

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM303374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advantica Intellectual Property Limited		09/25/2009	CORPORATION: UNITED KINGDOM
GL Industrial Services UK Ltd		09/25/2009	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Pioneer Lining Technology Limited		
Street Address:	1 Aurora Avenue, Queens Quay, Clydebank		
City:	Glasgow		
State/Country:	UNITED KINGDOM		
Postal Code:	G81 1BF		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1834904	SWAGELINING	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206-359-6479		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Jennifer L. Jolley		
Address Line 1:	1201 Third Ave, Ste 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	111104-4004.0002.US001		
DOMESTIC REPRESENTATIVE			
Name:	Jennifer L. Jolley		
Address Line 1:	1201 Third Ave, Ste 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Jennifer L. Jolley		
SIGNATURE:	/jennifer l jolley/		

OP \$40.00 1834904

DATE SIGNED:	05/02/2014
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Total Attachments: 9

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Trademark Assignment

DATED THIS 26 DAY OF SEPTEMBER 2009

TRADE MARK ASSIGNMENT

between

- 1) ADVANTICA INTELLECTUAL PROPERTY LIMITED
- 2) GL INDUSTRIAL SERVICES UK LTD
- 3) PIONEER LINING TECHNOLOGY LIMITED

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THIS ASSIGNMENT is dated this 25 day of SEPTEMBER 2009

PARTIES

- (1) **ADVANTICA INTELLECTUAL PROPERTY LIMITED** incorporated and registered in England and Wales with company number 2732228 whose registered office is at Holywell Park, Ashby Road, Loughborough, Leicestershire, LE11 3GR, United Kingdom (**AIPL**)
- (2) **GL INDUSTRIAL SERVICES UK LTD** incorporated and registered in England and Wales with company number 3294136 whose registered office is at Holywell Park, Ashby Road, Loughborough, Leicestershire, LE11 3GR, United Kingdom (**GL**).
- (3) **PIONEER LINING TECHNOLOGY LIMITED** incorporated and registered in Scotland with company number SC358774 whose registered office is at Edinburgh Quay, 133 Fountainbridge, Edinburgh, Midlothian, EH3 9AG, United Kingdom (**Assignee**).

BACKGROUND

- (A) AIPL was formerly known as Lattice Intellectual Property Ltd.
- (B) GL was formerly known as Advantica Ltd.
- (C) AIPL or GL are the proprietors of the trademarks listed in the Schedule to this Assignment (the "Trademark"); and
- (D) GL is the beneficial owner of the Trademark and through its use of the Trademark has acquired Goodwill in the same; and
- (E) By an IP purchase agreement dated 27th August, 2009 between AIPL, GL and the Assignee (the "Purchase Agreement"), GL and AIPL have agreed to assign their rights in the Trademark and the Goodwill therein to the Assignee on the terms set out in this Assignment.

AGREED TERMS

1. DEFINITIONS

With the exception of those terms expressly defined in this Assignment all defined terms shall have the meaning given to them in the Purchase Agreement.

2. ASSIGNMENT

In consideration of (£1) one pound (the receipt and adequacy of which AIPL hereby acknowledges); and

In consideration of the Purchase Price

AIPL and GL hereby assign to the Assignee all and any rights in and to the Trademark and any common law rights and all the Goodwill attaching to the same.

3. PROCEEDINGS

- 3.1 This Assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trademark (including proceedings against any third party for infringement of the Trademark or for passing off or for otherwise infringing the rights of GL in the Trademark).
- 3.2 GL agrees and undertakes to provide the Assignee (at its request) with all such reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trademark and the Assignee shall indemnify GL in respect of all costs and expenses (including reasonable legal costs) incurred by it in providing the Assignee with such assistance.

4. FURTHER ASSURANCE

GL covenants that, provided no external costs are incurred, at the request of the Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment.

5. GOVERNING LAW AND JURISDICTION

This Assignment and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.

The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment.

This Assignment has been entered into on the date above here written.

