

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706324

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
RESUBMIT DOCUMENT ID:	900666269		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RHEOLAB LTD		12/23/2021	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	SPCM SA		
Street Address:	ZAC de Milieux		
City:	Andrézieux-Boutheon		
State/Country:	FRANCE		
Postal Code:	F-42160		
Entity Type:	Joint Stock Company: FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87217280	RHEOSOL	
Serial Number:	87217555	KLEASOL	
Serial Number:	87220895	NATURSOL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ricciutij@comcast.net		
Correspondent Name:	JANET G RICCIUTI		
Address Line 1:	1830 S STREET NW		
Address Line 4:	WASHINGTON, D.C. 20009		
DOMESTIC REPRESENTATIVE			
Name:	JANET G RICCIUTI		
Address Line 1:	1830 S STREET NW		
Address Line 4:	WASHINGTON, D.C. 20009		
NAME OF SUBMITTER:	Janet G Ricciuti		
SIGNATURE:	/jgr123/		

DATE SIGNED:	02/03/2022
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Total Attachments: 6

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TRADEMARKS ASSIGNMENT

BETWEEN THE UNDERSIGNED:

RHEOLAB LTD, company organized under the laws of England and Wales, registered within the British Companies House under no. 05002135, having its offices at The Clocktower Westfield Industrial Estate, Kirk Lane Yeadon, Leeds, West Yorkshire, UK, LS19 7LX, represented by its Managing Director, Mr. Ian Andrew WATERHOUSE; hereinafter referred to as « **RHEOLAB** »

AND

SPCM SA, company organized under the laws of France, registered at the Saint-Etienne Trade and Companies Register under no. 312 327 737, having its offices at ZAC de Milieux, F-42160 Andrézieux-Bouthéon, France, represented by its Deputy CEO, Mr. René PICH ; hereinafter referred to as « **SPCM** »

RHEOLAB and SPCM shall collectively be referred to as the "**Parties**" and individually as a "**Party**".

PREAMBLE

- i. **WHEREAS**, RHEOLAB is the owner of various trademarks, hereinafter referred to as "**Trademarks**" and listed in Appendix A below.
- ii. **WHEREAS**, SPCM has notified RHEOLAB with its intention to acquire the Trademarks. This offer was accepted by RHEOLAB, thus the Parties wish to set up this transaction and proceed to the aforementioned sale of intellectual property assets.
- iii. **THEREFORE**, the Parties wish to enter into the present agreement to set out the terms and conditions applicable to the assignment of the Trademarks to the benefit of SPCM.

THE FOLLOWING HAS BEEN STATED AND AGREED UPON :

ARTICLE 1 DEFINITIONS

- 1.1 "**Agreement**" shall mean the present Agreement, together with its annexes and potential amendments.
- 1.2 "**Effective Date**" shall mean the last date of the signature of the Agreement by the Parties.
- 1.3 "**Trademarks**" shall mean :
 - a) the figurative trademarks "**RHEOSOL**", "**NATURSOL**" and "**KLEASOL**" as defined in Appendix 1 hereinafter,
 - b) as well as all extensions, trademarks and trademark applications derived in whole or in part from the aforementioned trademark applications, or filed under the priority of the aforementioned applications, and all rights deriving therefrom including the priority rights.

ARTICLE 2 ASSIGNMENT OF RIGHTS

2.1 RHEOLAB hereby assigns to SPCM, who accepts, the full and complete ownership of the Trademarks, as well as any and all rights attached thereto including the priority rights, without exception nor reservation.

Consequently, SPCM shall become the sole owner of the Trademarks.

2.2 SPCM shall be subrogated in and to all of RHEOLAB's rights and obligations with respect to the Trademarks as of the Effective Date. Therefore, all rights, privileges, actions and obligations related to the Trademarks are hereby transferred to SPCM, including without limitation, the right to sue for past, present or future infringement, to collect royalties, to maintain the Trademarks in force throughout the world.

The Parties acknowledge that SPCM, becoming the exclusive owner of the Trademarks by operation of the Agreement, shall be free to use, exploit and dispose of the Trademarks in its sole discretion.

2.3 RHEOLAB declares to have delivered to SPCM, as of the Effective Date, all documents and information relating to the Trademarks in its possession .

2.4 RHEOLAB agrees and undertakes to provide, as appropriate, all reasonably necessary signatures and documents, including those of its employees, officers and inventors, so that SPCM may pursue and/or continue any procedure related to the Trademarks.

ARTICLE 3 FINANCIAL TERMS

The present assignment of the Trademarks is granted by RHEOLAB to SPCM in consideration of the payment by SPCM of the sum of 6000€ (six thousand euros), for which the signature hereby shall constitute a release.

ARTICLE 4 ENTRY INTO FORCE

Upon execution by the duly authorized representatives of each Party, the Agreement shall retroactively enter into force at the Effective Date.

ARTICLE 5 REPRESENTATIONS AND WARRANTY

RHEOLAB represents that it has all rights and capacity to grant the assignment of the Trademarks.

RHEOLAB warrants that it has, as of the Effective Date, full ownership and free disposal of the Trademarks, and that no assignment, license, sublicense or other right has been granted in respect of the Trademarks, which are not subject to any pledge, right of first refusal, easement or other security.

