the Business Transfer Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or arrangement, in respect of its subject matter and:

3.1.1 neither party has entered into this Agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in this Agreement;

3.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this Agreement and which is expressly set out in this Agreement will be for breach of contract; and

3.1.3 nothing in this **clause 3** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

4. NO WAIVER

A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

5. SEVERANCE

5.1 If any term of this Agreement is found by any court or body of authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

6. VARIATION

No variation to this Agreement will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.

7. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement and no action taken by the parties in connection with it will create a partnership or joint venture or relationship of employer and employee between the parties or [save as expressly provided otherwise in this Agreement,] give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

8. COUNTERPARTS/DUPPLICATES

This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.

9. **RIGHTS OF THIRD PARTIES**

The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

10. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

11. **JURISDICTION**

11.1 The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

11.2 Each party waives any objection to, and agrees to submit to, the jurisdiction of the courts of England and Wales. Each party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of any other jurisdiction.

This Agreement is executed as a deed and delivered on the date stated at the beginning of this document.

SCHEDULE 1

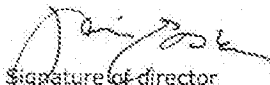
PART 1 - The Registered Trade Marks

Country	Mark	Number	Date	Class
Great Britain	PAFIC	787106	07/03/2007	11
Great Britain	FILMET	872390	08/08/1972	11
Great Britain	TRIRO	911655	15/07/2008	7
Great Britain	MIRRLEES	1083403	17/09/2008	7
European Trademark	AIRPEL	004974747	22/09/1999	7,9,11
Great Britain	MAGMO	996564	14/06/2015	7
United States	MAGMO	3466343	08/08/2016	7
European Trademark	MAGMO	006390454	15/11/2004	7,9,37
European Trademark	SEAGUARD	000791566	07/03/2005	11,37
China P.R.	AIRPEL	13465252	27/11/2003	7
South Korea	AIRPEL	401194986	07/03/2007	11
European Trademark	ROTALOCK	003082385	07/03/2007	6
Mexico	GD ENGINEERING	871528	27/09/1996	7
Mexico	GD ENGINEERING	815633	25/10/2005	9
European Trademark	GD ENGINEERING	004974911	14/06/2015	7,9,11
European Trademark	PIGALERT	004974846	08/08/2016	7,9,11
Great Britain	BANDLOCK	1589242	15/11/2004	6
United States	ROTALOCK	3009142	07/03/2005	6
India	GD ENGINEERING	2179090	22/07/2011	9
China P.R.	GD ENGINEERING	7096216	14/10/2010	9
China P.R.	GD ENGINEERING	7096256	14/07/2010	6
United States	GD ENGINEERING	3462034	08/07/2008	6,9,37
Great Britain	AIRPEL	669113	01/05/1948	7
United States	AIRPEL	5225735	20/06/2017	7
India	AIRPEL	3012872	17/07/2015	7

PART 2 - The Trade Mark Applications

Country	Mark	Number	Date	Class
Brazil	GD ENGINEERING	903678640	26/05/2011	6

Executed as a deed by)
SPX INTERNATIONAL)
LIMITED acting by one)
director in the presence of:)


Signature of director

Witness Signature: *Lydia H. Myrick*

Witness Name: *Lydia H. Myrick*

Witness Address: *13320 Ballantyne Corporate Place, Charlotte, NC*

Executed as a deed by)
POWER & ENERGY)
INTERNATIONAL LIMITED)
acting by one director in the)
presence of:)


Signature of director

Witness Signature: *Lydia H. Myrick*

Witness Name: *Lydia H. Myrick*

Witness Address: *13320 Ballantyne Corp Place, Charlotte, NC*