

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eurotherm Holdings Limited		08/09/2022	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Eurotherm Limited		
Street Address:	Stafford Park 5		
City:	Telford, Shropshire		
State/Country:	UNITED KINGDOM		
Postal Code:	TF3 3BL		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	73803641	CHESSELL	
Serial Number:	73803620	EUROTHERM	
Serial Number:	77060258	EYCON	
Serial Number:	78266975	MINI8	
Serial Number:	85531894	PICCOLO	
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>			
Phone:	617-459-1997		
Email:	nicole.linehan@se.com		
Correspondent Name:	Nicole L. Linehan		
Address Line 1:	800 Federal Street		
Address Line 2:	Legal Department (2C-PR013)		
Address Line 4:	Andover, MASSACHUSETTS 01810		
DOMESTIC REPRESENTATIVE			
Name:	Nicole L. Linehan		
Address Line 1:	800 Federal Street		
Address Line 2:	Legal Department (2C-PR013)		

CH \$140.00 73803641

Address Line 4: Andover, MASSACHUSETTS 01810	
NAME OF SUBMITTER:	Nicole Linehan
SIGNATURE:	/nil/
DATE SIGNED:	10/20/2022
Total Attachments: 12 source=IP Assignment Agreement (09.08.2022)#page1.tif source=IP Assignment Agreement (09.08.2022)#page2.tif source=IP Assignment Agreement (09.08.2022)#page3.tif source=IP Assignment Agreement (09.08.2022)#page4.tif source=IP Assignment Agreement (09.08.2022)#page5.tif source=IP Assignment Agreement (09.08.2022)#page6.tif source=IP Assignment Agreement (09.08.2022)#page7.tif source=IP Assignment Agreement (09.08.2022)#page8.tif source=IP Assignment Agreement (09.08.2022)#page9.tif source=IP Assignment Agreement (09.08.2022)#page10.tif source=IP Assignment Agreement (09.08.2022)#page11.tif source=IP Assignment Agreement (09.08.2022)#page12.tif	

DATED 9 August **2022**

EUROTHERM HOLDINGS LIMITED

and

EUROTHERM LIMITED

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is made on 9 August 2022.

PARTIES:

1. **EUROTHERM HOLDINGS LIMITED** whose registered office is Stafford Park 5, Telford, Shropshire, England TF3 3BL (incorporated in England with registration number 01223911 (the "**Assignor**")); and
2. **EUROTHERM LIMITED** whose registered office is at Stafford Park 5, Telford, Shropshire, TF3 3BL, England (incorporated in England with registration number 00853008) (the "**Assignee**").

BACKGROUND:

- (A) The Assignor is the registered proprietor of the Trade Marks (as defined below).
- (B) The Assignor is the registrant of the Domain Names (as defined below).
- (C) The Assignor has agreed to assign and/or transfer (as applicable) the Trade Marks and the Domain Names to the Assignee on and subject to the terms of this Agreement.

WHEREBY IT IS AGREED as follows:

1. Interpretation

1.1 In this Agreement (including the recitals):

"Affiliate" means, with respect to a person, any other person that directly or indirectly, through one or more intermediaries, is Controlled by, under common Control with or which Controls, that first person;

"British Sterling" means the lawful currency of the United Kingdom as constituted at the date of this Agreement;

"Control" means, in relation to a person:

- (i) holding or controlling, directly or indirectly, a majority of the voting rights exercisable at shareholder meetings (or the equivalent) of that person;
- (ii) having, directly or indirectly, the right to appoint or remove directors holding a majority of the voting rights exercisable at meetings of the board of directors (or the equivalent) of that person; or
- (iii) having, directly or indirectly, the ability to direct or procure the direction of the

management and policies of that person, whether through the ownership of shares (or equivalent equity interests), by contract or otherwise,

and “**Controls**” and “**Controlled**” shall be construed accordingly;

“**Domain Names**” means all domain names in Schedule 2, including without limitation whatever right the Assignor has to be registered as the registrant of the domain name at the relevant domain name registries;

“**Tax**” means all taxes, levies, duties and imposts and any charges, deductions or withholdings in the nature of tax, together with all penalties, charges and interest relating to any of them or to any failure to file any return required for the purposes of any of them;

“**Tax Authority**” means any authority responsible for the collection or management or enforcement of any Tax;

“**Trade Marks**” means all trade marks, service marks, and applications for any of the foregoing, in each case which are in Schedule 1;

“**VAT**” means:

- (i) any Tax imposed in compliance with the council directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112);
- (ii) to the extent not included in paragraph (i) above, any value added tax imposed by Value Added Tax Act 1994 and legislation and regulations supplemental thereto; and
- (iii) any other Tax of a similar nature to the Taxes referred to in paragraph (i) or paragraph (ii) above, whether imposed in the United Kingdom or a member state of the EU in substitution for, or levied in addition to, the Taxes referred to in paragraph (i) or paragraph (ii) above or imposed elsewhere.

