

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E&I Engineering USA Corporation		09/25/2020	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	E&I Engineering Ireland, Ltd.		
Street Address:	R239, Ballyderowen, Burnfoot,		
City:	Co. Donegal		
State/Country:	IRELAND		
Entity Type:	Limited Corporation: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6147703	POWERBAR PB	
CORRESPONDENCE DATA			
Fax Number:	8437222266		
<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:	843-720-4506		
Email:	chsip@hsblawfirm.com		
Correspondent Name:	Haynsworth Sinkler Boyd P.A.		
Address Line 1:	134 Meeting Street, Third Floor		
Address Line 4:	Charleston, SOUTH CAROLINA 29401		
NAME OF SUBMITTER:	Jeffrey T. Stover		
SIGNATURE:	/Jeffrey T. Stover/		
DATE SIGNED:	09/29/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of September 25, 2020 (the "*Effective Date*"), is made by and between E&I Engineering USA Corporation, a South Carolina corporation having an address of 400 Supreme Industrial Drive, Anderson, SC 29621 ("Assignor"), in favor of E&I Engineering Ireland, Ltd., a foreign entity ("Assignee") and affiliate of Assignor.

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignee, among potentially other assets, certain intellectual property of Assignor and agrees to execute and deliver this Trademark Assignment to memorialize this assignment and for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule I hereto (if any), the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertains and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's

reasonable request and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of South Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction).

Assignor has duly executed and delivered this Trademark Assignment as of the date reflected above.

ASSIGNOR SIGNATURE

E&I Engineering USA Corporation

By: 

Name: Michael Harkin

Title: President

ASSIGNEE SIGNATURE

E&I Engineering Ireland, Ltd.

By: 

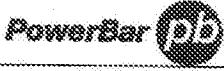
Name: Helen Canny

Title: Business Development Manager

AGREED TO AND ACCEPTED:

SCHEDULE 1

Assigned Trademarks

<u>No.</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Application Serial No.</u>	<u>Status</u>	<u>Filing Jurisdiction</u>	<u>Filing Date</u>	<u>Reg. Date</u>
1	PowerBar PB logo 	6147703	87217398	Live	US	Oct. 27, 2016	Sept. 8, 2020