

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789581

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900749841		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMITHS MEDICAL ASD, INC.		07/12/2021	Corporation: DELAWARE
Smiths Medical International Limited		07/12/2021	Corporation: ENGLAND
RECEIVING PARTY DATA			
Name:	Smiths Detection Inc.		
Street Address:	2202 Lakeside Blvd		
City:	Edgewood		
State/Country:	MARYLAND		
Postal Code:	21040		
Entity Type:	Company: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4633790	CYRANOSE	
Registration Number:	2914724	ENOSE	
CORRESPONDENCE DATA			
Fax Number:	3124199440		
<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:	312-380-6504		
Email:	dgurfinkel@dennemeyer-law.com		
Correspondent Name:	Daniel M. Gurfinkel		
Address Line 1:	Dennemeyer & Associates, LLC		
Address Line 2:	2 North Riverside Plaza, Suite 1500		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	30100-10166712T 1442144R2		
NAME OF SUBMITTER:	Daniel M. Gurfinkel		
SIGNATURE:	/daniel m. gurfinkel/		
DATE SIGNED:	02/24/2023		
Total Attachments: 10			

source=assignment#page1.tif
source=assignment#page2.tif
source=assignment#page3.tif
source=assignment#page4.tif
source=assignment#page5.tif
source=assignment#page6.tif
source=assignment#page7.tif
source=assignment#page8.tif
source=USPTO. ETAS. Receipt R#page1.tif
source=USPTO. ETAS. Receipt R#page2.tif

WHITE & CASE

Dated 12 July 2021

Deed of Assignment of Trade Marks

between

Smiths Medical ASD, Inc.

and

Smiths Medical International Limited
as Assignors

and

Smiths Detection Inc.

as Assignee

White & Case LLP
5 Old Broad Street
London EC2N 1DW

TRADEMARK
REEL: 007984 FRAME: 0319

This Deed of Assignment is made the 12 day of July 2021 between:

- (1) **Smiths Medical ASD, Inc.**, a company incorporated under the laws of Delaware, USA with registered number 2059958 and whose registered office is at Registered Agent Solutions Inc., 1679 S. DuPont Highway, Suite 100, Dover, DE 19901;
- (2) **Smiths Medical International Limited**, a company incorporated under the laws of England and Wales with registered number 00362847 and whose registered office is at 1500 Eureka Park, Lower Pemberton, Ashford, Kent, TN25 4BF, England,

(together, the “**Assignors**”); and

- (3) **Smiths Detection Inc.**, a company incorporated under the laws of Nevada, USA with registered number C23520-1997 and with a principal place of business at 2202 Lakeside Blvd, Edgewood, Maryland, 21040, USA (the “**Assignee**”),

(each, a “**Party**” and together, the “**Parties**”).

Whereas

- (A) The Assignors and the Assignee are affiliates. The Assignors are the registered proprietors of certain trade marks as set out in Schedule 1.
- (B) In connection with a corporate reorganisation, the Assignors have each agreed to assign all of their respective rights, title and interest in and to these trade marks to the Assignee on the terms of this Deed.
- (C) The Parties intend to execute this document as a deed.

This Deed witnesses as follows:

1. Definitions and Interpretation

1.1. In this Deed, the following expressions shall have the following meanings:

“**Trade Marks**” means the registered trade marks that are listed in Schedule 1 to this Deed.

1.2. In this Deed:

- 1.2.1. references to “**include**” or “**including**” are to be construed without limitation;
- 1.2.2. references to the Schedule are to the schedule of this Deed. The Schedule forms part of this Deed;
- 1.2.3. references to any statute or statutory provision include a reference to that statute or statutory provision as amended, repealed, consolidated or replaced from time to time (whether before or after the date of this Deed) and include any subordinate legislation made under the relevant statute or statutory provision; and
- 1.2.4. references to any English legal term for any action, remedy, method of financial proceedings, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term.

2. Assignment

2.1. In consideration for the payment from the Assignee to each of the Assignors of £1, receipt of which the Assignors acknowledge, each of the Assignors hereby assigns, transfers and conveys to the Assignee absolutely, and the Assignee accepts the assignment of, subject to the terms and conditions of any licences granted to third parties:

- 2.1.1. all of that Assignor's right, title and interest in and to the Trade Marks, together with all the goodwill relating to the goods or services in respect of which the Trade Marks are registered or used; and
- 2.1.2. all statutory and common law rights attaching to the Trade Marks, including:
 - 2.1.2.1. the right to bring, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages or account for profits recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this Deed; and
 - 2.1.2.2. the right to file applications corresponding to, or based on, any of the applications for the Trade Marks, and to claim priority from those applications.