RHEOLAB represents that, to its best knowledge, it is not aware of any claims of infringement or violation of third-party rights relating to the Trademarks as of the Effective Date.

ARTICLE 6 RECORDAL OF THE ASSIGNMENT

RHEOLAB authorizes SPCM to record this assignment under any trademark register maintained by a trademark office affected by this assignment. SPCM shall bear all costs related to such legal formalities, recordals and inscriptions.

Full powers are granted to the holder of a copy of the Agreement in order to proceed with any and all legal formalities and inscriptions mentioned hereabove.

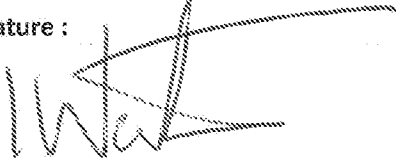
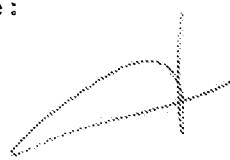
ARTICLE 7 MISCELLANEOUS

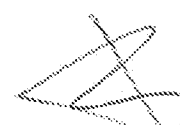
- 7.1 Entirety. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements and understandings, whether written or oral, with respect to the same subject matter still in force between the Parties.
- 7.2 Amendments. Any amendment to this Agreement, as well as any additions or omissions, can only be made in writing and duly signed by the representatives of the Parties.

ARTICLE 8 APPLICABLE LAW AND DISPUTES

- 8.1 Governing law. This Agreement shall be governed by and construed in accordance with the laws of France.
- 8.2 Disputes. All disputes, claims or disagreements arising out of or in connection with the present Agreement shall be amicably resolved by the Parties.
In the event such dispute persists for more than three (3) months after the first written notification related thereto between the Parties, it shall be settled by the competent courts of Paris, France.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED IN TWO (2) ORIGINAL COPIES.

RHEOLAB LTD	SPCM SA
Nom : <i>M. W. W. W. W. W.</i>	Nom : <i>MR PICH René Deputy CEO</i>
Date : <i>23rd December 2021</i>	Date : <i>20th December 2021</i>
Signature : 	Signature : 



ANNEXE 1
ASSIGNED TRADEMARKS



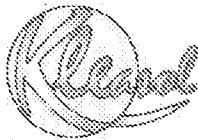
- Trademark « »

TERRITORY	DATE OF FILING	FILING NUMBER	DATE OF REGISTRATION	NEXT RENEWAL DATE
UNITED KINGDOM	15/12/2017	UK00917607482	01/05/2018	15/12/2027
EUROPEAN UNION	15/12/2017	017607482	01/05/2018	15/12/2027
UNITED STATES OF AMERICA	27/10/2016	87217280	02/01/2018	02/01/2028



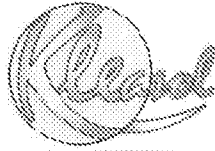
- Trademark « »

TERRITORY	DATE OF FILING	FILING NUMBER	DATE OF REGISTRATION	NEXT RENEWAL DATE
UNITED KINGDOM	24/07/2008	UK00002493620	02/01/2009	24/07/2028



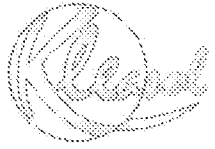
- Trademark « »

TERRITORY	DATE OF FILING	FILING NUMBER	DATE OF REGISTRATION	NEXT RENEWAL DATE
UNITED KINGDOM	15/12/2017	UK00917597329	01/05/2018	15/12/2027
EUROPEAN UNION	15/12/2017	017597329	01/05/2018	15/12/2027



- Trademark « »

TERRITORY	DATE OF FILING	FILING NUMBER	DATE OF REGISTRATION	NEXT RENEWAL DATE
UNITED STATES OF AMERICA	27/10/2016	87217555	20/03/2018	20/03/2028



- Trademark « »

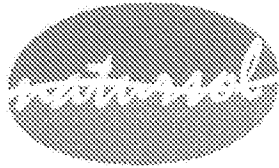
TERRITORY	DATE OF FILING	FILING NUMBER	DATE OF REGISTRATION	NEXT RENEWAL DATE
UNITED KINGDOM	03/07/2009	UK00002520837	15/01/2010	03/07/2029



- Trademark « »

TERRITORY	DATE OF FILING	FILING NUMBER	DATE OF REGISTRATION	NEXT RENEWAL DATE
UNITED STATES OF AMERICA	31/10/2016	87220895	08/08/2017	08/08/2027





- Trademark « »

TERRITORY	DATE OF FILING	FILING NUMBER	DATE OF REGISTRATION	NEXT RENEWAL DATE
UNITED KINGDOM	03/06/2009	UK00002517785	18/09/2009	03/06/2029



- Trademark « »

TERRITORY	DATE OF FILING	FILING NUMBER	DATE OF REGISTRATION	NEXT RENEWAL DATE
UNITED KINGDOM	15/12/2017	UK00917607491	01/05/2018	15/12/2027
EUROPEAN UNION	15/12/2017	017607491	01/05/2018	15/12/2027

