

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM843990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	8		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power & Energy International Limited		09/07/2023	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Clear UK Sub Limited		
Street Address:	Hambridge Road, Newbury		
City:	Berkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	RG14 5TR		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5225735	AIRPEL	
CORRESPONDENCE DATA			
Fax Number:	2124920239		
<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:	212 373 3239		
Email:	cmeredithgoujon@paulweiss.com, amtang@paulweiss.com, kshmorhun@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Claudine Meredith-Goujon		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	023009-00002		
NAME OF SUBMITTER:	Claudine Meredith-Goujon		
SIGNATURE:	/Claudine Meredith-Goujon/		
DATE SIGNED:	10/06/2023		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS AGREEMENT IS MADE ON 7 SEPTEMBER 2023;

WHEREAS, POWER AND ENERGY INTERNATIONAL LIMITED hereinafter referred to as the ASSIGNOR, having its principal place of business at Hambridge Road, Newbury, Berkshire, United Kingdom, RG14 5TR, United Kingdom, a United Kingdom limited company, is the owner of the trademarks and trademark registrations set forth in Attachment A (hereinafter "the Marks");

WHEREAS, CLEAR UK SUB LIMITED, hereinafter referred to as the ASSIGNEE, having its principal place of business at Hambridge Road, Newbury, Berkshire, United Kingdom, RG14 5TR, United Kingdom, a United Kingdom limited company, wishes to acquire the entire right, title and interest in and to the Marks, including any and all common law rights, applications and/or registrations associated with the same;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR does hereby sell, assign, transfer and set over to said ASSIGNEE absolutely with full title guarantee, the entire right, title, and interest in and to the Marks, together with all statutory and common law rights and the goodwill of the business symbolized by the Marks, free from encumbrances including: (i) the right to bring, make, oppose, defend, appeal proceedings, claims or action and obtain relief in respect of any infringement or any other cause of action (including passing off) arising from ownership of the Marks and the goodwill in the Marks, whether occurring before, on or after the date of this Agreement; (ii) all registrations and/or applications associated with the Marks and the right to apply for registered rights or protection of the Marks in any country in the world; (iii) rights to claim priority in the Marks and the goodwill in the Marks; and (iv) all rights to extensions, renewals or amendments of or to the Marks.

ASSIGNOR hereby irrevocable acknowledges and agrees that it shall not have any right, title or interest in the Marks or the goodwill in the Marks following the date of this Agreement.

ASSIGNOR shall, at the cost of the ASSIGNEE, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, necessary and requested by the ASSIGNEE in order to ensure that the full benefit of the right, title and interest assigned and transferred to the ASSIGNEE under this Agreement vests in the ASSIGNEE, including registration of the ASSIGNEE as applicant or registered proprietor of the Marks at the relevant intellectual property registry or office.,

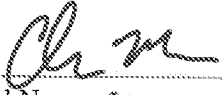
A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy.

This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.


The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person, save that the ASSIGNOR and ASSIGNEE will be able to enforce the provisions of this Agreement.

This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations). Each party waives any objection to, and agrees to submit to, the jurisdiction of the courts of England and Wales. Each party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of any other jurisdiction.

IN WITNESS WHEREOF, the said ASSIGNOR has executed this Agreement by the hand of its duly authorized officer.

By: 
Printed Name: Chris McVicker
Title: Director
Date: 7 September 2023

IN WITNESS WHEREOF, the said ASSIGNEE has executed this Agreement by the hand of its duly authorized officer.

By: 
Printed Name: CLARE-FRANCES BRADSHAW
Title: DIRECTOR
Date: 7 SEPTEMBER 2023

ATTACHMENT A

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
FILMET	UK	872390	26-Nov-1964	872390	26-Nov-1964
SEAGUARD	UK	000791566	07-Apr-1998	UK00900791566	22-Sep-1999
SEAGUARD	EU	000791566	07-Apr-1998	000791566	22-Sep-1999
AIRPEL	China	13465252	12-Nov-2013	13465252	14-Jun-2015
AIRPEL	EU	004974747	22-Mar-2006	4974747	07-Mar-2007
AIRPEL	UK	669113	01-May-1948	669113	01-May-1948
AIRPEL	India	3012872	17-Jul-2015	3012872	17-Jul-2015
AIRPEL	S. Korea	40201547601	26-Jun-2015	401194986	08-Aug-2016
AIRPEL	US	86695243	16-Jul-2015	5225735	20-Jun-2017
AIRPEL	UK	004974747	22-Mar-2006	UK00904974747	07-Mar-2007