

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schramm II Inc.		06/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Epiroc Rock Drills AB		
Street Address:	Klerkgaten 21		
City:	Orebro		
State/Country:	SWEDEN		
Postal Code:	SE-702 25		
Entity Type:	Aktiebolag: SWEDEN		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	0639297	ROTADRILL	
Registration Number:	2811561	TELEMAST	
Registration Number:	1889607	SCHRAMM	
Registration Number:	3314173	I-CONTROL	
Registration Number:	3553285	LOADSAFE	
Registration Number:	3802184	AIR-CONTROL	
Registration Number:	4983637	SCHRAMM RIG ID INSTANT DOCUMENTATION	
Registration Number:	5686625	FURY	
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:	703.837.3932		
Email:	mpaul@stites.com		
Correspondent Name:	Mari-Elise Paul		
Address Line 1:	1800 Diagonal Rd., Suite 325		
Address Line 4:	Alexandria, VIRGINIA 22314		
DOMESTIC REPRESENTATIVE			
Name:	Mari-Elise Paul		

OP \$215.00 0639297

Address Line 1:	1800 Diagonal Road, Suite 1800
Address Line 4:	Alexandria, VIRGINIA 22314
NAME OF SUBMITTER:	Mari-Elise Paul
SIGNATURE:	/mari-elise paul/
DATE SIGNED:	01/28/2024
Total Attachments: 12 source=Schramm II to Epric Assignment#page1.tif source=Schramm II to Epric Assignment#page2.tif source=Schramm II to Epric Assignment#page3.tif source=Schramm II to Epric Assignment#page4.tif source=Schramm II to Epric Assignment#page5.tif source=Schramm II to Epric Assignment#page6.tif source=Schramm II to Epric Assignment#page7.tif source=Schramm II to Epric Assignment#page8.tif source=Schramm II to Epric Assignment#page9.tif source=Schramm II to Epric Assignment#page10.tif source=Schramm II to Epric Assignment#page11.tif source=Schramm II to Epric Assignment#page12.tif	

THIS DEED OF ASSIGNMENT is made on

1 June 2023

BETWEEN:

- (1) **SCHRAMM II INC**, a company incorporated under the laws of Delaware, USA (the "**Assignor**");
and
- (2) **EPIROC ROCK DRILLS AB**, a company incorporated under the laws of Sweden (registered number: **556077-9018**) whose registered office is at Klerkgatan 21, SE-702 25 Örebro, Sweden (the "**Assignee**");

each a "**Party**" and together the "**Parties**".

BACKGROUND

Pursuant to the Business Sale Agreement dated May 2023 between the Parties and Airdrill Pty Ltd (Administrators Appointed) (ACN 109 184 447), Airdrill Hammers and Bits Pty Ltd (Administrators Appointed) (ACN 121 610 786), Paul Harlond, Ian Francis and Hayden White in their capacity as joint and several voluntary administrators of Airdrill Pty Ltd (Administrators Appointed) (ACN 109 184 447), and Airdrill Hammers and Bits Pty Ltd (Administrators Appointed) (ACN 121 610 786), and Epiroc Australia Pty Ltd (ACN 000 086 706) (the "**Agreement**"), the Buyers agreed to buy, and the Sellers agreed to sell, the Business and the Assets, including the Trade Marks, on the terms and conditions set out in the Agreement. This Deed is entered into, and is subject to, the Agreement.

