

## TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900711957		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABB ASEA BROWN BOVERI LTD		07/01/2021	Company: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Troax AB		
<b>Street Address:</b>	Tyngeln		
<b>City:</b>	Hillerstorp		
<b>State/Country:</b>	SWEDEN		
<b>Postal Code:</b>	335 74		
<b>Entity Type:</b>	Company: SWEDEN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3328241	QUICK-GUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165925000		
<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>	2165925000		
<b>Email:</b>	trademarks@tuckerellis.com		
<b>Correspondent Name:</b>	TUCKER ELLIS LLP		
<b>Address Line 1:</b>	950 MAIN AVE, SUITE 1100		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44113		
<b>ATTORNEY DOCKET NUMBER:</b>	015064-100010		
<b>NAME OF SUBMITTER:</b>	M.David Galin		
<b>SIGNATURE:</b>	/M.David Galin/		
<b>DATE SIGNED:</b>	08/16/2022		
<b>Total Attachments: 6</b>			
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# TRADEMARK ASSIGNMENT AGREEMENT

between

**ABB Asea Brown Boveri Ltd**

as Assignor

and

**Troax AB**

as Assignee

This Assignment Agreement (the "Agreement") is dated 1 July 2021, and entered into by and between the following parties (the "Parties"):

- (1) ABB Asea Brown Boveri Ltd, a company organized and existing under the laws of Switzerland, with company number CHE-106.239.600, whose registered office is at Affolternstrasse 44, CH-8050 Zurich, Switzerland (the "Assignor"), and
- (2) Troax AB, a company organized and existing under the laws of Sweden, Reg. No. 556093-5719, whose registered office is at Tyngeln 335 74 Hillerstorp, Sweden (the "Assignee").

**WITNESSETH:**

WHEREAS, ABB Electrification Sweden AB, Reg. No. 559198-4538, 721 71 Västerås, Sweden ("ABB EL Sweden") manufactures and sells fence guard systems for industrial machines, including robots under the trademark Quick-Guard. (the "Fencing Business");

WHEREAS, on 30 April 2021, ABB EL Sweden and the Assignee have entered into an asset purchase agreement (the "Asset Purchase Agreement") for the sale and purchase of certain assets related to the Fencing Business;

WHEREAS, Assignor is the owner of trademarks listed in ANNEX 1 and proprietor of the applications for registration of trademarks listed in ANNEX 1 (collectively the "Trademark(s)"), and intends to sell the Trademarks and – for this purpose – to enter into this Agreement,

WHEREAS, Assignee intends to purchase the Trademarks and – for this purpose – to enter into this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and subject to and on the terms and conditions herein set forth, the Parties hereto agree as follows:

**1. INTERPRETATION AND RELATED MATTERS**

**1.1 Definitions**

Unless the context of this Agreement provides otherwise, the following terms shall have the meanings set out below:

"Affiliate": with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise;

"Applicable Law": (a) any applicable domestic or foreign law, including any statute, subordinate legislation or treaty; (b) any applicable guideline, directive, rule, standard, requirement, policy, order, judgement, injunction, award or decree of a Governmental Authority, whether or not having the force of law;

"Business Day": a day other than a Saturday, Sunday or other day on which commercial banks in Zurich, Switzerland are authorized or required by law to close;

"Governmental Authority": any federal, state, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court, tribunal, arbitrator or arbitral body;

"Party": a party to this Agreement;

"Person": any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, Governmental Authority or other entity of any kind;

"Tax", "Taxes": all taxes including value added tax, customs duties and other duties including stamp duties, and similar payments of any nature whatsoever or wheresoever imposed, including withholding, payments securing tax and all penalties and interests hereto;

"Trademarks": all the registrations of and applications for registration of trademarks as listed in ANNEX 1;

"USD": the currency United States Dollars.

