

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnson Matthey Finland Oy		08/04/2023	Corporation: FINLAND
RECEIVING PARTY DATA			
Name:	Johnson Matthey Public Limited Company		
Street Address:	25 Farringdon Street		
Internal Address:	5th Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4A4AB		
Entity Type:	Corporation: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3122738	QUADRAPURE	
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:	00441642553601		
Email:	johnsonmattheyip@matthey.com		
Correspondent Name:	Kelly Firmager		
Address Line 1:	Belasis Avenue		
Address Line 2:	Johnson Matthey, IP department		
Address Line 4:	Billingham, UNITED KINGDOM TS231LB		
DOMESTIC REPRESENTATIVE			
Name:	Kevin Carroll		
Address Line 1:	435 Devon Park Drive		
Address Line 2:	Suite 600		
Address Line 4:	Wayne, PENNSYLVANIA 19087-1998		
NAME OF SUBMITTER:	John Wells		
SIGNATURE:	/John WELLS/		

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DATE SIGNED:	09/06/2023
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Total Attachments: 4
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ASSIGNMENT AGREEMENT

THIS AGREEMENT is effective from 04 August 2023.

BETWEEN

- (1) **JOHNSON MATTHEY PUBLIC LIMITED COMPANY** a company incorporated and registered in England with company number 33774, the registered office of which is at 5th Floor, 25 Farringdon Street, London EC4A 4AB, England ("**JM PLC**"); and
- (2) **JOHNSON MATTHEY FINLAND OY**, a company incorporated and registered in Finland with Business ID 0964392-6 having its registered address at c/o Accountor Taloushallintopalvelut Oy, William Rutbin katu 1, 48600 Kotka, Finland ("**JM Finland**").

(Parties (1) and (2) being referred to in this Agreement together as the "**Parties**" and each as a "**Party**").

WHEREAS,

- (A) JM Finland is proprietor of the registered Trade Marks set out in the attached Schedule 1 (the "**Trade Marks**");
- (B) JM Finland has agreed to assign to JM PLC the Trade Marks together with the goodwill of the business of JM Finland in the goods in respect of which the Trade Marks are registered upon the terms and conditions set out in this Agreement.
- (C) In consideration for the assignment of the Trademarks by JM Finland, JM PLC has agreed to pay the Assignment Fee (as defined below) and accept assignment of the Trademarks.

NOW THEREFORE, in consideration of the premises and the mutual covenants, terms and conditions set forth herein, (the receipt and sufficiency of which is hereby acknowledged), the Parties intending to be legally bound agree as follows:

- (1) Assignment. In consideration for payment by JM PLC of the sum of [REDACTED] ("**Assignment Fee**"), which shall be paid by issuing a promissory note to JM Finland no later than 30 days from the date of this Agreement, JM Finland hereby assigns to JM PLC, and JM PLC hereby accepts from JM Finland, (i) its respective right, title and interest in and to the Trade Marks, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Trade Marks, (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof, and (iv) all rights corresponding to the foregoing throughout the world, the same to be held and enjoyed by JM PLC, its successors and assigns to the same extent that it would have been held and enjoyed by JM Finland if this Agreement had not been made.
- (2) Warranty. JM Finland hereby warrants that it has full right to convey its share of the Trade Marks herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.

(3) Recordal and Further Actions.

- a. JM Finland shall, at the request of JM PLC, do all such further acts and execute all such documents as may be reasonably necessary or reasonably desirable both to secure the proper vesting in JM PLC of all rights hereby assigned to JM PLC.
- b. JM PLC will register the change of ownership of the Trade Marks and JM PLC shall, as owner of the Trade Marks, bear all costs incurred in connection with such registration.

(4) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment Agreement (the "**Agreement**") delivered by electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(5) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

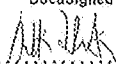
(6) Governing Laws and Dispute Resolution. This Agreement shall be governed by, and construed in accordance with, English law and the Parties hereto submit to the exclusive jurisdiction of the English courts without giving effect to any choice or conflict of law provisions or rules (whether in England and Wales or any other jurisdiction).

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England.

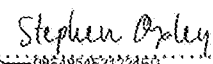
IN WITNESS WHEREOF the Parties have executed and delivered this Agreement on the date first above written.

Signed by **JOHNSON MATTHEY FINLAND OY**

acting by Antti Lehtimaja (Liquidator)

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Signed by **JOHNSON MATTHEY PLC**

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Name: Stephen Oxley
Title: Chief Financial Officer

Schedule I - Trade Marks

Reference	Mark	Mark Type	Country	Status	Application Number	Filed Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
00331US00	QUADRAPURE	Word	United States of America	Registered	78501945	2004-10-19
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]