2. Assignment

2.1 In consideration of the sum of £1 (one pound British Sterling) now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor hereby irrevocably assigns, transfers, conveys and delivers to the Assignee:

- (A) all its right, title and interest in and to the Trade Marks together with all goodwill of the business in relation to which such Trade Marks are used (but no other or greater goodwill), including, without limitation, all rights, privileges and advantages thereto including, all income, royalties and other payments now or hereafter due and payable with respect to any of the Trade Marks, and all causes of action arising from any past, present or future infringement, dilution or other violation of any of the Trade Marks, and to obtain and retain any damages and other remedies in respect thereof, to hold unto the Assignee absolutely; and
- (B) all its right, title and interest in and to the Domain Names.

2.2 The Assignee hereby accepts the foregoing assignments.

3. Further Assurance

3.1 The Assignor agrees to, at its own cost, execute such further documentation and perform such further actions with respect to the Trade Marks and the Domain Names, as reasonably required to record the assignments set forth under this Agreement with the applicable government authority, and secure the vesting in the Assignee of all rights in the Trade Marks and the Domain Names assigned to the Assignee under this Agreement.

3.2 In particular, the Assignor shall, at its own cost, take such steps as are necessary to authorise an online transfer of the Domain Name, and complete and submit to any relevant registrar such documents as that registrar may require to recognise the Assignee as the registrant of the relevant Domain Name.

4. Tax

4.1 All payments made under this Agreement shall be made gross, free of any right of counterclaim or set-off and without deduction or withholding of any kind other than any deduction or withholding required by law.

4.2 If a party (the "payer") makes a deduction or withholding required by law from a payment to another party (the "payee") under this Agreement, the sum due from the payer shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the payee receives a sum equal to the sum it would have received had no deduction or withholding been made.

4.3 If anything done under this Agreement constitutes a supply of goods or services by a party (or a member of its group for VAT purposes) (the "Supplier") to another party (the "Recipient") in respect of which the Supplier (or a member of its group for VAT purposes) is liable to account for VAT to any Tax Authority, the Recipient shall pay to such Supplier (in addition to any other amounts payable under this Agreement) an amount equal to any VAT recoverable by the Recipient for which such Supplier (or a member of its group for VAT purposes) is liable to account to such Tax Authority on the supply against delivery by the Supplier to the Recipient of a valid VAT invoice.

4.4 The Assignor shall bear any stamp duty, stamp duty reserve tax or other transfer Taxes or registration duties or fees or any equivalent in any jurisdiction arising from any

matters contemplated or effected by this Agreement and the Assignor shall indemnify (on an after-Tax basis) and hold harmless the Assignee accordingly.

5. Restrictions on Assignment of Rights

5.1 Assignor shall not, without the prior written consent of Assignee:

- (A) assign, or purport to assign, except to an Affiliate, all or any part of the benefit of, or its rights or benefits under this Agreement together with any causes of action arising; or
- (B) make a declaration of trust in respect of or enter into any arrangement whereby it agrees to hold in trust for any other person all or any part of the benefit of, or its rights or benefits under this Agreement.

6. Entire Agreement

6.1 Each party acknowledges and agrees that:

- (A) in entering into this Agreement it is not relying upon any pre-contractual statement which is not expressly repeated in this Agreement;
- (B) it shall have no right of action against any other party to this Agreement arising out of or in connection with any pre-contractual statement;
- (C) its only right or remedy in connection with this Agreement shall be for breach of contract to the exclusion of all other rights and remedies (including, for the avoidance of doubt, those for misrepresentation); and
- (D) nothing in this clause 6.1 shall exclude or limit any liability for fraud or any remedy which cannot be waived as a matter of applicable law.

6.2 For the purposes of this clause 6, "**pre-contractual statement**" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement made or given by any person at any time prior to the date of this Agreement.

6.3 If there is any conflict between the terms of this Agreement and any other related agreement, this Agreement shall prevail, save in the case of any overriding mandatory provisions of a law other than English law that is applicable.

6.4 This Agreement may only be varied in writing signed by each of the parties. For this purpose, a variation to this Agreement shall include any addition, deletion, supplement or replacement, howsoever effected.

7. Counterparts

7.1 This Agreement may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

7.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

8. Invalidity

8.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(A) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(B) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

9. Language

Each notice, demand, request, statement, instrument, certificate, or other communication under or in connection with this Agreement shall be in English.

