

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DATAMARS LIMITED		04/05/2021	Limited Corporation: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	DATAMARS SA		
Street Address:	Via Industria 16		
City:	Lamone		
State/Country:	SWITZERLAND		
Postal Code:	6814		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3759859	SEKURUS	
Registration Number:	2850825	SIMCRO	
CORRESPONDENCE DATA			
Fax Number:	4155760300		
<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:	(415) 576-0200		
Email:	tmadmin@Kilpatricktownsend.com		
Correspondent Name:	Margaret McHugh		
Address Line 1:	TWO EMBARCADERO CENTER, SUITE 1900		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	1239340		
NAME OF SUBMITTER:	Margaret McHugh		
SIGNATURE:	/margaret mchugh/		
DATE SIGNED:	05/13/2021		
Total Attachments: 10			
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Trade Mark Deed of Assignment

Datamars Limited

and

Datamars SA

Trade Mark Deed of Assignment

Datamars Limited, a company incorporated under the laws of New Zealand, of 25 Carbine Road, Mount Wellington, New Zealand ("**Assignor**")

and

Datamars SA, a company incorporated under the laws of Switzerland, of Via Industria 16, Lamone, CH-6814, Switzerland ("**Assignee**")

Introduction

- A. The Assignor is the owner of the Trade Marks.
- B. The Assignor has agreed to assign to the Assignee, and the Assignee has agreed to accept, the Trade Marks Rights on the terms and conditions of this Deed.

Covenants

1. Definitions and interpretation

- 1.1 In this Deed, including the Introduction, the following words will have the following meanings:

Copyright means any and all copyright, and all rights in the nature of copyright, in the Trade Marks in all forms of stylisation in which the Trade Marks have been used;

Deed means this deed of assignment including schedule 1;

Effective date means the date on which this Deed has been signed by both parties;

Goodwill means the goodwill symbolised by and associated with the Trade Marks, including the whole of the goodwill arising from the use of the Trade Marks, but not the whole of the goodwill of the business of the Assignor;

Trade Mark Rights means the Trade Marks, Copyright and Goodwill; and

Trade Marks means the trade marks set out in the schedule to this Deed, including the trade mark applications/registrations for such trade marks.

- 1.2 In this Deed, except whether the context otherwise requires:

- a. the singular includes the plural and vice versa, and a gender includes other genders;

Trade Mark Deed of Assignment – Datamars Ltd & Datamars SA

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- b. another grammatical form of a defined word or expression has a corresponding meaning;
- c. a reference to a party is to a party to this Deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- d. the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- e. any obligation by the Assignor not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- f. a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it; and
- g. headings are for ease of reference only and do not affect interpretation.

2. Assignment

- 2.1 In consideration of the sum of US\$100 paid to the Assignor by the Assignee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby transfers and assigns to the Assignee from the Effective Date absolutely all of its entire right, title and interest in and to the Trade Marks Rights, including without limitation any and all rights under common law and any and all unregistered rights in and to the Trade Marks.
- 2.2 The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Trade Marks Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this Deed.

3. Further actions

- 3.1 Each party will (at its own cost) execute all documents reasonably required by the other to give effect to the assignment in this Deed and to enable the Assignee to prosecute, maintain, renew, enforce, and defend the Trade Marks Rights or otherwise carry out the purposes and intent of this Deed.

4. General

- 4.1 The parties may sign this Deed in any number of counterparts, including scanned copies, and such copies may be relied upon by the other party as though it were an original copy. All counterparts, when taken together, will constitute one and the same Deed.

- 4.2 New Zealand law governs the formation, validity, construction and performance of this Deed. This Deed is subject to the non-exclusive jurisdiction of the courts of New Zealand to which the parties hereby submit.
- 4.3 The obligations and liabilities imposed and rights and benefits conferred on the parties under this Deed are binding upon and ensure in favour of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns. Each party will take all steps required to ensure that this Deed is binding on any successor or assignee of its relevant business or rights.
- 4.4 If any provision or part of this Deed is held to be invalid or unenforceable, this Deed will be deemed to be amended by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise to retain the provision and other provisions of this Deed to the maximum extent permissible under applicable law.

