

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Risk Consultants Corp.		10/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TÜD SÜV		
Street Address:	Westendstr. 199		
City:	Munich		
State/Country:	GERMANY		
Postal Code:	80686		
Entity Type:	Stock Company: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2266096	GLOBAL RISK CONSULTANTS	
CORRESPONDENCE DATA			
Fax Number:	3474382134		
<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:	212.826.5579		
Email:	pto@fkks.com		
Correspondent Name:	Catherine M.C. Farrelly		
Address Line 1:	28 Liberty Street		
Address Line 4:	New York, NEW YORK 10005		
DOMESTIC REPRESENTATIVE			
Name:	Catherine M.C. Farrelly		
Address Line 1:	28 Liberty Street		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Catherine M.C. Farrelly		
SIGNATURE:	/Catherine M.C. Farrelly/		
DATE SIGNED:	11/27/2023		
Total Attachments: 7			
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Trademark Purchase and Assignment Agreement

concluded between

Global Risk Consultants Corp.
6940 South Edgerton Road
Cleveland, Ohio
44141
UNITED STATES OF AMERICA

- hereinafter referred to as "**Seller**" -

and

TÜV SÜD Aktiengesellschaft
Westendstr. 199
80686 Munich
GERMANY

- hereinafter referred to as "**Purchaser**" -

Preamble

The Seller is a provider of unbundled property loss engineering and inspection services focused on identifying and managing risk to reduce property loss exposure.

The Purchaser is a holding and group parent company directly or indirectly holding interests, primarily majority interests, in various companies active within TÜV SÜD Group. The Seller is a subsidiary by TÜV SÜD America Inc., which is a wholly owned subsidiary of the Purchaser.

The Seller is owner of the trademark „GLOBAL RISK CONSULTANTS“, registered or filed for registration in several countries and with the EUIPO, and is interested in transferring the trademark to the Purchaser. Purchaser intends to acquire the trademark.

In consideration whereof, the contracting parties agree as follows:

Article 1 **Sale of Trademarks**

The Seller hereby sells to the Purchaser the trademarks listed in **Annex 1** (hereinafter „**Contract Trademarks**“).

Article 2
Transfer and Recordal of Trademarks

1. The Seller hereby assigns and transfers all rights, title and interest in and to the Contract Trademarks, together with the goodwill attaching to said trademarks, to the Purchaser and the Purchaser herewith accepts the transfer of the Contract Trademarks. The assignment shall take effect as of 1 October 2023 (hereinafter the "**Effective Date**"). Each assignment of the Contract Trademarks is effective in and of itself without regard to the others.
2. As of the Effective Date, the Seller shall, without undue delay, arrange for the recordal of the assignment of the Contract Trademarks at the respective trademark offices of the individual countries or regions. The Seller shall advance the respective recordal fees. The Seller shall provide suitable evidence to the Purchaser that the recordal of the transfer has been filed with all the respective trademark offices of the individual countries or regions.
3. The Seller shall hand over to the Purchaser, without undue delay after the Effective Date, all documents in its possession relating to the Contract Trademarks, in particular the correspondence with the respective trademark offices, including the trademark applications, correspondence with other trademark owners and other third parties regarding the status of the trademark as well as the registration certificates.

Article 3
Information regarding Use

The Seller undertakes, upon request of the Purchaser, to provide evidence of the kind and scope of use of the Contract Trademarks in an appropriate form and to provide respective documents to Purchaser.

Article 4
Warranties and Representations

1. The Seller warrants that it is owner of the Contract Trademarks.
2. The Seller warrants that the register status of the Contract Trademarks is correctly represented in Annex 1 of this Agreement.
3. The Seller is not aware of any oppositions or cancellation actions against the Contract Trademarks.
4. The Seller is not aware of any pending contentious claims or claims invoked through warning letters out of court by third parties against the use of the Contract Trademarks. Also, no claims of third parties for cancellations of the Contract Trademarks are known to the Seller.
5. The Seller has not granted any licences to the Contract Trademarks or granted security rights (for example, pledges or transfers for security purposes).

6. Any warranty liability of the Seller going beyond the aforementioned warranties and representations is hereby excluded. Such exclusion of liability applies also in regard of § 444 German Civil Code. The Seller hereby declares that it does not give a warranty as regards the state of the Contract Trademarks under § 443 para 1 German Civil Code (Beschaffenheitsgarantie) by giving the aforementioned representations, and the Purchaser expressly consents hereto.

Article 5
Purchase Price and Costs



Article 6
Applicable Law

1. This Agreement shall be subject to German Law.
2. The parties undertake to give the declarations necessary under the national rules for the transfer of the Contract Marks and to observe the national rules of such countries.

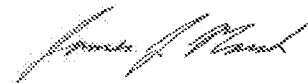
Article 7
Choice of Venue and Severability

1. For disputes out of or in connection with this Agreement, Munich shall be the place of jurisdiction.
2. The parties are aware of the risk that one or more terms of this Agreement may be held to be void or invalid contrary to the present expectations of the parties. In this case as well, the parties wish to remove any doubt which may arise concerning the validity of this Agreement. Should one or more terms of this Agreement, including this provision, become wholly or partially void or invalid,

or should this Agreement contain any gap, the Agreement shall, contrary to Section 139 German Civil Code, remain valid not only in case of doubt, but shall always remain valid. The parties undertake to replace any fully or partially invalid provision by such valid provisions coming closest to the envisaged commercial purpose of the fully or partially invalid provision.

