

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
N.J. Phillips Pty Limited		04/05/2021	Proprietary Limited Company: AUSTRALIA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	6075624	NJ PHILLIPS	
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:	tadmin@Kilpatricktownsend.com		
Correspondent Name:	Margaret McHugh		
Address Line 1:	Two Embarcadero Center, Suite 1900		
Address Line 2:	KILPATRICK TOWNSEND & STOCKTON LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	1239340		
NAME OF SUBMITTER:	Margaret McHugh		
SIGNATURE:	/margaret mchugh/		
DATE SIGNED:	05/14/2021		
Total Attachments: 8			
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Trade Mark Deed of Assignment

N.J. Phillips Pty Limited

and

Datamars SA

Trade Mark Deed of Assignment

N.J. Phillips Pty Limited, a company incorporated under the laws of Australia, of 44 Gindurra Rd Somersby, NSW, 2250, Australia ("**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 owns the Trade Marks and the Intellectual Property Rights in and to the Trade Marks.
- B. The Assignor has agreed to assign to the Assignee, and the Assignee has agreed to accept, the Trade Marks and Intellectual Property Rights subject to the terms and conditions of this Deed.

Covenants

1. Definitions and interpretation

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

Deed means this deed of assignment including schedule 1;

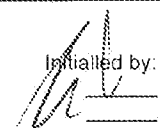
Effective date means the date this Deed is signed by the Assignor;

Intellectual Property Rights means all rights, for all goods and services, anywhere in the world, whether conferred by statute, at common law, or in equity including rights in relation to business names, company names, domain names, marketing information, know-how, processes, copyright and other like rights (whether recorded in writing or otherwise) relating to or connected with the Trade Marks; 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;
- b. another grammatical form of a defined word or expression has a corresponding meaning;



- 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, **N.J. Phillips Pty Limited** by:

Signature of Director

KILGUS ACKERSTAF
Name of Director/Company Secretary

04.05.2021
Date

Signature of Director

DANIELE DELLA LIBERA
Name of Director/Company Secretary

04.05.2021
Date

Witnessed by:

[Signature]
Signature of witness

LAMONE, SWITZERLAND
Address

GIADA PERZOLI
Name of witness

RECEPTIONIST
Occupation

04.05.2021
Date

Initialed by:

TRADEMARK

- 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 all of its entire right, title and interest in and to the Trade Marks and Intellectual Property Rights.
- 2.2 The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of the Assignor's goodwill including all goodwill symbolised by and associated with the Trade Marks, all common law rights in and to the Trade Marks, any copyright in the Trade Marks (in all forms in which they have been used), and the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Trade Marks including 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 Effective Date.

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 and/or Intellectual Property Rights.

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.

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

Signature of Director/ Authorised Signatory

KAUS ACKERSTAF

Name of Director/ Authorised Signatory

04.05.2021

Date

Witnessed by:

[Signature]

Signature of witness

LAMONE, SWITZERLAND

Address

04.05.2021

Date

Signature of Director/ Authorised Signatory

DANIELE BELLA LIBERA

Name of Director/ Authorised Signatory

04.05.2021

Date

GIADA PEZZOLI

Name of witness

RECEPTIONIST

Occupation

Schedule 1

Trade Marks

N.J. Phillips Pty Limited				
Country	Trade Marks	Registration No	Class - Goods/Services	Application Date
Australia	NJ PHILLIPS	Registration 1802645	<p>Class 1: Chemicals for use in agriculture, horticulture, viticulture and forestry; substances for regulating, controlling or promoting growth of plants; all of the foregoing also available pre-packaged for dispensing</p> <p>Class 5: Pharmaceutical, veterinary and sanitary preparations; chemical, biological, diagnostic and medicinal preparations; reagents for medical and veterinary purposes; fungicides, herbicides, weedkillers, pesticides, insecticides, parasiticides and algicides; all of the foregoing also available pre-packaged for dispensing</p> <p>Class 7: Machines and machine tools for agriculture, horticulture, viticulture and forestry; parts fittings and accessories for the foregoing</p> <p>Class 8: Hand tools for agriculture, horticulture, viticulture, forestry and food production; parts fittings and accessories for the foregoing</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 17: Flexible pipes, tubes and hoses, not of metal; casings of rubber or synthetic rubber for pipes and tubes; parts, fittings and accessories for use in relation to the foregoing, including connectors, couplings and flexible pipes (non-metallic)</p> <p>Class 21: Containers, including for agriculture, horticulture, viticulture, forestry and food production purposes; apparatus for dispensing liquids from containers</p> <p>Class 35: Wholesale and retail services including in relation to the agriculture, horticulture, viticulture, forestry and food production industries; business advisory, consultancy, management and maintenance services; dissemination of information to consumers for purchasing decisions; advertising, promotion, demonstration and product display services; all of the aforesaid services also available online and/or via the internet, email, software applications (including apps), text message and/or electronic message</p>	13 Oct 2016

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Trade Mark Deed of Assignment – N.J. Phillips Pty Limited & Datamars SA

Initialed by:

TRADEMARK
REEL: 007294 FRAME: 0238

N.J. Phillips Pty Limited

Country	Trade Marks	Registration No	Class - Goods/Services	Application Date
United Kingdom	NJ PHILLIPS	Registration UK00003335047	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.	23 November 2018
USA	NJ PHILLIPS	Registration 6075624	Class 10: Medical and veterinary equipment, namely, apparatus and instruments in the nature of applicators for dispensing medical and veterinary preparations; Medical syringes; medical injection guns and Medical fluid injectors; Drug delivery devices; bottles and containers for medical and veterinary use, namely, bottles and containers for holding and dispensing medical and veterinary preparations; medical drenchers and dosing guns for dispensing veterinary and medical preparations; needles and needle guards for medical and veterinary equipment for medical and veterinary purposes; parts, fittings and accessories for the foregoing, namely, parts and accessories for medical and veterinary applicators, injectors, drenchers, syringes, and dosing guns; parts and accessories for medical and veterinary equipment, namely, nozzle protection tubes, measuring flasks, injector needles, extension wands, nozzles, handles, adaptors, and backpacks, arm bands and holsters for holding and carrying medical and veterinary equipment.	22 August 2018

Initialed by:

