

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM867871

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Withdrawal Agreement		
<b>RESUBMIT DOCUMENT ID:</b>	900819325		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ERNI Production GmbH & CO.KG, as general partner of EPG Verwaltung GmbH		03/03/2023	Limited Partnership: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ERNI Deutschland GmbH		
<b>Street Address:</b>	SEESTRASSE 9		
<b>City:</b>	ADELBURG		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	D-73099		
<b>Entity Type:</b>	Limited Liability Company: GERMANY		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4992993	ERMET	
<b>Registration Number:</b>	1356310	ERNI	
<b>Registration Number:</b>	1921629	ERMET	
<b>Registration Number:</b>	2697466	ERMETZD	
<b>Registration Number:</b>	5978362	INTERACT	
<b>Registration Number:</b>	4019653	MAXIBRIDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8474410911		
<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>Email:</b>	pto@nealmcdevitt.com		
<b>Correspondent Name:</b>	Nicholas G. de la Torre		
<b>Address Line 1:</b>	1776 Ash Street		
<b>Address Line 4:</b>	Northfield, ILLINOIS 60093		
<b>ATTORNEY DOCKET NUMBER:</b>	64225-017		
<b>NAME OF SUBMITTER:</b>	Nicholas G. de la Torre		
<b>SIGNATURE:</b>	/ngt/		

<b>DATE SIGNED:</b>	01/12/2024
---------------------	------------

**Total Attachments: 7**

source=20240112 Resubmission Documents - ERNI Recordal#page1.tif

source=CoverSheet#page1.tif

source=Withdrawal Agreement#page1.tif

source=Withdrawal Agreement#page2.tif

source=Withdrawal Agreement#page3.tif

source=Withdrawal Agreement#page4.tif

source=Withdrawal Agreement#page5.tif

---

EPG Verwaltung GmbH

ERNI Deutschland GmbH

---

**WITHDRAWAL AGREEMENT**

---

3 March 2023

**THIS AGREEMENT** is made on 3 March 2023

**BETWEEN:**

- (1) **EPG Verwaltung GmbH**, a private company with limited liability incorporated under the laws of Germany, with its registered address at Seestraße 9, 73099 Adelberg, Germany, and registered with the commercial register of the Ulm local court with number HRB 728758, and
- (2) **ERNI Deutschland GmbH**, a private company with limited liability incorporated under the laws of Germany, with its registered address at Seestraße 9, 73099 Adelberg, Germany, and registered with the commercial register of the Ulm local court with number HRB 531130

the parties to this Agreement are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- (A) EPG Verwaltung GmbH is the general partner and ERNI Deutschland GmbH is the limited partner to ERNI Production GmbH & Co. KG, a partnership incorporated under the laws of Germany, with its registered office at Seestraße 9, 73099 Adelberg, Germany, and registered with the commercial register of the Ulm local court with number HRA 723315 (the "**Partnership**").
- (B) EPG Verwaltung GmbH intends to withdraw as a partner from the Partnership.

**IT IS AGREED AS FOLLOWS ("AGREEMENT"):**

**1. WITHDRAWAL**

- 1.1 EPG Verwaltung GmbH hereby withdraws as a partner to the Partnership and the share of EPG Verwaltung GmbH in the assets of the Partnership, including any and all assets and liabilities, accrues to (*wächst an*) ERNI Deutschland GmbH, taking effect immediately.
- 1.2 Any liability of EPG Verwaltung GmbH for any material defects or defects of title of the objects belonging to the assets of the Partnership is excluded.

**2. CARRYING ON OF BUSINESS AND NAME**

ERNI Deutschland GmbH shall be entitled to carry on the commercial business and the name of the Partnership.

**3. NO CONSIDERATION**

**EPG Verwaltung GmbH shall** not receive any compensation for the withdrawal.

**4. INDEMNIFICATION**

In the event that a claim is made against EPG Verwaltung GmbH by creditors of the Partnership for the performance of payment obligations of the Partnership, ERNI Deutschland GmbH shall indemnify EPG Verwaltung GmbH against such claims.

5. **SETTLEMENT**

With the fulfilment of the claims of EPG Verwaltung GmbH under this Agreement, all of its claims arising from or in connection with its withdrawal shall be finally settled and discharged. EPG Verwaltung GmbH shall not be entitled to any further claims. In particular, EPG Verwaltung GmbH shall not participate in the results of the current financial year or in profits and losses resulting from any pending transactions at the time of the signing of this Agreement.

6. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any previous agreement, understanding, undertaking or arrangement of any nature whatsoever between the Parties relating to the subject matter of this Agreement.

7. **VARIATION**

No variation to this Agreement will be effective unless it is in writing and signed by or on behalf of each Party to this Agreement. This also applies to the waiver of the written form requirement.

8. **COUNTERPARTS**

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

9. **COSTS**

Each Party will bear its own costs and expenses in connection with or arising out of the negotiation, preparation and execution of this Agreement.

10. **PARTIAL INVALIDITY**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any such invalid or unenforceable provision shall be deemed to be replaced with a provision that is valid and enforceable and reflects as closely as possible the intent of the invalid or unenforceable provision. The same shall apply if the Parties have, unintentionally, failed to address a certain matter in this Agreement; in this case a suitable and equitable provision shall be deemed to have been agreed which reflects what the Parties, in the light of the economic intent and purpose of this Agreement, would have agreed if they had considered the matter.

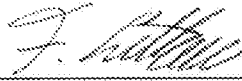
11. **GOVERNING LAW AND JURISDICTION**

11.1 This Agreement and any contractual or non-contractual obligations arising out of or in connection thereto are governed by and shall be construed in accordance with the laws of Germany (and excluding, for the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods (CISG)).

11.2 The competent court in Munich (district court Munich I), Germany, shall have exclusive jurisdiction to settle any dispute in connection with this Agreement, or any agreements resulting therefrom, without prejudice to the right of appeal.

*(Signature page follows)*

This Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

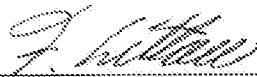


---

**Falko LITTAU**  
Geschäftsführer der/Managing Director of  
**EPG Verwaltung GmbH**

---

**Henning RADEMACHER**  
Geschäftsführer der/Managing Director of  
**EPG Verwaltung GmbH**



---

**Falko LITTAU**  
Geschäftsführer der/Managing Director of  
**ERNI Deutschland GmbH**

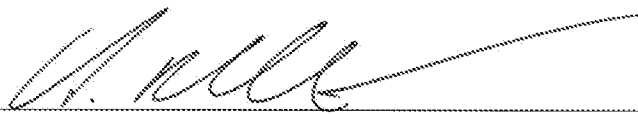
---

**Henning RADEMACHER**  
Geschäftsführer der/Managing Director of  
**ERNI Deutschland GmbH**

This Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

---

**Falko LITTAU**  
Geschäftsführer der/Managing Director of  
**EPG Verwaltung GmbH**

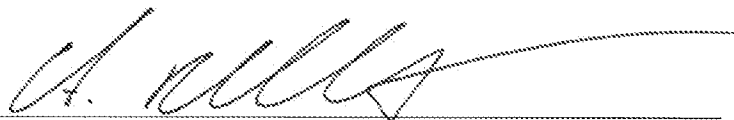


---

**Henning RADEMACHER**  
Geschäftsführer der/Managing Director of  
**EPG Verwaltung GmbH**

---

**Falko LITTAU**  
Geschäftsführer der/Managing Director of  
**ERNI Deutschland GmbH**



---

**Henning RADEMACHER**  
Geschäftsführer der/Managing Director of  
**ERNI Deutschland GmbH**