IT IS AGREED as follows:-

1. Interpretation
 - 1.1 **In this Deed:-**
 - "**Deed**" means this deed;
 - "**Schedule 1**" means the schedule to this Deed; and
 - "**Trade Marks**" means any and all trade marks owned by the Assignor as of the date of this Deed, including but not limited to, the trade marks set out within Schedule 1, and all goodwill associated therewith, whether existing or created prior to or after the incorporation of the Assignor.
 - 1.2 Capitalised terms not otherwise defined herein have the meaning set forth in the Agreement.
 - 1.3 In this Deed, unless the context otherwise requires:
 - 1.3.1 words in the singular include the plural and vice versa and words in one gender include any other gender;
 - 1.3.2 a reference to a law:
 - (a) includes a reference to any constitutional provision, subordinate legislation, treaty, decree, convention, statute, regulation, rule, ordinance, proclamation, by-law, judgment, rule of common law or equity or rule of any applicable stock exchange;
 - (b) is a reference to that law as amended, consolidated, supplemented, re-enacted or replaced;

- (c) is a reference to any regulation, rule, ordinance, proclamation, by-law or judgment made under that law; and
 - (d) any law or provision which modifies, consolidates, re-enacts or supersedes it whether such law or provision comes into force before or after the date of this Deed, except to the extent that it comes into force after the date of this Deed and would impose any new or extended obligation, liability or restriction on or otherwise adversely affect the rights of any Party;
- 1.3.3 a reference to:
- (a) any Party includes its successors in title and assigns; and
 - (b) a clause and schedule is to a clause of and a schedule to this Deed;
- 1.3.4 the words "includes" or "including" shall be construed as illustrative only and shall not limit the generality of the preceding words;
- 1.3.5 if there is any conflict or inconsistency between any clause of this Deed and any schedule to this Deed, the clause shall prevail; and
- 1.3.6 the table of contents and headings are inserted for convenience only and shall not affect the interpretation of this Deed.

2. **ASSIGNMENT**

- 2.1 The Assignor hereby assigns and transfers to the Assignee, on and from the date of this Deed, absolutely all of its rights, title and interest in the Trade Marks for the full period of protection to the fullest extent permitted by law, including:
- 2.1.1 in respect of any Trade Marks listed within Schedule 1:
- (a) the right to claim priority from and to prosecute and to obtain grant of trade mark;
 - (b) the right to file divisional applications based thereon and to prosecute and to obtain grant of trade mark on each and any such divisional application;
- 2.1.2 in respect of each and any invention disclosed in any Trade Marks listed within Schedule 1, the right to file an application, claim priority from such application, and to prosecute and obtain grant of trade mark or similar protection in or in respect of any country or territory in the world;
- 2.1.3 the right to extend to or register in or in respect of any country or territory in the world each and any trade mark that may derive from any Trade Marks listed within Schedule 1, and to extend to or register in, or in respect of, any country or territory in the world any trade mark or like protection granted on any of such applications;
- 2.1.4 the absolute entitlement to any trade marks granted pursuant to any of the Trade Marks listed within Schedule 1 comprised in a trade mark derived from any of the Trade Marks listed within Schedule 1 filed as aforesaid; and
- 2.1.5 the right to bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of any trade marks derived from any Trade Marks listed within Schedule 1, any trade marks granted on any of the applications filed as aforesaid and/or any of the Trade Marks whether occurring before on or after the date of this Deed.

2.2 To the extent that any rights, title and interest in the Trade Marks cannot by law be assigned to the Assignee, the Assignor hereby grants to the Assignee a perpetual, irrevocable, worldwide, royalty-free, exclusive, transferable licence with the right to sub-licence to use the Trade Marks in any manner for any purpose.

3. **POWER OF ATTORNEY**

3.1 With effect from the date of this Deed and until all of the rights in the Patents are vested in the Assignee, the Assignor hereby appoints the Assignee (acting by any of its directors from time to time) as its attorney with full power to exercise all rights of the Assignor in relation to the Patents registered in the name of the Assignor as the Assignee in its absolute discretion sees fit, in each case solely with respect to executing documents on its behalf that are necessary for the recordal or submission of this Deed or a short form assignment of any of the Patents, payment of renewals or other related maintenance tasks for the Patents (such as reclassification, affidavits, annuity payments, merging of registrations, etc.) and appointing a representative for such actions.

3.2 This power of attorney may not be revoked by the Assignor without the written consent of the Assignee. This power of attorney entitles the Assignee to take all steps and all actions that this Deed requires the Assignor to take.

