

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664216

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>RESUBMIT DOCUMENT ID:</b>	900624015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Noventa Energy Partners, Inc.		06/16/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BP p.l.c.		
<b>Street Address:</b>	1 Saint James's Square		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	SW1Y 4PD		
<b>Entity Type:</b>	Public Limited Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6389899	REIMAGINING ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	nila.ray@bp.com		
<b>Correspondent Name:</b>	Nila Ray		
<b>Address Line 1:</b>	501 Westlake Park Blvd.		
<b>Address Line 4:</b>	Houston, TEXAS 77079		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Nila Ray		
<b>Address Line 1:</b>	501 Westlake Park Blvd.		
<b>Address Line 4:</b>	Houston, TEXAS 77079		
<b>NAME OF SUBMITTER:</b>	Nila Ray		
<b>SIGNATURE:</b>	/Nila Ray/		
<b>DATE SIGNED:</b>	08/02/2021		
<b>Total Attachments: 5</b>			
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Dated 16<sup>th</sup> June 2021

BP P.L.C.  
and  
NOVENTA ENERGY PARTNERS, INC.

TRADE MARK ASSIGNMENT

**This Agreement** is made on 16th June 2021 (the "Effective Date")

**between:**

- (1) **BP p.l.c.**, a company incorporated in England and Wales (with company number 00102498), whose registered office is at 1 St James's Square, London, SW1Y 4PD, United Kingdom ("**BP**"); and
- (2) **Noventa Energy Partners, Inc.**, a company incorporated in Canada, whose registered office is at 36 Distillery Lane Suite 440, Toronto, ON M5A 3C4, Canada ("**Noventa**").

**Whereas:**

- (A) On 7 February 2020, BP and Noventa, entered into an agreement (hereinafter "**the Agreement**") pursuant to which Noventa agreed to sell, and BP agreed to purchase, the US Application.
- (B) Pursuant to the Agreement, Noventa has agreed to assign the US Application to BP, in each case, on the terms set out in the Agreement.

**It is agreed** as follows:

## **1 Interpretation**

In this Trade Mark Assignment Agreement unless the context otherwise requires, the provisions in this Clause 1 apply.

### **1.1 Definitions**

"**Parties**" means the parties to this Agreement and "**Party**" means any one of them;

"**US Application**" has the meaning given to it in the Agreement;

"**Canada Application**" has the meaning given to it in the Agreement;

"**Trade Mark**" means the registered trade mark listed in the Schedule to this Trade Mark Assignment Agreement.

### **1.2 Singular, plural, gender**

References to one gender include all genders and references to the singular include the plural and vice versa.

### **1.3 Clauses and Headings**

References to Clauses are to Clauses of this Trade Mark Assignment Agreement. Headings shall be ignored in construing this Trade Mark Assignment Agreement.

### **1.4 References to persons and companies**

References to:

1.4.1 a person includes any company, partnership or unincorporated association (whether or not having separate legal personality); and

1.4.2 a company shall include any company, corporation or any body corporate, wherever incorporated.

## **2 Assignment**

2.1 In consideration of the sum of \$1, receipt of which is acknowledged, Noventa hereby assigns to BP all of its rights, title and interest in and to the Trade Mark including without limitation:

2.1.1 all rights of action, powers and benefits in respect of the Trade Mark; and

2.1.2 the right to seek and recover damages and all other remedies for any past infringement of the Trade Mark.

### **3 Other Provisions**

#### **3.1 Further assurance**

Noventa shall use reasonable endeavours to procure that any necessary third party shall execute such documents and do such acts and things as BP may reasonably require to give BP the full benefit of the provisions of this Agreement.

