

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYNCREON HOLDINGS UNLIMITED COMPANY		04/17/2023	Private Unlimited Company: IRELAND
RECEIVING PARTY DATA			
Name:	SYNCREON IRELAND UNLIMITED COMPANY		
Street Address:	ASHBOURNE BUSINESS PARK, DOCK RD		
Internal Address:	Ground Floor, Ashbourne Hall		
City:	LIMERICK		
State/Country:	IRELAND		
Entity Type:	Private Unlimited Company: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3697491	SYNCREON	
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:	2163485400		
Email:	IPMailbox@mcdonaldhopkins.com		
Correspondent Name:	MCDONALD HOPKINS LLC		
Address Line 1:	600 SUPERIOR AVENUE EAST, SUITE 2100		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	34577-00010		
NAME OF SUBMITTER:	Kimberly Hefner		
SIGNATURE:	/Kimberly Hefner/		
DATE SIGNED:	06/21/2023		
Total Attachments: 10			
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DATED 17 April, 2023

syncreon Holdings Unlimited Company

syncreon Ireland Unlimited Company

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

MATHESON LLP
70 Sir John Rogerson's Quay
Dublin 2
Ireland

TEL: + 353 1 232 2000
FAX: +353 1 232 3333
57545749.2

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THIS DEED is dated 17 April, 2023 (the "Effective Date")

BETWEEN

- (1) **SYNCREON HOLDINGS UNLIMITED COMPANY** incorporated and registered in Ireland with registered company number 419911 whose registered office is at Ground Floor, Ashbourne Hall, Ashbourne Business Park Dock Road, Limerick, Ireland (referred to as the "**Assignor**").
- (2) **SYNCREON IRELAND UNLIMITED COMPANY** incorporated and registered in Ireland with registered company number 91837 whose registered office is at Ground Floor, Ashbourne Hall, Ashbourne Business Park Dock Road, Limerick, Ireland (referred to as the "**Assignee**").

BACKGROUND

- A. The Assignor is the proprietor of the Assigned Rights and is registered as the proprietor or applicant of the registered Assigned Rights.
- B. The Assignor wishes to assign the Assigned Rights to the Assignee pursuant to the terms and conditions of this deed and the Assignee wishes to receive the Assigned Rights on those terms and conditions.

1 Interpretation

1.1 In this deed the following words and expressions shall have the following meanings:

"Assigned Rights"	all Intellectual Property Rights and any other rights, title or interests in the Marks in any part of the world;
"Encumbrance"	any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set off or other third party right or interest (legal or equitable) including any assignment by way of security, right of first refusal, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase) having the same or a similar effect;
"Intellectual Property Rights"	all registered patents, trade marks, service marks and designs, applications for any of the foregoing, trade and business names, unregistered trade marks and service marks, database rights, ideas, inventions, discoveries, concepts, improvements to existing technology, processes, know-how, trade secrets, copyright (present and future), rights in designs (whether registerable or not), invention rights under licences and consents in relation to any such rights, any right in or licence to use or other entitlement in connection with any domain name (in each case to the fullest extent of it, for the full period for of it and all extensions and renewals of it) and rights of the same or

similar effect or nature in any part of the world existing now or in the future created and goodwill in relation to these rights;

"Marks"

the trade marks, particulars of which are set out in the First Schedule, including without limitation the goodwill associated therewith; and

"Registered Intellectual Property Rights"

the applications for, and registrations of, the Intellectual Property Rights in the Marks set out in the First Schedule including any renewals, extensions or revivals, and any other applications for, and registrations of, the Intellectual Property Rights in the Marks.

- 1.2 Clause and schedule headings do not affect the interpretation of this deed.
- 1.3 The schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the schedule.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.5 A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 Writing or written does not include email.
- 1.7 Words in the singular include the plural and in the plural include the singular.
- 1.8 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9 References to the Assignee and the Assignor include their successors and assigns.