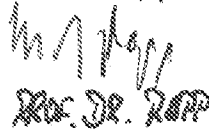
Ohio, (date) 26/09/2023

Fabian Schober
Fabian Schober (Leip. ZG., 2023 201/23 H17)










Global Risk Consultants Corp.

Munich, (date) 29/09/2023






Prof. Dr. Rupp







MEMBER,
TÜV SÜD AG

Appendix 1
Trademark Rights

No	Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
1.	Australia	 GLOBAL RISK CONSULTANTS 	Registered	739964	24-Jul-1997	739964	11-Mrz-1999
			Class 37: Review and supervision of construction plans. Class 42: Loss prevention engineering; consulting and inspections in the field of loss prevention engineering; consulting and inspections in the field of safety management services.				
2.	Brazil		Registered	820101788	23-Jun-1997	820101788	19-Okt-1999
			Class 42: Consulting services for loss control risk engineering in Class 42.				
3.	Canada	 GLOBAL RISK CONSULTANTS 	Registered	850402	10-Jul-1997	TMA552645	19-Okt-2001
			No Class: Consulting and inspections in the field of safety management services; review and supervision of construction plans; and loss prevention engineering; consulting and inspections in the field of loss prevention engineering.				
4.	Europe	 GLOBAL RISK CONSULTANTS 	Registered	004424966	04-Mai-2005	004424966	19-Jun-2006
			Class 35: Consulting and inspections in the field of safety management services. Class 37: Review and supervision of construction plans. Class 42: Loss prevention engineering, consulting and inspections in the field of loss prevention engineering.				

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5.	Germany	GLOBAL RISK CONSULTANTS 	Registered 39737601.4	07-Aug-1997	39737601	17-Dez-1997	Class 35: Consulting and inspection in the field of safety management services. Class 37: Construction namely review and supervision of building plans. Class 42: Technical precautions to protect against losses; Advise and investigations in the field of technical provisions for the protection of losses.
6.	India	GLOBAL RISK CONSULTANTS	Registered 3377426	03-Okt-2016	3377426	05-Mai-2019	Registered 3377426
7.	India	GLOBAL RISK CONSULTANTS	Registered 3377427	03-Okt-2016	3377427	05-Mai-2019	Class 37: Inspection and supervision of construction plans for fire protection services. Class 42: Loss prevention engineering services; consultation in the field of loss prevention engineering; technical supervision and inspections in the field of loss prevention engineering; consultation in the field of safety management in the workplace.
8.	Malaysia	GLOBAL RISK CONSULTANTS 	Pending 05005294	09-Apr-2005			Class 37: Inspection and supervision of construction plans for fire protection services; loss prevention engineering; technical supervision and inspections in the field of loss prevention engineering; all included in Class 37.
9.	Malaysia	GLOBAL RISK CONSULTANTS 	Registered 05005295	09-Apr-2005	05005295	18-Aug-2014	Class 42: Loss prevention engineering services; consultation in the field of loss prevention engineering; technical supervision and inspections in the field of loss prevention engineering; all included in class 42.
10.	Mexico	GLOBAL RISK CONSULTANTS 	Registered 1079866	07-Apr-2010	1163003	10-Jun-2010	Class 42: Engineering services in loss prevention; consulting in the field of loss prevention engineering in prevention of losses; technical supervision and technical inspection in the field of engineering in loss prevention; consulting in the field of engineering in administration of security in the work places; study of technical projects; engineering; technical research; experiences [work of engineers]; proof of materials; scientific and technological services, as well as research and design services in these areas; industrial analysis and investigation services.

11	Mexico	GLOBAL RISK CONSULTANTS 	Registered 1079867	07-Apr-2010	1207946	23-Mrz-2011
Class 45: Inspection and supervision of construction plans for fire protection against fire; consulting in the field of administration of security in the places of work; inspection of manufactures for safety purposes.						
12	Singapore	GLOBAL RISK CONSULTANTS 	Registered T0505417J	07-Apr-2006	T0505417J	29-Aug-2006
Class 42: Loss prevention engineering services; consultation in the field of loss prevention engineering; technical supervision and inspections in the field of loss prevention engineering; consultation in the field of safety management in the workplace; supervision in the field of loss prevention engineering.						
13	United Kingdom	GLOBAL RISK CONSULTANTS 	Registered 2138887	16-Jul-1997	2138887	08-Jan-1999
Class 37: Review and supervision of construction plans. Class 42: Loss prevention engineering, consulting and inspections in the field of loss prevention engineering. Consulting and inspections in the field of safety management services.						
14	United Kingdom	GLOBAL RISK CONSULTANTS 	Registered 004424966	04-Mai-2005	UK00904424966	19-Jun-2006
Class 35: Consulting and inspections in the field of safety management services. Class 37: Review and supervision of construction plans. Class 42: Loss prevention engineering, consulting and inspections in the field of loss prevention engineering.						
15	USA	GLOBAL RISK CONSULTANTS 	Registered 75318079	01-Jul-1997	2,266,096	03-Aug-1999
Class 37: Inspection and supervision of construction plans for fire protection services. Class 42: Loss prevention engineering services; consultation in the field of loss prevention engineering; technical supervision and inspections in the field of loss prevention engineering; consultation in the field of safety management in the workplace.						

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