1.2 Interpretation

The following provisions shall apply in connection with the interpretation of this Agreement:

- 1.2.1 Any reference to Clauses, Sections, and ANNEXES are, unless otherwise stated, references to Clauses, Sections, and ANNEXES of or to this Agreement. The headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.2.2 The ANNEXES form an integral part of this Agreement and are equally binding therewith. Any reference to this Agreement shall include such ANNEXES.
- 1.2.3 Any reference to a statutory provision shall include a reference to the provision as modified or re-enacted, or both, from time to time and any subordinate legislation made under such statutory provision.
- 1.2.4 References to a Party shall include any permitted assignee or successor to such Party in accordance with this Agreement.
- 1.2.5 If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in the location of performance, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in such location.

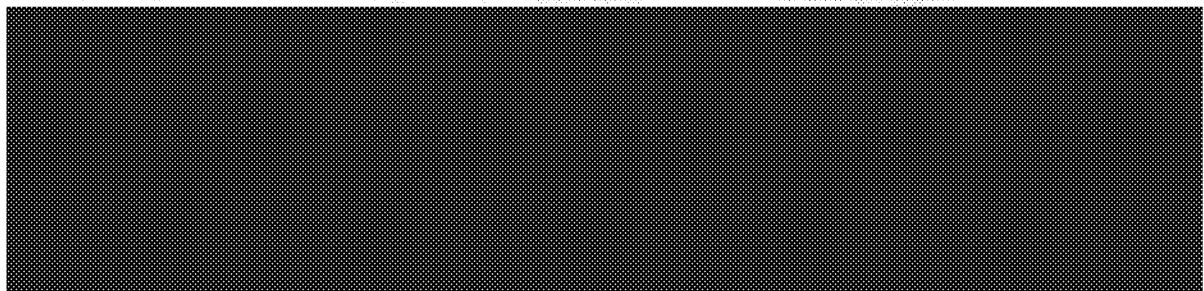
2. ASSIGNMENT AND PAYMENT

2.1 The Assignor hereby assigns to the Assignee:

- 2.1.1 all right, title and interest in and to the Trademarks together with the goodwill of the business relating to the goods and services with which the Trademarks are used; and
- 2.1.2 all rights which the Assignor may have acquired through use and/or the reputation and/or the registration of any of the Trademarks by or on behalf of the Assignor and/or its predecessors in title; and
- 2.1.3 all rights to take legal action or obtain legal and/or administrative relief in respect of infringement or other unauthorised use of the Trademarks including accrued rights to sue for past infringements.

2.2 The Assignee hereby accepts the assignment of the Trademarks.

2.3 The Assignee shall pay to the Assignor for the assignment of the rights identified in Section 2.1 the sum of



2.4 The Assignee shall take the assignment of the Trademarks.

3. FURTHER ASSURANCE AND TAX

3.1 The Assignor hereby agrees upon the written request of the Assignee and at the Assignee's sole cost and expense to execute and/or to procure the execution of all transfer documents, recordal forms, transfer forms, powers of attorney and any other documents as may be required to effect the recordal of assignment of the Trademarks made under this Agreement.

3.2 If, and to the extent that, the assignments made under this Agreement are the subject of any Taxes, it shall be the sole responsibility of each Party to present this Assignment Agreement and/or other documents as necessary to the relevant authorities and to pay, subject to Section 2.3, any Taxes in accordance with the requirements of such authorities in accordance with Applicable Law.

4. NO WARRANTIES

4.1 EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE TRADEMARKS ARE ASSIGNED BY ASSIGNOR "AS IS," WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ALL USES OF THE TRADEMARKS ARE AT THE RISK OF ASSIGNEE, AND ASSIGNOR IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY, PROPERTY OR ANY OTHER LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OF THE TRADEMARKS.

5. GENERAL PROVISIONS

5.1 Entire Agreement

This Agreement and all agreements or documents referred to herein contain the entire understanding of the Parties hereto with respect to the subject matter contained herein and supersede and cancel all prior agreements, negotiations, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter.

