

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM673718

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900633950		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DEBEN GROUP INDUSTRIES LIMITED		04/07/2021	Company: ENGLAND AND WALES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HAWKE OPTICS LIMITED		
<b>Street Address:</b>	Avocet House Wilford Bridge Road		
<b>City:</b>	Melton, Woodbridge		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	IP12 1RB		
<b>Entity Type:</b>	Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3052969	HAWKE	
<b>Registration Number:</b>	2969771	AIRMAX	
<b>Registration Number:</b>	3131824	ENDURANCE	
<b>Registration Number:</b>	5670665	NITE-EYE	
<b>Registration Number:</b>	3982848	PANORAMA	
<b>Registration Number:</b>	4390261	SAPPHIRE	
<b>Registration Number:</b>	3131823	SIDEWINDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8013281707		
<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>Phone:</b>	801-533-9800		
<b>Email:</b>	rphillips@wnlaw.com		
<b>Correspondent Name:</b>	Robyn L. Phillips		
<b>Address Line 1:</b>	60 East South Temple, Suite 1000		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	20383.1		

**DOMESTIC REPRESENTATIVE**

**Name:** Robyn L. Phillips  
**Address Line 1:** 60 East South Temple, Suite 1000  
**Address Line 4:** Salt Lake City, UTAH 84111

**NAME OF SUBMITTER:** Robyn L. Phillips

**SIGNATURE:** /Robyn L. Phillips/

**DATE SIGNED:** 09/10/2021

**Total Attachments: 10**

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DEED OF ASSIGNMENT

THIS ASSIGNMENT is made this 7th day of April 2021 between

**DEBEN GROUP INDUSTRIES LIMITED**, a company incorporated in England and Wales, registration number 02813799, of Avocet House Wilford Bridge Road, Melton, Woodbridge, Suffolk, IP12 1RB (**hereinafter called the Assignor**)

and

**HAWKE OPTICS LIMITED**, a company incorporated in England and Wales, registration number 08448192, of Avocet House Wilford Bridge Road, Melton, Woodbridge, IP12 1RB (**hereinafter called the Assignee**).

WHEREAS the Assignor is the proprietor of The Trade Marks listed in the attached Schedule (hereinafter called the Trade Marks). is the owner of the entire right, title and interest in and to the Trademark, including associated common law rights together with the goodwill of the business associated with and symbolised by the Trademarks

AND WHEREAS by an agreement dated 03 November 2020 (hereinafter called the Sale Agreement) the Assignor and the Assignee agree, inter alia, that the Assignor would assign to the Assignee all of its right, title and interest in and to the Trade Marks.

NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS:

1. In consideration of the payments provided for in the Sale Agreement paid to the Assignor by the Assignee, the receipt whereof is hereby acknowledged, the Assignor hereby assigns to the Assignee with full title guarantee:
  - a. all of his/her right, title and interest in and to the Trade Marks in the United Kingdom, European Union, United States of America, Canada and all other foreign jurisdictions listed in the attached Schedule, for the Assignee to hold in its sole name
  - b. the benefits and obligations of any and all consents and undertakings from and agreements with third parties relating to the Trade Marks in the respective countries
  - c. to the extent that such rights exists and are not already assigned hereby, all of his/her right, title and interest in and to the Trade Marks at common law by virtue of his/her use thereof, and all the goodwill of the business relating to the goods or services in respect of which the Trade Marks are used/together with all the goodwill associated with, attaching to and symbolised by the Trade Marks.; and

- d. to the extent that such rights exist and are not already assigned hereby, all of his/her right to file applications corresponding to the Trade Marks and to claim priority from such applications
- e. all causes of action which may have accrued to the Assignor anywhere in the world in relation to any infringement of any of the rights hereby assigned

TO HOLD the same unto and to the use of the Assignee, its successors and assigns absolutely.

2. The Assignor hereby undertakes that he/she shall at the request and the sole cost of the Assignee:

- a. execute all such documents, deeds or other things as may reasonably be required to vest the Trade Marks and all the rights assigned hereunder in the sole name of the Assignee and to record this assignment before the relevant authorities; and
- b. make available all relevant records held by or under the control of the Assignor relating to the Trade Marks, including any use thereof, to assist the Assignee in the enforcement thereof.

3. The Assignor hereby confirms that he/she has with effect from the date of this Deed of Assignment ceased all use of the Trade Marks in the respective countries in the absence of consent to use the Trade Marks from the Assignor, and hereby undertakes that he/she shall not use the Trade Marks in the respective countries in any way in his/her business in the absence of consent to use the Trade Marks from the Assignor, and that he/she shall not do anything which might prejudice the enforceability of the Trade Marks in the name of the Assignee.

