

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BTG International Inc.		07/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BTG International Limited		
Street Address:	5 Fleet Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M7RD		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5386922	ONCOVERSE	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	3105513450		
Email:	efiling@knobbe.com		
Correspondent Name:	Jonathan A. Hyman		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	JONATHAN A. HYMAN		
SIGNATURE:	/jhh/		
DATE SIGNED:	08/07/2020		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (“Assignment”) effective as of July 2, 2020, is made by BTG International Inc., a Delaware corporation (“Assignor”), and BTG International Limited, a UK private limited company with a registered number 02664412 (“Assignee”).

Background

WHEREAS, pursuant to a plan to restructure the operations of Assignor and consolidate the ownership of certain intellectual property rights under Assignee, Assignor desires to assign and transfer to Assignee all of Assignor’s right, title and interest in and to such intellectual property rights in accordance with the provisions set forth herein;

NOW, THEREFORE, in consideration of and subject to each of the covenants, terms and conditions hereinafter set forth, Assignor and Assignee hereby agree as follows:

ARTICLE I – DEFINITIONS.

Section 1.1 “Intellectual Property Rights” means any intellectual and industrial property rights of any type or nature in any jurisdiction throughout the world, including without limitation:

- (a) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, together with the invention(s) disclosed therein, including all issuances, reissues, extensions, reexaminations, renewals, divisions, substitutions, continuations or continuations-in-part of such patents, all patents which claim priority to said patents and all associated rights, including the right to claim priority, under the International Convention;
- (b) rights in trademarks, service marks, trade names, trade dress, domain names and other designators of origin, including any registrations and applications for any of the foregoing, together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (c) rights in copyrightable subject matter or protectable designs, including, but not limited to, copyrights and copyright registrations and applications;
- (d) trade secrets, know-how, formulae, methods, techniques, and processes;
- (e) computer programs or data in computerized form, whether in object code, source code or other form; and
- (f) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise, whether or not registered or registrable and including all applications (or rights to apply) for and renewals and extensions of such rights.

Section 1.2 “Assignor Intellectual Property” means Assignor’s entire right, title and interest in and to the Intellectual Property Rights listed on Schedule A attached hereto.

ARTICLE II– ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

Section 2.1 Assignment. Assignor hereby assigns, transfers and conveys to Assignee:

(a) all its right, title and interest in and to the Assignor Intellectual Property;
and

(b) all benefits, privileges, causes of action, common law rights, and remedies relating to the foregoing throughout the world, including, without limitation, all of Assignor’s rights to: (i) apply for and maintain all registrations, renewals and/or extensions thereof (including the right to amend and abandon, to file for new intangibles, and to claim priority rights thereto), (ii) bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) for past, present and future infringement or other violation thereof, and (iii) grant licenses or other interests therein.

Section 2.2 Recordation and Cooperation in Transfer. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and any officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this Assignment. Assignor hereby covenants and agrees to cooperate with Assignee in order to effect the purposes of this Assignment. Such cooperation shall include prompt execution of all papers deemed necessary or desirable by Assignee to perfect its right, title and interest in and to the Assignor Intellectual Property. Any such papers shall be prepared, executed and filed at Assignee’s expense.

ARTICLE III– MISCELLANEOUS.

Section 3.1 Representations and Warranties. Assignor makes no representations or warranties concerning the rights transferred under this Assignment.

Section 3.2 Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon the Assignor, its successors, assigns and/or other legal representatives.

Section 3.3 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument effective as of the date first written above.

BTG International, Inc.

By: 

Jonathan R. Monson

Vice President and Corporate Controller

Accepted and agreed:

BTG International Limited

By: 

Vance R. Brown

Director

Schedule A

Trademarks and Trademark Applications

Mark Country	Application No.	Application Date	Registration No.	Registration Date
ONCOVERSE Canada	1706572	12/10/2014		
ONCOVERSE China	IR1263011	12/8/2014	IR1263011	12/8/2014
ONCOVERSE European Union	IR1263011	12/8/52014	IR1263011	7/5/2016
ONCOVERSE India	IR1263011	12/8/52014	IR1263011	1/13/2017
ONCOVERSE Japan	IR1263011	12/8/52014	IR1263011	10/27/2016
ONCOVERSE US	86324599	6/30/2014	5386922	1/23/2018
ONCOVERSE Madrid Protocol	IR1263011	12/8/52014	IR1263011	12/8/2014