

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641758

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900610051		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANDRITZ POWERLASE LIMITED		07/18/2019	Private Company Limited By Shares:
RECEIVING PARTY DATA			
Name:	ANDRITZ AG		
Street Address:	Stattegger Straße 18		
City:	8045 Graz		
State/Country:	AUSTRIA		
Entity Type:	Aktiengesellschaft (Ag): AUSTRIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3348138	POWERLASE	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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:	248-641-1600		
Email:	agrant@hdp.com		
Correspondent Name:	Lisa M. DuRoss		
Address Line 1:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	6126-200003-US		
DOMESTIC REPRESENTATIVE			
Name:	Lisa M. DuRoss		
Address Line 1:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
NAME OF SUBMITTER:	Lisa M. DuRoss		
SIGNATURE:	/LMD/		
DATE SIGNED:	04/23/2021		

Total Attachments: 5

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SHEPHERD+ WEDDERBURN

DEED OF ASSIGNMENT OF TRADE MARKS

between

Andritz Powerlase Limited

and

Andritz AG

11 July 2019

DEED OF ASSIGNMENT OF TRADE MARKS

dated 18 July 2019

by

ANDRITZ POWERLASE LIMITED incorporated and registered in the UK with company number 07009214 whose registered office is at Units 3 & 4 Meadowbrook Industrial Centre, Crawley, West Sussex RH10 9SA ("Assignor")

in favour of

ANDRITZ AG, with the corporate seat in Graz, Austria and the business address at Stattegger Straße 18, 8045 Graz, Austria, registered in the commercial register (Firmenbuch) of the district court of Graz (Landesgericht für Zivilrechtssachen Graz) under register number FN 50935 f ("Assignee").

BACKGROUND

(A) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this Deed of Assignment.

1. Interpretation

The following definitions and rules of interpretation apply in this Deed of Assignment.

1.1 Definitions:

"Trade Marks" the registered trade marks and the applications short particulars of which are set out in the Annex to this Deed of Assignment.

2. Assignment

2.1 The Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;

2.1.2 all goodwill attaching to the Trade Marks and to that part of the Assignor's business that relates to the goods or services for which the Trade Marks are registered or used; and

2.1.3 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 arising from ownership, of any of the Trade Marks whether occurring before, on, or after the date of this Deed of Assignment.

3. Further assurance

3.1 At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Deed of Assignment, including:

3.1.1 registration of the Assignee as proprietor or (as applicable) applicant of the Trade Marks; and

3.1.2 assisting the Assignee in obtaining, defending and enforcing the Trade Marks, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Trade Marks.

- 3.2 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Deed of Assignment.
- 3.3 This power of attorney is irrevocable and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.
- 3.4 Without prejudice to clause 3.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:
- 3.4.1 take any action that this Deed of Assignment requires the Assignor to take;
 - 3.4.2 exercise any rights which this Deed of Assignment gives to the Assignor; and
 - 3.4.3 appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.
- 3.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

4. Variation

No variation of this Deed of Assignment shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5. Counterparts

This Deed of Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

6. Third party rights

This Deed of Assignment does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

7. Governing law

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

8. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed of Assignment or its subject matter or formation.

This assignment has been executed as a Deed and is delivered as a Deed on the date stated at the beginning of this Deed.


Subscribed for and on behalf of)
ANDRITZ POWERLASE LIMITED)
acting by)



Director

at Crawley, UK
on 18th July 2019

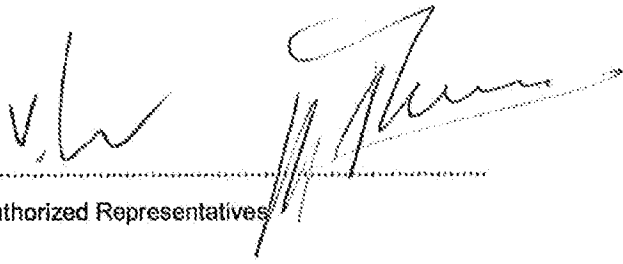
in the presence of:

Witness Signature: 

Name: SHAF-UL ALAM

Address: 4 PARK COURT
27 LINKFIELD LANE
REDBILL RH1 1JG

Subscribed for and on behalf of)
ANDRITZ AG acting by)
Mark von Laer and Alexander Krause)



Authorized Representatives

at Graz / Austria
on 17 July 2019

~~in the presence of:~~

~~Witness Signature:~~

~~Name:~~

~~Address:~~

ANNEX

Country/ territory	Trade Mark	Registration number	Date registration	of	Classes
United States	POWERLASE	3348138	04/12/2007		9, 37
Canada	POWERLASE	717988	07/07/2008		9, 37
European Union	POWERLASE	004402558	25/04/2006		9, 37
Japan	POWERLASE	0004952985	19/05/2006		9, 37