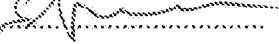
4. This assignment shall be construed in accordance with and be governed by English law and the English courts shall have jurisdiction over any disputes thereunder.

5. Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

IN WITNESS of which this Assignment has been executed as a Deed under English Law and delivered the day and year first before written:

SIGNED AS A DEED by

Director

Signature: 

Director

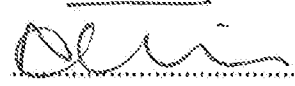
STEPHEN WALKER

(print name)

For and on behalf of DEBEN GROUP INDUSTRIES LIMITED

In the presence of:

Signature:



Name :

ANN TURNER

Address:

SWIFT HOUSE

TOP ROAD

HASCETON, IP13 6JF

Occupation:

PERSONAL ASSISTANT

The rights assigned hereunder are hereby accepted

SIGNED AS A DEED by



Director

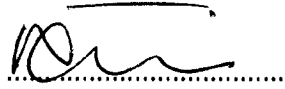
..... ASHLEY WALKER .....

(print name)

For and on behalf of HAWKE OPTICS LIMITED

In the presence of:

Signature:



Name :

..... ANN TURNER .....

Address:

..... Swift House .....

..... Top Road .....

..... Haskoten 1P13 6JF .....

Occupation:

..... Personal Assistant .....

Schedule of the Assigned Trade Marks

Mark	Classes	Proprietor	Status	Country	Application No.	Registration No.
HAWKE	9	Deben Group Industries Limited	Registered	China	3345192	3345192
HAWKE	9	Deben Group Industries Limited	Registered	European Union	002666626	002666626
HAWKE	9	Deben Group Industries Limited	Registered	United Kingdom	002666626	902666626
HAWKE	9	Deben Group Industries Limited	Registered	United States	78/171,076	3,052,969
AIRMAX	9	Deben Group Industries Limited	Registered	China	3576786	3576786
AIRMAX	9 & 11	Deben Group Industries Limited	Registered	European Union	002799500	002799500
AIRMAX	9 & 11	Deben Group Industries Limited	Registered	United Kingdom	002799500	902799500
AIRMAX	9	Deben Group Industries Limited	Registered	United States	78/208,724	2,969,771
ENDURANCE	9	Deben Group Industries Limited	Registered	Canada	1,257,535	TMA714826
ENDURANCE	9	Deben Group Industries Limited	Registered	China	3591221	3591221
ENDURANCE	9 & 11	Deben Group Industries Limited	Registered	European Union	002970440	002970440
ENDURANCE	9 & 11	Deben Group Industries Limited	Registered	United Kingdom	002970440	902970440
ENDURANCE	9	Deben Group Industries Limited	Registered	United States	78/208,728	3,131,824

FRONTIER	9	Deben Group Industries Limited	Registered	European Union	004802617	004802617
FRONTIER	9	Deben Group Industries Limited	Registered	United Kingdom	004802617	904802617
NATURE TREK	9	Deben Group Industries Limited	Registered	China - International Designation	1219303	1219303
NATURE TREK	9	Deben Group Industries Limited	Registered	European Union	008268799	008268799
NATURE TREK	9	Deben Group Industries Limited	Registered	United Kingdom	008268799	908268799
NATURE TREK	9	Deben Group Industries Limited	Registered	US - International Designation	79153,397	4,853,129
NATURE TREK	9	Deben Group Industries Limited	Registered	International	1219303	1219303
NITE-EYE	9	Deben Group Industries Limited	Registered	European Union	002799559	002799559
NITE-EYE	9	Deben Group Industries Limited	Registered	United Kingdom	002799559	902799559
NITE-EYE	9	Deben Group Industries Limited	Registered	United States	86/380,961	5,670,665
PANORAMA	9	Deben Group Industries Limited	Registered	China - International Designation	1218126	1218126
PANORAMA	9	Deben Group Industries Limited	Registered	European Union	008839565	008839565
PANORAMA	9	Deben Group Industries Limited	Registered	United Kingdom	008839565	908839565
PANORAMA	9	Deben Group Industries Limited	Registered	United States	85/084,384	3,982,848
PANORAMA	9	Deben Group Industries Limited	Registered	International	1218126	1218126
SAPPHIRE	9	Deben Group Industries Limited	Registered	United States	85/157,072	4,390,261
SIDEWINDER	9	Deben Group Industries Limited	Registered	China	3576787	3576787