Signed as a deed

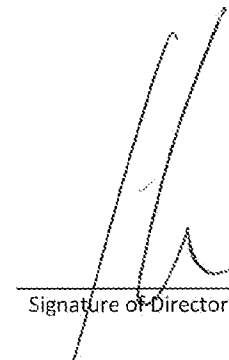
Signed, sealed and delivered for and on behalf of the Assignor, **Datamars Limited** by:



 Signature of Director

 Klaus Ackerstaff
 Name of Director

 04.05.2024
 Date



 Signature of Director

 DANIELE DELLA LIBERA
 Name of Director

 04.05.2024
 Date

Initialed by


Signed, sealed and delivered for and on behalf of the Assignee, **Datamars SA** by:

Signature of Director/ Authorised Signatory

KLAUS ACKERSTAF

Name of Director/ Authorised Signatory

04.05.2021

Date

Signature of Director/ Authorised Signatory

DANIELE DELLA LIBERA

Name of Director/ Authorised Signatory

04.05.2021

Date

Witnessed by:

[Signature]

Signature of witness

LAMONE, SWITZERLAND

Address

04.05.2021

Date

GIADA PEZZOLI

Name of witness

RECEPTIONIST

Occupation

Initialed by

[Signature]

schedule 1

Trade Marks

Country	Trade Marks	Official No	Class - Goods/Services	Application Date	Renewal Due Date
Australia	SIMCRO	Registered 942325	Class 10: Veterinary apparatus and equipment; animal apparatus and equipment for veterinary purposes; animal delivery systems for veterinary purposes including pour-on applicators/drenchers and injectors; parts and accessories thereof	4/02/2003	4/02/2023
Australia	SEKURUS	Registered 1254124	Class 10: Medical and veterinary equipment, apparatus and instruments; syringes, injection guns and injectors; bottles and containers for medical and veterinary use; parts and fittings for the foregoing including seals, valves and adaptors.	30/07/2008	30/07/2028
Brazil	SIMCRO	Registered 829947027	Class 10: veterinary apparatus and equipment; animal apparatus and equipment for veterinary purposes; animal delivery systems for veterinary purposes, including pour-on applicators/drenchers and injectors; parts and accessories thereof	29/08/2008	4/01/2021
Canada	SEKURUS	Registered TMA803411	Class 10: Veterinary equipment, apparatus and instruments, namely apparatus for injecting, implanting and infusing veterinary preparations into animal bodies; syringes, injection guns and injectors for veterinary preparations; parts and fittings for the foregoing namely seals, valves and adaptors.	26/09/2008	3/08/2026
Canada	SIMCRO	Registered TMA758014	Class 10: Animal health delivery systems for veterinary purposes, namely, containment vessels, pour-on applicators, drenchers and injectors for dispensing veterinary preparations, and draw-off and delivery devices connecting containment vessels to the pour-on applicators, drenchers and injectors.	1/08/2008	27/01/2025
China	SEKURUS	Registered 6870764	Class 10: Medical and veterinary equipment, apparatus and instruments; syringes, injection guns and injectors; bottles and containers for medical and veterinary use; parts and fittings being adaptors, namely needle guards for injection guns and injectors.	30/07/2008	27/04/2030

Country	Trade Marks	Official No	Class - Goods/Services	Application Date	Renewal Due Date
China	SIMCRO	Registered 6424402	Class 10: Medical and veterinary apparatus; syringes, injection guns and injectors; dropper bottles for medical and veterinary use; seals, valves and adaptors for syringes, injection guns and injectors.	7/12/2007	27/02/2030
China	SIMCRO	Registered 6424401	Class 35: Sales promotion for others of medical and veterinary apparatus.	7/12/2007	6/07/2030
European Union	SIMCRO	Registered 7155955	Class 10: Veterinary apparatus and equipment; animal apparatus and equipment for veterinary purposes; animal delivery systems for veterinary purposes, including pour-on applicators/drenchers and injectors; parts and accessories for the foregoing. Class 21: Bottles including vacuum bottles; containers; troughs; flasks; boxes; lids and seals for the foregoing. Class 35: Wholesale and retail services for veterinary and medical products; business advisory, consultancy, and management services in the veterinary and medical field; advertising, demonstration, promotion and display services concerning veterinary and medical products; all of the foregoing also available online and/or via the Internet.	31/07/2008	31/07/2028
European Union	SEKURUS	Registered 007230196	Class 10: Medical and veterinary equipment, apparatus and instruments; syringes, injection guns and injectors; bottles and containers for medical and veterinary use; parts and fittings for the foregoing including seals, valves and adaptors. Class 21: Bottles including vacuum bottles; containers; troughs; flasks; boxes; lids and seals for the foregoing. Class 35: Wholesale and retail services for veterinary and medical products; business advisory consultancy, management services; advertising, demonstration, promotion and display services; all of the foregoing also available online and/or via the Internet.	28/08/2008	28/08/2028
New Zealand	VAXIMATE	Registered 154282	Class 05: Pharmaceutical and veterinary preparations and substances relating to vaccines; vaccines and sera.	7/08/1984	7/08/2025
New Zealand	SIMCRO	Registered	Class 05: Pharmaceutical and veterinary preparations; chemical, biological, diagnostic	20/04/2011	20/04/2021

