

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814433

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EUTEK SYSTEMS, INC.		05/25/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HYDRO INTERNATIONAL LIMITED		
<b>Street Address:</b>	Unit 2 Rivermead Court		
<b>Internal Address:</b>	Kenn Business Park Windmill Road, Kenn		
<b>City:</b>	Clevedon		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	BS21 6FT		
<b>Entity Type:</b>	limited company: ENGLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3630125	HEADCELL	
<b>Registration Number:</b>	3634189	GRIT SNAIL	
<b>Registration Number:</b>	3580196	TEACUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028576395		
<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>	2028576000		
<b>Email:</b>	tmdocket@afslaw.com		
<b>Correspondent Name:</b>	Diana S. Bae, Esq		
<b>Address Line 1:</b>	ArentFox Schiff LLP, 1717 K Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20006-5344		
<b>ATTORNEY DOCKET NUMBER:</b>	039112.00084		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Luna M. Samman, ArentFox Schiff LLP		
<b>Address Line 1:</b>	1717 K Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20006-5344		
<b>NAME OF SUBMITTER:</b>	Diana S. Bae		

OP \$90.00 3630125

<b>SIGNATURE:</b>	/diana s. bae/
<b>DATE SIGNED:</b>	06/01/2023
<b>Total Attachments: 5</b> source=Trade Mark Assignment#page1.tif source=Trade Mark Assignment#page2.tif source=Trade Mark Assignment#page3.tif source=Trade Mark Assignment#page4.tif source=Trade Mark Assignment#page5.tif	

## **Trade Mark Assignment**

- (1) **EUTEK SYSTEMS, INC.**
- (2) **HYDRO INTERNATIONAL LIMITED**

THIS AGREEMENT is made 25 May 2023

**BETWEEN:**

**PARTIES**

- (1) **EUTEK SYSTEMS, INC.** a corporation registered under the laws of California whose address is Suite 140 2925 NW Aloclek Drive Hillsboro, Oregon 97124 United States of America ("**Eutek**"); and
  - (2) **HYDRO INTERNATIONAL LIMITED** a limited company registered under the laws of the United Kingdom under company registration no. 01606391 whose registered office address is Unit 2 Rivermead Court, Kenn Business Park Windmill Road, Kenn, Clevedon, England BS21 6FT ("**Hydro**");
- together the "**Parties**" and each a "**Party**".

**BACKGROUND**

- (A) Eutek is the proprietor of the trade marks in **Schedule 1** (the "**Trade Marks**").
- (B) Eutek has agreed to assign certain intellectual property rights to Hydro on the terms of this Agreement.

**IT IS HEREBY AGREED AS FOLLOWS:**

**1 INTERPRETATION**

- 1.1 The following rules of interpretation apply in this Agreement:
  - 1.1.1 Clause and Schedule headings shall not affect the interpretation of this Agreement.
  - 1.1.2 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
  - 1.1.3 References to clauses and the Schedule is to the clauses and Schedule of this Agreement.
  - 1.1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
  - 1.1.5 **Writing** includes faxes and emails.
  - 1.1.6 Any words following the terms **including** or **include**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**2 ASSIGNMENT**

**2.1** Eutek hereby assigns to Hydro all its rights, titles and interests in and to the Trade Marks, including;

2.1.1 all statutory and common law rights attaching to the Trade Marks, together with the goodwill relating to the goods and services in respect of which the Trade Marks are registered or used; and

2.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages or account of profits recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of the Trade Marks, whether occurring before, on or after the date of this Agreement.

**2.2** In consideration for the assignment of such rights in clause 2.1 above, Hydro shall immediately pay Eutek [REDACTED] (including any VAT), receipt of which is hereby acknowledged.

**3 FURTHER ASSURANCE**

The Parties shall promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

**4 WAIVER**

No failure or delay by a Party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**5 ENTIRE AGREEMENT**

**5.1** This Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.

**5.2** In entering into this Agreement, each Party acknowledges that it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

**5.3** Nothing in this clause shall limit or exclude any liability for fraud.

**6 VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

7 SEVERENCE

7.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

7.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

8 COUNTERPARTS

8.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

8.2 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

9 THIRD PARTY RIGHTS

No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

10 GOVERNING LAW AND JURISDICTION

10.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by Adam Neumayer

(Director)

for and on behalf of

Eutek Systems, Inc.



Signed by Simon Cox

(Director)

for and on behalf of

Hydro International Limited



Schedule 1 – the Trade Marks

Territory	Trade Mark Number	Filing Date	Trade Mark
USA	3630125	19 July 2008	HEADCELL
USA	3634189	19 July 2008	GRIT SNAIL
USA	3580196	19 July 2008	TEACUP

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 Clarke Willmott LLP Burlington House Botleigh Grange Business Park, Hedge End Southampton SO30 2AF United Kingdom  
 DX: 49665 Southampton 2, switchboard 0845 209 1000 / 0117 305 6000 w: clarkewillmott.com  
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