2 Assignment

- 2.1 The Assignor, as full legal and beneficial owner, assigns to Assignee the following rights, free from any Encumbrance:
- 2.1.1 the Assigned Rights;
- 2.1.2 the right to apply for, prosecute and obtain patent, design or similar protection in all other countries in the world for an invention embodied by any of the applications or registrations comprised in the Assigned Rights, including the right to claim priority from such applications and registrations;

- 2.1.3 the right to apply for, prosecute and obtain trade mark or similar protection in all other countries in the world for any of the Marks included in the Assigned Rights, including the right to claim priority from such applications and registrations; and
- 2.1.4 the right to sue for damages and other remedies for any infringement of any of the rights listed in this Clause 2.1 whether the infringement was committed before or after the date of this deed.
- 2.2 To the fullest extent permissible by law the Assignor irrevocably and unconditionally waives any and all moral rights in the Assigned Rights and warrants that as of the date of this deed no such moral rights have been asserted.
- 2.3 The assignment of rights pursuant to Clause 2.1 represents a gratuitous contribution from the Assignor to the Assignee and shall be made with the intention, agreement and understanding that it will be irrevocable and unconditional in all respects.

3 Representations and Warranties

- 3.1 The Assignor represents and warrants to the Assignee that as of the date of this deed:
 - 3.1.1 so far as the Assignor is aware that the use, possession or exploitation by the Assignee of the rights in the Assigned Rights assigned to it do not and will not infringe the rights, including the Intellectual Property Rights, of any third party;
 - 3.1.2 the Assignor is the sole legal and beneficial owner of the Assigned Rights;
 - 3.1.3 the Assigned Rights consisting of registered Intellectual Property Rights have been maintained and are in force, and all application, registration and renewal fees due as of the Effective Date hereof have been paid;
 - 3.1.4 so far as the Assignor is aware the Assignor has not assigned any rights in the Assigned Rights and nothing has been done, omitted or permitted whereby any of the Assigned Rights has ceased or might cease to be valid and enforceable;
 - 3.1.5 the Assignor is not aware of any infringement of the Assigned Rights by any person and there are no outstanding or pending claims against the Assignor alleging that the Assigned Rights infringe the Intellectual Property Rights of a third party; and
 - 3.1.6 there are no Encumbrances over the Assigned Rights and the Assignor has not agreed to create any other Encumbrances over the Assigned Rights.
- 3.2 Each of the representations and warranties is separate and, unless expressly provided to the contrary, is not limited by reference to any other representation, warranty or anything in this deed.
- 3.3 The Assignor shall indemnify the Assignee against all and any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Assignee arising out of any breach by the Assignor of any of its representations and warranties under this deed.

4 Further Assurance and Proceedings

- 4.1 The Assignor shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time require in order to give the Assignee the full benefit of this deed, whether in connection with any registration of title, or other similar Assigned Right.
- 4.2 The Assignor agrees and undertakes to provide to the Assignee at its request and cost all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

5 Notices

- 5.1 Any notice or other communication required or permitted to be given or made under this deed shall be in writing and addressed to the receiving Party at its registered address, or at such other contact details as the Parties may notify each other from time to time.

6 Costs

- 6.1 Unless otherwise provided, all costs and expenses in connection with the negotiation, preparation, execution and performance of this deed, and any documents referred to in it, shall be borne by the party that incurred the costs.

7 No Partnership or Agency

- 7.1 Nothing in this deed shall be deemed to constitute a partnership between the parties to this deed, nor constitute any party the agent of another party for any purpose.

8 Non-Application of Contra Proferentem

- 8.1 In the event that an ambiguity or question of intent or interpretation arises this deed shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any of the provisions of this deed.

9 Whole Agreement and Variation

- 9.1 This deed contains the whole agreement between the parties relating to the assignment of the Assigned Rights as of the Effective Date to the exclusion of any terms implied by law which may be excluded by contract and it shall supersede, cancel and replace any and all previous agreements made between both parties to this deed relating to its subject matter.
- 9.2 No variation of this deed shall be effective unless in writing and signed by or on behalf of each of the parties.

10 Waiver

- 10.1 Any liability to either party under the provisions of this deed may in whole or in part be released, varied, compounded or compromised by such party in its absolute discretion as regards any party under such liability without in any way prejudicing or affecting its rights against any other party under the same or a like liability whether joint and several or otherwise. A waiver by any party to this deed of any breach by the other party of any of the terms provisions or conditions

of this deed or the acquiescence of a party to this deed in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term, provision or condition or of any subsequent act contrary to it.

11 Binding on Successors

11.1 This deed shall ensure to the benefit of and be binding upon the respective parties this deed and their respective successors, personal representatives and permitted assigns.