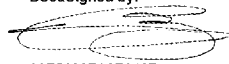
10. Governing Law

This Agreement shall be governed by, and construed in accordance with, English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English laws. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties and is intended to be and is hereby delivered on the date first above written.

Assignor

Signed by Antoine Sage)
for and on behalf of)
EUROTHERM HOLDINGS LIMITED)

DocuSigned by:

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Assignee

Signed by)
for and on behalf of)
EUROTHERM LIMITED)

IN WITNESS WHEREOF this Agreement has been duly executed by the parties and is intended to be and is hereby delivered on the date first above written.

Assignor

Signed by)
for and on behalf of)
EUROTHERM HOLDINGS LIMITED)

Assignee

Signed by Nicole Linehan)
for and on behalf of)
EUROTHERM LIMITED)

DocuSigned by:
Nicole Linehan
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**Schedule 1
(Trade Marks)**

Trade Mark	Jurisdiction	Application No.	Class(es)	Filing date
CHESELL	China	283187	9	1986-May-19
CHESELL	UK	1162423	9	1981-Oct-06
CHESELL	UK	1512474	9	1992-Sep-14
CHESELL	USA	73/803,641	9	1989-May-31
E (and Design)	UK	2009733	16; 42	1995-Feb-02
EUROTHERM	Australia	704773	9; 16; 37; 42	1996-Mar-20
EUROTHERM	China	919892	37	1996-Dec-21
EUROTHERM	China	923952	42	1996-Dec-21
EUROTHERM	China	916283	16	1996-Dec-21
EUROTHERM	China	918474	9	1996-Dec-21
EUROTHERM	EU	120154	9; 16; 37; 42	1996-Apr-01
EUROTHERM	UK	UK00900120154	9; 16; 37; 42	1996-Apr-01
EUROTHERM	Hong Kong	302383948	9	2012-Sep-20
EUROTHERM	Hong Kong	1823/1995	37	1995-Feb-16
EUROTHERM	Hong Kong	1822/1995	42	1995-Feb-16
EUROTHERM	Hong Kong	3265/1995	16	1995-Mar-20
EUROTHERM	India	1398985	9	2005-Nov-14
EUROTHERM	India	476302	9	1994-Aug-04
EUROTHERM	India	661211	16	1995-Apr-03
EUROTHERM	Israel	104219	9	1996-Mar-24
EUROTHERM	Japan	7-119652	37	1995-Nov-20

EUROTHERM	Japan	7-119651	9	2000-Jan-21
EUROTHERM	New Zealand	263754	9	1996-Jun-20
EUROTHERM	Norway	188258	9; 16; 37; 42	1998-Feb-05
EUROTHERM	Republic of Korea	4019950019753	9	1997-Jan-28
EUROTHERM	Singapore	T9501164F	9	1995-Feb-10
EUROTHERM	Singapore	T9501165D	16	1995-Feb-10
EUROTHERM	South Africa	96/03767	9	1996-Mar-20
EUROTHERM	Taiwan	748759	9	1997-Mar-16
EUROTHERM	UK	1512987	9; 16; 37; 42	1992-Sep-14
EUROTHERM	USA	73/803,620	9	1989-May-31
EUROTHERM SUITE	Canada	1,021,942	9; 42	1999-Jul-08
EUROTHERM SUITE	EU	1233469	9; 16; 37; 42	1999-Jul-05
EUROTHERM SUITE	UK	UK00901233469	9; 16; 37; 42	1999-Jul-05
EYCON	USA	77/060,258	9	2006-Dec-08
EYCON	EU	5540232	9	2006-Dec-11
EYCON	UK	UK00905540232	9	2006-Dec-11
EYRIS	EU	5540208	9	2006-Dec-11
EYRIS	UK	UK00905540208	9	2006-Dec-11
MINI8	EU	3106333	9	2003-Mar-24
MINI8	UK	UK00903106333	9	2003-Mar-24
MINI8	USA	78/266,975	9	2003-Jun-25
PICCOLO	Brazil	904623165	9	2012-Mar-20
PICCOLO	Canada	1,562,445	9	2012-Feb-02

PICCOLO	France	13/3989175	9	2012-Feb-02
PICCOLO	South Africa	2012/03112	9	2012-Feb-09
PICCOLO	Spain	3055610	9	2012-Nov-29
PICCOLO	UK	2645863	9	2012-Feb-02
PICCOLO	USA	85/531,894	9	2012-Feb-02
TCS	UK	1512903	9; 37	1992-Sep-14

**Schedule 2
(Domain Name)**

Domain name	Extension	Registrar
<eurotherm.tm.fr>	tm.fr	Nameshield