3.3 The Assignee may appoint substitute attorney(s) as it sees fit to exercise the power of attorney granted under this clause.

3.4 The Assignor agrees to ratify in writing any and all actions taken by the Assignee (or any substitute attorney) in the exercise of the power of attorney granted under this clause, at the Assignee's expense.

4. **WAIVER OF MORAL RIGHTS**

4.1 The Assignor hereby expressly waives all Moral Rights, if any, held or to be held in any works subsisting in the Trade Marks contained in Schedule 1 to which any intellectual property rights attach.

4.2 If, after the date of this Deed, the Assignor becomes aware that any of its current or previous officers or employees have or may have Moral Rights in relation to the Trade Marks, it agrees to use reasonable endeavours to procure that such persons waive their Moral Rights in any works comprised in the Trade Marks.

4.3 For the purpose of this Deed, "Moral Rights" has the meaning given to that term in the *Copyright Act 1968* (Cth) and any broadly equivalent moral rights in any territory of the world.

5. **MISCELLANEOUS**

5.1 This Deed and the Agreement contain the whole agreement between the Parties in respect of the Trade Marks and supersede any prior written or oral agreement or understanding between them relating to the Trade Marks and the Parties confirm that they have not entered into this Deed on the basis of any representations. In the event of a conflict between the terms of the Agreement and this Deed, the Agreement shall prevail.

5.2 To the extent that any provision (or part thereof) of this Deed is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision (or part thereof) shall be deemed not to be a part of this Deed and shall not affect the enforceability of the remainder of this Deed nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

5.3 No purported variation of this Deed shall be valid unless it is in writing (which excludes email) and signed by or on behalf of each Party.

5.4 This Deed may be executed in any number of counterparts by or on behalf of a party and by the parties in separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

6. **GOVERNING LAW**

6.1 This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of the State of Delaware and the federal laws of the United States of America, without giving effect to principles of conflicts of law which would result in the application of the substantive law of any other jurisdiction.

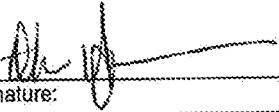
7. **JURISDICTION**

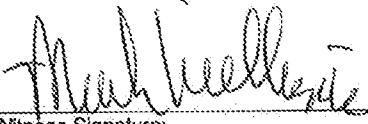
Each party irrevocably and unconditionally agrees that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Deed or the transactions contemplated hereby shall be brought in the state and federal courts of the State of Delaware, USA.

EXECUTION PAGE

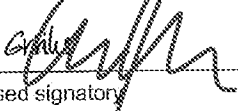
Executed as a Deed

Signed for and on behalf of Schramm II Inc
(Delaware) by Otis Spencer in his capacity as
Chief Executive Officer:


Signature: _____


Witness Signature: _____
Name: Mark Williams
(BLOCK LETTERS)


Signed, Sealed and Delivered by Epiroc Rock
Drills AB (556077-9018):

DocuSigned by:

Signature of authorised signatory

Charlotta Grähs

Name of authorised signatory
(BLOCK LETTERS)

*If this deed was signed electronically, I certify that
my electronic signature was affixed by me, at my
discretion, on the date and time specified.*


DocuSigned by:

Signature of authorised signatory


Per-Owe Dorfn

Name of authorised signatory
(BLOCK LETTERS)

*If this deed was signed electronically, I certify that
my electronic signature was affixed by me, at my
discretion, on the date and time specified.*