12 Severability

12.1 Subject to Clause 12.2 if any court or competent authority finds that any term or provision of this deed (or part of any provision) is invalid, illegal or unenforceable (in whole or in part), that, term, part-term, provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.

12.2 If any invalid, unenforceable or illegal term or provision of this deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13 Governing Law and Jurisdiction

13.1 This deed 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 Ireland.

13.2 Each of the parties irrevocably agree that the courts of Ireland shall have non-exclusive jurisdiction to settle any dispute, matter or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes, matters or claims).

14 Counterparts

14.1 This deed may be executed in any number of counterparts, each of which shall be an original when executed and delivered, and all such counterparts shall together constitute one and the same agreement. No counterpart shall be effective until each party has executed at least one counterpart and delivered it to the other two parties.

This document has been executed as a deed and is delivered and takes effect on the Effective Date.

Schedule 1

Registered Trade Marks

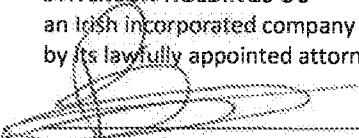
Title of Trade Mark (Word or Graphic mark)	Territory	Application No.	Registration No.	Registration Date	Status
SYNCREON	United States of America	77385002	3697491	20/10/2009	Registered
SYNCREON	Canada	1,358,074	TMA734,384	13/02/2009	Registered
SYNCREON	China (People's Republic)	6540226	6540226	07/08/2010	Registered
SYNCREON	China (People's Republic)	6985896	6985896	28/06/2010	Registered
SYNCREON	European Union (Community)	6616791	6616791	11/02/2009	Registered
SYNCREON	Russian Federation	2.01E+09	389070	11/09/2009	Registered
SYNCREON	Australia	1,570,871	1,570,871	06/11/2014	Registered
SYNCREON	New Zealand	981,466	981,466	21/03/2014	Registered
SYNCREON	South Africa	2013/20357	2013/20357	23/06/2015	Registered
SYNCREON	Mexico	1403660	1477879	04/09/2014	Registered
SYNCREON	Colombia	14-17261	494567	22/08/2014	Registered
SYNCREON	Mexico	1398831	1410499	08/11/2013	Registered

Title of Trade Mark (Word or Graphic mark)	Territory	Application No.	Registration No.	Registration Date	Status
SYNCREON	Mexico	1398832	1409582	04/11/2013	Registered
SYNCREON	United Arab Emirates	195747	195747	30/10/2016	Registered
SYNCREON	South Africa	2013/20358	2013/20359	23/06/2016	Registered
SYNCREON	South Africa	2013/20359	2013/20359	23/06/2016	Registered
SYNCREON	United Kingdom	UK00906616791	UK00906616791	11/02/2009	Registered
SYNCREON	India	5036323	5036323	08/07/2021	Registered
SYNCREON	United Arab Emirates	195746	195746	29/03/2017	Registered

IN WITNESS WHEREOF this deed is executed and delivered as a deed.

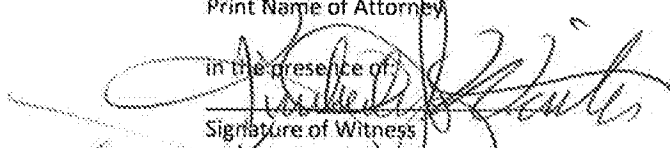
SIGNED AND DELIVERED AS A DEED

for and on behalf of
SYNCREON HOLDINGS UC
an Irish incorporated company
by its lawfully appointed attorney:


Signature of Attorney

Brian Enright
Print Name of Attorney

in the presence of


Signature of Witness

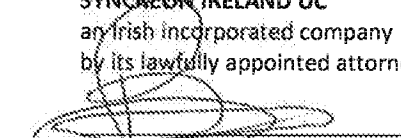
Kimberly Winter
Print Name of Witness

2851 High Meadows Circle, Ste 250
Auburn Hills, MI 48326 USA
Address of Witness

Sp. Executive Assistant
Occupation of Witness

SIGNED AND DELIVERED AS A DEED

for and on behalf of
SYNCREON IRELAND UC
an Irish incorporated company
by its lawfully appointed attorney:


Signature of Attorney

Brian Enright
Print Name of Attorney

in the presence of


Signature of Witness

Kimberly Winter
Print Name of Witness

2851 High Meadows Circle, Ste 250
Auburn Hills, MI 48326 USA
Address of Witness

Sp. Executive Assistant
Occupation of Witness