

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edwards Limited		08/27/2020	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Edwards Vacuum LLC		
Street Address:	6416 Inducon Drive West		
City:	Sanborn		
State/Country:	NEW YORK		
Postal Code:	14132		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3805826	STOKES	
CORRESPONDENCE DATA			
Fax Number:	6123343312		
<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:	6123343222		
Email:	cnelson@wck.com		
Correspondent Name:	Theodore M. Magee		
Address Line 1:	121 South Eighth Street, Suite 1100		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	TM1947/001-US-2		
NAME OF SUBMITTER:	Christine N. Nelson		
SIGNATURE:	/Christine N. Nelson/		
DATE SIGNED:	10/30/2020		
Total Attachments: 4			
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OP \$40.00 3805826

ASSIGNMENT

EDWARDS LIMITED

and

EDWARDS VACUUM LLC

This Agreement is made on the 27 day of Aug 2020

BETWEEN

1. **EDWARDS LIMITED**, a company duly incorporated in the United Kingdom (Company registered number 06124750), whose registered office is at Innovation Drive, Burgess Hill, West Sussex, RH15 9TW, England (the "Assignor")

AND

2. **EDWARDS VACUUM LLC**, a company duly incorporated in Delaware, USA (Company registered number 409376), whose registered office is at 6416 Inducon Drive, Sanborn, NY 14132, USA (the "Assignee")

The Assignor and the Assignee each referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHEREAS

- A. The Assignor and the Assignee are affiliates and are both members of the Vacuum Technique Business Area of the Atlas Copco group ("VT").
- B. The Assignor is the owner of the trade mark registrations identified in Schedule 1 (the "Trade Marks").
- C. In line with VT's internal policies, the Parties have agreed that the Trade Marks would be transferred to the sole ownership of the Assignee. The Parties are therefore entering into this Agreement to assign the Trade Marks and all associated right to the Assignee and to ensure that the full legal and beneficial title and rights in or to the Trade Marks and such associated rights vest in the Assignee.

IN CONSIDERATION of the mutual promises in this Agreement and the sum of one pound (£1) paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the Parties **HEREBY AGREE** as follows:

1. **ASSIGNMENT**

- 1.1. The Assignor hereby assigns to the Assignee, with full title guarantee, all right, title and interest in and to the Trade Marks, including, without limitation:
 - 1.1.1. all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
 - 1.1.2. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

2. **FURTHER ASSURANCE**

The Assignor shall provide such assistance and shall execute such documents as the Assignee may reasonably require to give effect to this Agreement and to ensure that the full title to the Trade Marks and the rights assigned, transferred and granted under this Agreement are vested in the Assignee, including, but not limited to executing any separate confirmatory assignment documents and obtaining any necessary notarisations and/or legalisation, if requested to do so.

3

NOTICES

Any notice to be given under this Agreement shall be given in writing and delivered personally, by first class prepaid letter or pre-paid airmail and sent to the address set out at the beginning of this Agreement for the Party or such other address as a Party may notify to the other Party in writing from time to time. Any such notice shall be deemed to have been received in the case of deliveries by hand, at the time of delivery and in the case of first class post, 48 hours after posting or in the case of pre-paid airmail, 5 business days after posting. For the avoidance of doubt, notice given under this Agreement shall not be validly served if sent by email.

4

ENTIRE AGREEMENT

Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in this Agreement. Nothing in this Clause shall limit or exclude any liability for death or personal injury or for fraud.

5

COSTS

Each Party shall bear its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Agreement and any documents referred to in it.

6

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same document.

7

GOVERNING LAW

7.1

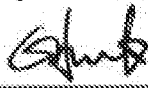
This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

7.2

The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).


IN WITNESS WHEREOF the Parties have executed this Agreement on the date written above

SIGNED by GARY HARTE
duly authorised for
and on behalf of
EDWARDS LIMITED



GARY HARTE (Name)
DIRECTOR (Title)

SIGNED by **EDWARDS VACUUM
LLC** acting by its attorney Kate
Rawlins, appointed under a power
of attorney dated 14 October 2019



Kate Rawlins (Name)
Head of IP (Title)

SCHEDULE
The Trade Marks

VT Ref	Territory	Mark	Number	Status
TM1947/001-GB-1	GB	STOKES	2518094	Registered
TM1947/001-US-2	US	STOKES	3805826	Registered