SCHEDULE 1

No	Number	Mark	Status	Country	Record Owner	Goods & Services	Priority Date	Renewal Date
2.	601210	SCHRAMM	Registered: Registered/protected	Australia	Schramm, Inc.	Class 7: Rotary drilling rigs and related equipment in this class, drill rig accessories in this class, air compressors, grouting machines, floating subs and coring heads	27/04/1993	27/04/2030
3.	1357489	TELEMAST	Registered: Registered/protected	Australia	Schramm, Inc.	Class 7: Power driven earth-boring drill	22/04/2010	22/04/2030
4.	1357682	LOADSAFE	Registered: Registered/protected	Australia	Schramm, Inc.	Class 12: Automated drill pipe handling trailers for use with mobile drilling rigs	22/04/2010	22/04/2030
5.	1590763		Registered: due	Australia	Schramm, Inc.	Class 42: Hosting a website that gives computer users the ability to retrieve documentation on earth drilling equipment and parts for earth drilling equipment	28/10/2013	12/11/2023
6.	1298028	TELEMAST	Registered: due	Canada	Schramm, Inc.	Class 7: Power driven earth-boring drill	20/08/2007	20/08/2032
7.	1472226	LOADSAFE	Registered: due	Canada	Schramm, Inc.	Class 12: Automated drill pipe handling trailers for use with mobile drilling rigs	5/01/2011	5/01/2026
8.	1476393	I-CONTROL	Registered: due	Canada	Schramm, Inc.	Class 7: Electronic controls and monitors for controlling and monitoring the operation and performance of drill rigs,	27/01/2011	27/01/2026

No	Number	Mark	Status	Country	Record Owner	Goods & Services	Priority Date	Renewal Date
9.	1477885	BREAKING GROUND, BUILDING TRUS	Registered: Renewal due	Canada	Schramm, Inc.	Classes 7 and 9: Drill rigs; drill rig accessories, namely, floating subs, compressors, mud pumps, water injectors, lazy susan drill pipe loaders, pipe racks, pipe handling arms, jib booms, winches, operator cabs and sliding angle masts; systems for handling drill pipe, well casing and drilling collars; and electronic monitors and electronic and hydraulic controls for earth drilling	20/04/2010	26/04/2028
10.	1478422	AIR-CONTROL & DESIGN	Registered: Renewal due	Canada	Schramm, Inc.	Class 7: Electronic controls and monitors for controlling and monitoring the operation and performance of air compressors, sold as components of air compressors	1/11/2011	1/11/2026
11.	1591535	FEEL THE ENERGY	Registered: Renewal due	Canada	Schramm, Inc.	Class 7: Drilling rigs	23/08/2012	10/12/2028
12.	1650721	 SCHRAMM Netherlands	Registered: Renewal due	Canada	Schramm, Inc.	Class 42: Providing a website that gives computer users the ability to retrieve documentation on earth drilling equipment and parts for earth drilling equipment	28/10/2013	12/01/2031
13.	1298026	SCHRAMM	Registered: Renewal due	Canada	Schramm, Inc.	Class 7: Grouting machines for use in well drilling, drill rigs and drill rig accessories; namely, floating subs, coring heads, compressors, mud pumps, water	17/01/2008	17/01/2033

No	Number	Mark	Status	Country	Record Owner	Goods & Services	Priority Date	Renewal Date
14.	898609	SCHRAMM	Registered: Renewal due	Chile	Schramm, Inc.	injectors, lazy suzan drill pipe loaders, pipe racks, pipe handling arms, jib booms, winches, catheads, mast locks, inertia breakouts, bit breakers, auger drives, auger racks, operator cabs and sliding angle masts Class 7: including electrical controls and monitors for controlling and monitoring the operation and performance of drilling rigs sold as drilling rig components for land drilling	19/03/2010	19/07/2030
15.	4578898	ROTADRILL	Registered: Renewal due	China	Schramm, Inc.	Class 7: 地质勘探、采矿选矿用机器设备; 水井钻探用机器设备; 环境钻探(环境复育用污染取样和钻孔)用机械; 地热钻探(钻探供热用热水井或钻探冷热联供系统地热热泵井)用机械; 钻机; 采矿钻机; 石油开采和石油精炼工业用机器设备; 钻探装置(浮动或非浮动); 建筑钻探用机械; 钻头(机器零件); 钻头(机器部件)	04/01/2005	20/01/2028
16.	4578897	TELEMAST	Registered: Renewal due	China	Schramm, Inc.	Class 7: 地质勘探、采矿选矿用机器设备; 水井钻探用机器设备; 环境钻探(环境复育用污染取样和钻孔)用机械; 地热钻探(钻探供热用热水井或钻探冷热联供系统地热热泵井)用机械; 钻机; 采矿钻机; 石油开采和	21/01/2008	20/01/2028