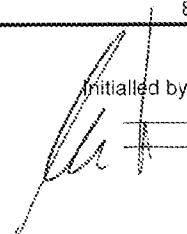
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Country	Trade Marks	Official No	Class - Goods/Services	Application Date	Renewal Due Date
		840602	<p>and medicinal preparations; reagents for medical and veterinary purposes; parasiticides, disinfectants and fungicides; all of the foregoing also available pre-packaged for dispensing.</p> <p>Class 10: Medicinal and veterinary equipment, apparatus and instruments; syringes; injection guns and injectors; drug delivery devices; bottles and containers for medical and veterinary use; drenchers and dosing guns; needles and needle guards for medical and veterinary equipment; parts, fittings and accessories for the foregoing.</p> <p>Class 35: Retail and wholesale of medical and veterinary equipment, apparatus, parts and fittings including medicaments and pharmaceuticals; advertising, demonstration, promotion and display services; business administration, assistance and management services assistance.</p> <p>Class 42: Scientific and technological services; research, analysis and design services for pharmaceuticals, medicinals and veterinary preparations; advisory and consultancy services for the foregoing.</p>		
New Zealand	METRICHECK	Registered 711639	Class 10: Veterinary apparatus and instruments; parts and fittings for the foregoing.	29/04/2004	29/04/2024
New Zealand	BMV	Registered 658455	Class 10: Surgical, medical and veterinary apparatus.	6/06/2002	6/06/2029
New Zealand	BREAZE	Registered 986217	Class 10: Veterinary equipment, namely drenchers and dosing guns for veterinary use, bottles and containers for veterinary use, needles and needle guards for veterinary use; valves, parts, fittings and accessories for the foregoing; none of the aforementioned goods being for blood glucose applications or diabetes applications.	15/10/2013	15/10/2023
New Zealand	VAXIMATE	Registered 153471	Class 10: Veterinary instruments and apparatus relating to the administration of vaccines.	26/06/1984	26/06/2025



Country	Trade Marks	Official No	Class - Goods/Services	Application Date	Renewal Due Date
New Zealand		Registered 843586	Class 10: Automatic medical apparatus for dosing animals by injection; medical instruments for animals.	9/06/2011	9/06/2021
New Zealand	SEKURUS	Registered 787778	Class 10: Medical and veterinary equipment, apparatus and instruments, syringes, injection guns and injectors; bottles and containers for medical and veterinary use; parts and fittings for the foregoing including seals, valves and adaptors.	17/04/2008	17/04/2028
New Zealand	simcro	Registered 662674	Class 10: Veterinary apparatus and equipment; animal apparatus and equipment for veterinary purposes; animal delivery systems for veterinary purposes, including pour-on applicators/drenchers and injectors; parts and accessories thereof.	14/08/2002	14/08/2029
New Zealand	Optimiser	Registered 808173	Class 10: Surgical, medical, dental and veterinary apparatus and instruments. Class 35: Retail and wholesale of surgical, medical, dental and veterinary apparatus and instruments.	18/06/2009	18/06/2029
New Zealand	simcro	Registered 662675	Class 35: Retail and wholesale services relating to the sale, marketing and distribution of veterinary apparatus and equipment, animal apparatus and equipment, delivery systems, parts and accessories thereof.	14/08/2002	14/08/2029
United States of America	SEKURUS	Registered 3759859	Class 10: Veterinary equipment, apparatus and instruments, namely, injectors sold empty for injection of vaccines, low volume veterinary medications and diagnostic fluids and parts therefor.	29/09/2008	16/03/2030
United States of America	SIMCRO	Registered 2850825	Class 10: Animal health delivery systems for veterinary purposes comprising containment vessels, pour-on applicators, drenchers and injectors for dispensing veterinary preparations, and draw off and delivery devices connecting containment vessels to the pour-on applicators, drenchers and injectors.	12/02/2003	8/06/2024

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