5.2 Date of Effectiveness

This Agreement shall become effective as of 1 July 2021.

5.3 Severability

If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable under the law of any jurisdiction, the validity, legality and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the validity, legality and enforceability of the whole Agreement in any other jurisdiction shall not be affected. In the event any provision is held in any proceeding to be invalid, illegal or unenforceable, the Parties shall replace that provision with a new provision permitted by law and having an economic effect as close as possible to the deficient provision.

5.4 Notices

5.5 Notifications to be made under this Agreement are validly made by registered mail or PDF-copy by e-mail to the following addresses:

If to Assignor:

ABB Asea Brown Boveri Ltd  
Attn.: Sarah Seiler  
Affolternstrasse 44, 8050 Zurich, Switzerland  
e-mail: sarah.seiler@ch.abb.com

with copy to:

ABB AB  
Attn.: Peter Flodin  
Kopparbersvägen 2, 721 71, Sweden  
e-mail: peter.flodin@se.abb.com

If to Assignee:

Troax AB  
Attn.: Mikael Carlsson  
Tyngeln 335 74 Hillerstorp, Sweden  
e-mail: Mikael.carlsson@troax.com



Address changes have to be notified without delay to the other Party; as long as no such notification of change of address is received, notifications hereunder are validly made to the last valid address in accordance with this clause. Notifications shall be deemed to have been received (i) 5 Business Days after dispatch if sent by registered mail; (ii) if delivered by hand, at the time of delivery or (iii) if sent as a PDF copy by e-mail, at the time of receipt by the sender of an electronic delivery receipt notification; except that if a communication is received between 5.30 pm on a Business Day and 9.30 am on the next Business Day, it shall be deemed to have been received at 9:30am on the second of such Business Days.

5.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Switzerland under exclusion of its conflict of laws rules and the United Nations Convention on International Sale of Goods. Any dispute or difference arising out of or in connection with this agreement, including any question regarding its existence, validity or termination or the legal relationships established by this Agreement which cannot be settled amicably shall be resolved by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English. The Parties undertake and agree that arbitral proceedings conducted under this Agreement shall be kept strictly confidential. All information disclosed in the course of such arbitral proceedings, as well as any decision or award made shall constitute confidential information.


5.7 Counterparts

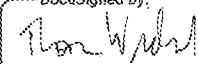
Each Party accepts the terms of this Agreement by signing this Agreement. This Agreement may be signed in one or more counterparts (including digital copies of original signatures), each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Once signed, any reproduction of this Agreement made by reliable means is considered an original. The parties acknowledge electronic signature (e.g. Adobe Sign, DocuSign or similar which ensures identification of the issuer and the integrity of the document) applied by authorized persons, to be sufficient and binding for entering into this Agreement and for any documents related to this agreement, including, without limitation, documents which require written form or which require to be signed by the parties.

Each of the Parties hereto has caused this Agreement to be executed by its duly authorised representatives on the date first set forth above.

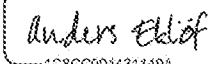
ABB Asea Brown Boveri Ltd

Troax AB

By:   
Printed name: Natascia Rubinic  
Title: Authorized Signatory

DocuSigned by:  
  
By: \_\_\_\_\_  
Printed name: Thomas Widstrand  
Title: CEO

By:   
Printed name: Christian Hediger  
Title: Authorized Signatory

DocuSigned by:  
  
By: \_\_\_\_\_  
Printed name: Anders Eklöf  
Title: CFO



**ANNEX 1**  
**Trademarks**

Trademark title	Class	Date of registration	Registration No.	Expiry date	Territory
QUICKGUARD	6,19	1999-10-18	665133	2027-10-29	European Union
QUICKGUARD	6,19	2011-12-12	623637	2031-05-02	Switzerland
QUICKGUARD	6,19	1999-10-18	UK00900665 133	2027-10-29	United Kingdom
QUICK-GUARD	6	2007-11-06	3328241	2027-11-06	United States of America

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