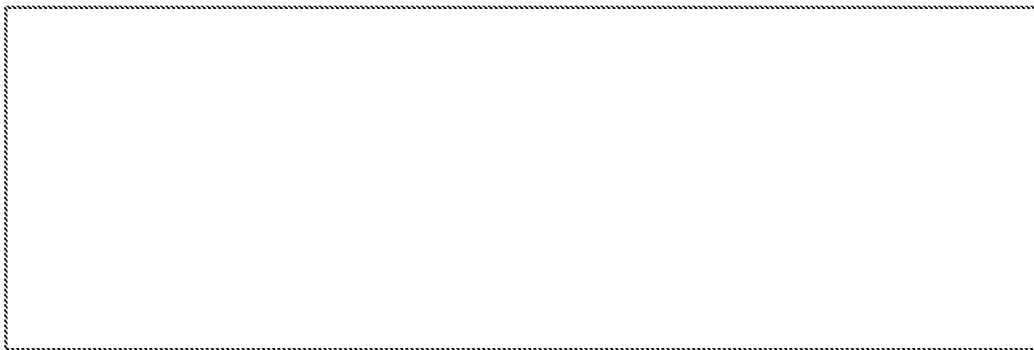
#### **3.2 Costs**

All costs, charges and other expenses (other than any liability in relation to tax) in relation to Section 3.1 of this Agreement and the assignment of the Trade Mark shall be borne solely by BP.

#### **3.3 Assignment**

No Party may, without the prior written consent of the others, assign, grant any security interest over, hold on trust or otherwise transfer the benefit of all or any of its obligations under this Trade Mark Assignment Agreement, or any benefit arising under or out of this Trade Mark Assignment Agreement.

#### **3.4**



#### **3.5 Whole Agreement**

This Trade Mark Assignment Agreement contains the whole agreement between the Parties relating to the subject matter of this Trade Mark Assignment Agreement at the date of this Trade Mark Assignment Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersede any previous written or oral agreement between the Parties in relation to the matters dealt with in this Trade Mark Assignment Agreement and such other documents.

#### **3.6 Third Party Rights**

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Agreement.

#### **3.7 Notices**

3.7.1 Any notice or other communication in connection with this Trade Mark Assignment Agreement (each, a "**Notice**") shall be:

- (i) in writing;
- (ii) delivered by email, hand, pre-paid first class post or courier; and
- (iii) sent to such address as may be notified to the sending Party by the other Party from time to time.

3.7.2 A Notice shall be effective upon receipt and shall be deemed to have been received:

- (i) 24 hours after posting, if delivered by pre-paid first class post,
- (ii) at the time of delivery, if delivered by hand or courier, or
- (iii) at the time of sending, if sent by email, provided that the receipt shall not occur if the sender receives an automated message that the email has not been delivered to the recipient.

### 3.8 Counterparts

This Trade Mark Assignment Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all the counterparts shall together constitute one and the same instrument. BP and Noventa may enter into this Trade Mark Assignment Agreement by executing any such counterpart.

### 3.9 Dispute Resolution

Any dispute, disagreement, claim or controversy between the Parties arising out of or relating to this Trade Mark Assignment Agreement and any documents to be entered into pursuant to it, and any non-contractual obligations arising out of or in connection with this Trade Mark Assignment Agreement and such documents, which cannot be settled by mutual agreement shall be resolved by binding arbitration, according to the Commercial Arbitration Rules of the American Arbitration Association, before a panel of three arbitrators. One of the arbitrators will be selected by each Party, and the third arbitrator will be selected by the two Party-appointed arbitrators. Apart from any other relief to which a Party may be entitled, the arbitrators shall also have the right to order specific performance of this Trade Mark Assignment Agreement as a remedy for any breach. Any such arbitration will be held in the Chicago, Illinois metropolitan area. The arbitrators will apply the law of the State of Illinois to the construction and interpretation of this Trade Mark Assignment Agreement without regard to or application of conflict of law principles. The decision of the arbitrators will be final and conclusive.

This Trade Mark Assignment Agreement has been signed on the date stated at the beginning.

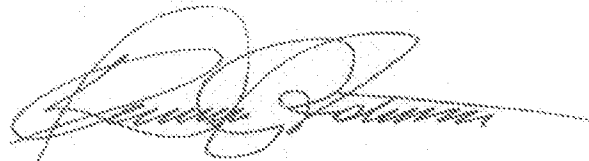
EXECUTED by BP P.L.C

  
MICHAEL PAUL KEOGH  
AUTHORIZED SIGNATORY

**BP p.l.c.**

.....  
MICHAEL KEOGH

EXECUTED by NOVENTA ENERGY PARTNERS INC



.....  
DENNIS FOTINOS

# SCHEDULE

## The Trade Mark

Trade Mark	Country	Registration Date	Application No.	Registration No.	Status	Classes
REIMAGINING ENERGY	USA	15 June 21	88421408	6389899	Registered	35, 40, 42