3. Further Assurances

- 3.1. At the Assignee's expense and direction, each of the Assignors shall:
 - 3.1.1. promptly execute all such documents and to do all such things as the Assignee may reasonably request to give full effect to the provisions of this Deed and to secure to the Assignee the full benefit of the rights assigned to the Assignee under this Deed, including at the Assignee's direction, execution of any short form confirmatory assignments, recordal instruments or other documents to enable the Assignee to fulfil all relevant national registry requirements for the registration or recordal of the assignment of any of the Trade Marks without filing this Deed with the relevant registries; and
 - 3.1.2. pending formal registration or recordal of the assignment to the Assignee of any of the Trade Marks of which that Assignor is the registrant:
 - 3.1.2.1. to the extent the Assignee is not legally permitted to do so, pay all applicable application, filing, registration, renewal, annuity, search fees and other fees relating to those Trade Marks as they fall due and promptly satisfy all official actions issued by any relevant trade mark registry or authority in relation to those Trade Marks;
 - 3.1.2.2. ensure that copies of all correspondence that it, or its agents, receive in relation to those Trade Marks (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee; and
 - 3.1.2.3. provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions, oppositions or proceedings relating to any of those Trade Marks (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee, in each case where this is necessary to preserve the Assignee's rights in those Trade Marks).
- 3.2. Each of the Assignors appoints the Assignee to be its attorney in its name and on its behalf, to execute documents, use that Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Deed. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignors' obligations under this Deed and the proprietary interest of the Assignee in the Trade Marks and so long as such obligations of the relevant Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the relevant Assignor, save with the consent of the Assignee.

4. No Representations, Warranties or Covenants

The Assignors do not make, nor shall be deemed to have made, to the Assignee any express or implied representation or warranty or implied covenant, in each case with respect to the Trade Marks.

5. Law and Jurisdiction

- 5.1. This Deed and any non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.
- 5.2. Each of the Parties irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, which may arise out of or in connection with this Deed and that accordingly any proceedings arising out of or in connection with this Deed shall be brought only in such courts. Each of the Parties irrevocably submits and agrees to submit to the jurisdiction of such courts and waives (and agrees not to raise) any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in any inconvenient forum or any other ground.

6. Miscellaneous

- 6.1. No variation of this Deed shall be effective unless it is in writing and signed by or on behalf of the Parties.
- 6.2. If any provision of this Deed shall be held to be invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable laws.
- 6.3. A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Deed.
- 6.4. This Deed may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Deed, but all counterparts shall together constitute one and the same instrument.

This document has been executed and delivered as a deed on the date which first appears above.

[Signature blocks overleaf]

Executed as a Deed on behalf of Smiths
Medical ASD, Inc., a company incorporated in
Delaware, USA, by Jeff Wood,
being a person who, in accordance with the
laws of that territory, is acting under the
authority of the company in the presence of:

} Jeff Wood

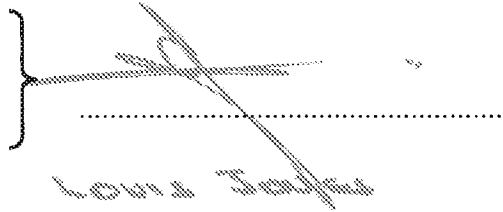
Signature of
witness: Lori Sylvia

Name (in BLOCK
CAPITALS): Lori Sylvia

Address:
5700 Upper Metro Place Ste 200
Dublin OH 43017

Occupation:
Administrative Coordinator

Executed as a Deed by Smiths Medical
International Limited
acting by a director
in the presence of:



A handwritten signature, "Louis Taylor", is written over a horizontal dotted line. A large bracket is drawn to the left of the signature, extending upwards and downwards, indicating that the signature is for the director mentioned in the text above.

Signature of witness: Kathy Surry

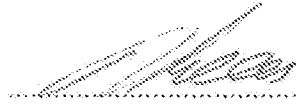
Name (in BLOCK CAPITALS): KATHY SURRY

Address: 1500 EUREKA PARK
ASHFORD, KENT

Occupation: GLOBAL MARKET INTELLIGENCE SENIOR MANAGER

Executed as a Deed on behalf of **Smiths
Detection, Inc.**, a company incorporated in
Nevada, USA, by RICHARD BEEM
being a person who, in accordance with the
laws of that territory, is acting under the
authority of the company in the presence of:

}



.....

Signature of
witness: [Signature]

Name (in BLOCK
CAPITALS): JAMES L. RICE, JR

Address:
2202 Lakeside Blvd.

Edgewood, MD 21040

Occupation:
Accountant

[Signature page to Trade Mark Assignment Deed between Smiths Medical ASD, Inc., SMH, and Smiths Detection Inc.]

Schedule 1: Trade Marks

Mark	Class	Country	Application/Registration Number	Status	Assignor
CYRANOSE	9	United States	4633790	Registered	Smiths Medical ASD, Inc.
ENOSE	9	United States	2914724	Registered	Smiths Medical ASD, Inc.
ENOSE	10	United Kingdom	UK00911467727	Registered	Smiths Medical International Limited
ENOSE	10	EU	011467727	Registered	Smiths Medical International Limited