SIDEWINDER	9	Deben Group Industries Limited	Registered	European Union	002800332	002800332
SIDEWINDER	9	Deben Group Industries Limited	Registered	United Kingdom	002800332	902800332
SIDEWINDER	9	Deben Group Industries Limited	Registered	United States	78/208,726	3,131,823
SPORT HD	9, 11 & 25	Deben Group Industries Limited	Registered	European Union	002800308	002800308
SPORT HD	9, 11 & 25	Deben Group Industries Limited	Registered	United Kingdom	002800308	902800308
VARMINT	9, 11 & 25	Deben Group Industries Limited	Registered	European Union	002800126	002800126
VARMINT	9, 11 & 25	Deben Group Industries Limited	Registered	United Kingdom	002800126	902800126
ECLIPSE	9	Deben Group Industries Limited	Registered	United Kingdom	2316434	2316434
PRO-STALK	9	Deben Group Industries Limited	Registered	European Union	002899367	002899367
PRO-STALK	9	Deben Group Industries Limited	Registered	United Kingdom	002899367	902899367
MIL-PRO	9, 11 & 25	Deben Group Industries Limited	Registered	European Union	002799039	002799039
MIL-PRO	9, 11 & 25	Deben Group Industries Limited	Registered	United Kingdom	002799039	902799039
DEBEN	9	Deben Group Industries Limited	Registered	China	3345191	3345191
DEBEN	9, 11 & 19	Deben Group Industries Limited	Registered	European Union	000799023	000799023
DEBEN	9, 11 & 19	Deben Group Industries Limited	Registered	United Kingdom	000799023	900799023
VANTAGE	9 & 11	Deben Group Industries Limited	Registered	European Union	013319355	013319355
VANTAGE	9 & 11	Deben Group Industries Limited	Registered	United Kingdom	013319355	913319355

HAWKE	9	Deben Group Industries Limited	Registered	Australia - International Designation	1835270	1835270
HAWKE	9	Deben Group Industries Limited	Registered	Bahrain - International Designation	1266936	1266936
HAWKE	9	Deben Group Industries Limited	Pending	Switzerland - International Subsequent Designation	1266936	
HAWKE	9 & 11	Deben Group Industries Limited	Registered	China - International Designation	1266936	G1266936
HAWKE	9, 11 & 13	Deben Group Industries Limited	Registered	European Union	013461413	013461413
HAWKE	9, 11 & 13	Deben Group Industries Limited	Registered	United Kingdom	013461413	913461413
HAWKE	9	Deben Group Industries Limited	Registered	Iran - International Designation	1266936	1266936
HAWKE	9	Deben Group Industries Limited	Registered	Kuwait	183955	159151
HAWKE	9	Deben Group Industries Limited	Pending	Norway - International Subsequent Designation	1266936	
HAWKE	9	Deben Group Industries Limited	Registered	New Zealand - International Designation	1063589	1063589
HAWKE	9	Deben Group Industries Limited	Registered	Russian Federation - International Subsequent Designation	1266936	
HAWKE	9	Deben Group Industries Limited	Registered	Saudi Arabia	205141	1441006424
HAWKE	9 & 13	Deben Group Industries Limited	Registered	Taiwan	105059040	01859508
HAWKE	9	Deben Group Industries Limited	Pending	Ukraine - International Subsequent Designation	1266936	
HAWKE	9, 11 & 13	Deben Group Industries Limited	Registered	US - International Designation	79173,349	5,148,437
HAWKE	9, 11 & 13	Deben Group Industries Limited	Registered	International	1266936	1266936
HAWKE	11	Deben Group Industries Limited	Registered	South Africa	2015/11157	2015/11157

HAWKE	13	Deben Group Industries Limited	Registered	South Africa	2015/11160	2015/11160
HAWKE	9	Deben Group Industries Limited	Registered	South Africa	2015/11155	2015/11155
FRONTIER	9	Deben Group Industries Limited	Registered	China	17153129	17153129
NITE EYE	9	Deben Group Industries Limited	Registered	China	17690093	17690093
HAWKE (& Device)	9	Deben Group Industries Limited	Registered	United Arab Emirates	320017	320017
HAWKE (& Device)	9, 11 & 13	Deben Group Industries Limited	Pending	Canada	1,927,795	
HAWKE (& Device)	9 & 11	Deben Group Industries Limited	Registered	China - International Designation	1301674	1301674

HAWKE (& Device)	9, 11 & 13	Deben Group Industries Limited	Registered	European Union	014568836	014568836
HAWKE (& Device)	9, 11 & 13	Deben Group Industries Limited	Registered	United Kingdom	014568836	914568836
HAWKE (& Device)	9, 11 & 13	Deben Group Industries Limited	Registered	United States - International Designation	79/188,588	5,107,247
HAWKE (& Device)	9, 11 & 13	Deben Group Industries Limited	Registered	International		1301674
VANTAGE	9	Deben Group Industries Limited	Registered	China	24020240	24020240