No	Number	Mark	Status	Country	Record Owner	Goods & Services	Priority Date	Renewal Date
17.	51812528	SCHRAMM	Registered: Renewal due	China	Schramm, Inc.	石油精炼工业用机器设备; 钻探装置(浮动或非浮动); 建筑钻探用机械; 钻头(机器零件); 钻头(机器部件) Class 7: 工业用破碎机; 钻机; 石油专用泥浆泵; 灌浆机; 装卸设备; 吊臂起重机械; 钻头(机器部件); 压缩机	14/12/2021	13/12/2031
18.	4578920	SCHRAMM	Registered: Renewal due	China	Schramm, Inc.	Class 7: 地质勘探、采矿用机器设备; 水井钻探用机器设备; 环境钻探(环境覆盖用污染取样和钻孔)用机械; 地热钻探(钻探供热用热水井或钻探冷热联供系统热源热泵井)用机械; 钻机; 采矿钻机; 石油开采和石油精炼工业用机器设备; 钻探装置(浮动或非浮动); 建筑钻探用机械; 钻头(机器零件); 钻头(机器部件)	21/01/2008	20/01/2028
19.	71692274	ROTADRILL	Registered: Sec 8/9 Renewal Deadline	United States of America	Schramm, Inc.	Class 23: drilling equipment, namely, combinations including air compressors and rotary drilling apparatus	1/01/1957	1/01/2027
20.	74397382	SCHRAMM	Registered: Sec 8/9 Renewal Deadline	United States of America	Schramm, Inc.	Class 7: [grouting machines for use in well drilling,] drill rigs and drill rig accessories, namely, floating subs, coring heads, compressors, mud pumps, water injectors, lazy suzan drill pipe loaders,	18/04/1995	18/04/2025

No	Number	Mark	Status	Country	Record Owner	Goods & Services	Priority Date	Renewal Date
21.	76462720	TELEMAST	Registered: Sec 8/9 Renewal Deadline	United States of America	Schramm, Inc.	pipe racks, pipe handling arms, jib booms, winches, [catheads,] mast locks, inertia breakouts, bit breakers, [auger drives, auger racks,] operator cabs and sliding angle masts Class 7: power driven earth-boring drill	3/02/2004	18/04/2025
22.	78780913	I-CONTROL	Registered: Sec 8/9 Renewal Deadline	United States of America	Schramm, Inc.	Class 7: electronic controls and monitors for controlling and monitoring the operation and performance of drill rigs, sold as components of drill rigs for earth drilling	16/10/2007	16/10/2027
23.	77439919	LOADSAFE	Registered: Sec 8/9 Renewal Deadline	United States of America	Schramm, Inc.	Class 12: automated drill pipe handling trailers for use with mobile drilling rigs	30/12/2008	30/12/2028
24.	77787233	<i>air-Control</i>	Registered: Sec 8/9 Renewal Deadline	United States of America	Schramm, Inc.	Class 7: electronic controls and monitors for controlling and monitoring the operation and performance of air compressors, sold as components of air compressors	15/06/2010	9/08/2020
25.	86103216		Registered: Sec 8/9 Renewal Deadline	United States of America	Schramm, Inc.	Class 42: Providing a website that gives computer users the ability to retrieve documentation on earth drilling equipment and parts for earth drilling equipment	21/06/2016	21/06/2026

No	Number	Mark	Status	Country	Record Owner	Goods & Services	Priority Date	Renewal Date
26	87207205	FURY	Registered: Sec 8/15 Renewal Deadline	United States of America	Schramm, Inc.	Class 7: Drilling rigs	26/02/2019	26/02/2025