Schedule 1 TRADEMARKS

Country	Status	Title	Filing No.	Registration No.	Expiry Date/Next renewal due
Argentina	registered	"SWAGELINING" (word & device)	1918198	2020959	13.04.2015
Argentina	registered	"SWAGELINING" (word only)	1918197	1543958	13.04.2015
Australia	registered	"SWAGE LINING" (word & device)	637205	637205	07.08.2014
Australia	registered	"SWAGELINING" (word only)	637208	637208	07.08.2014
Australia	registered	"SWAGELINING" (word only)	848135	848135	27.08.2010
Australia	registered	"SWAGELINING" (word & device)	848136	848136	27.08.2010
Bahrain	registered	"SWAGELINING" (word & device)	2567/2000	4016	23.10.2010
Bahrain	registered	"SWAGELINING" (word only)	2565/2000	4015	23.10.2010
Bahrain	registered	"SWAGELINING" (word only)	2564/2000	28626	23.10.2010
Benelux	registered	"SWAGELINING" (word & device)	718607	452495	19.08.2018
Benelux	registered	"SWAGELINING" (word & device)	64291	448603	19.08.2018
Benelux	registered	"SWAGELINING" (word only)	718444	446692	12.08.2018
Benelux	registered	"SWAGELINING" (word only)	64290	448602	18.08.2018
Bolivia	registered	"SWAGELINING" (word & device)	SM018300	83768-C	22.03.2011
Bolivia	registered	"SWAGELINING" (word & device)	SM018200	83167-C	21.03.2011
Bolivia	registered	"SWAGELINING" (word only)	SM018400	83765-C	21.03.2011
Bolivia	registered	"SWAGELINING" (word only)	SM018500	83766-C	21.03.2011
Brazil	filed	"SWAGELINING" (word only)	829.757.562	-	-
Brazil	filed	"SWAGELINING" (word only)	829.757.597	-	-
Brazil	filed	"SWAGELINING" (word & device)	829.757.627	-	-
Brazil	filed	"SWAGELINING" (word & device)	829.757.619	-	-

Canada	registered	"SWAGELINING" (word & device)	615939	426795	25.05.2010
Canada	registered	"SWAGELINING" (word only)	625996	423959	03.03.2009
Chile	registered	"SWAGELINING" (word & device)	510.506	600632	30.07.2011
Chile	registered	"SWAGELINING" (word & device)	510507	603200	09.09.2011
Chile	registered	"SWAGELINING" (word only)	510505	603199	09.09.2011
Chile	registered	"SWAGELINING" (word only)	510504	510504	30.07.2011
China	registered	"SWAGELINING" (word & device)	950141120	1013777	20.05.2017
Columbia	registered	"SWAGELINING" (word & device)	00062655	247992	09.01.2012
Columbia	registered	"SWAGELINING" (word only)	00062662	267331	13.06.2012
Denmark	registered	"SWAGELINING" (word & device)	6717/88	VR01.343 1991	07.03.2011
Denmark	registered	"SWAGELINING" (word only)	6718/88	VR01.344 1991	07.03.2011
Ecuador	registered	"SWAGELINING" (word & device)	101311	5465-00	27.08.2010
Ecuador	registered	"SWAGELINING" (word & device)	101312	1693-00	09.08.2010
Ecuador	registered	"SWAGELINING" (word only)	101309	1692-00	09.08.2010
Ecuador	registered	"SWAGELINING" (word only)	101310	5464-00	27.08.2010
Finland	registered	"SWAGELINING" (word & device)	T200103376	228272	15.09.2013
Finland	registered	"SWAGELINING" (word only)	T200103375	228271	15.09.2013
France	registered	"SWAGELINING" (word & device)	953847	1680011	12.09.2018
France	registered	"SWAGELINING" (word only)	953848	1680012	11.09.2018
Germany	registered	"SWAGELINING" (word & device)	B101577/37WZ	2093647	30.04.2014
Germany	registered	"SWAGELINING" (word only)	B101576/37 WZ	2093648	30.04.2014
Great Britain	registered	"SWAGELINING" (word & device)	1570755	1570755	03.05.2010
Great Britain	registered	"SWAGELINING" (word only)	1570781	1570781	03.05.2010
Hong Kong	registered	"SWAGELINING" (word & device)	13172/95	809926	16.10.2012
Italy	registered	"SWAGELINING" (word & device)	41635-C/88	817160	30.08.2018

Italy	registered	"SWAGELINING" (word only)	41636-C/88	817161	30.08.2018
Japan	filed	"SWAGELINING" (word only)	2007-120403	-	-
Lithuania	registered	"SWAGELINING" (word & device)	20012190	45921	28.11.2011
Lithuania	registered	"SWAGELINING" (word only)	20012191	45922	29.11.2011
Malaysia	registered	"SWAGELINING" (word & device)	03013286	03013286	01.10.2013
New Zealand	registered	"SWAGELINING" (word & device)	621578	621578	25.08.2017
New Zealand	registered	"SWAGELINING" (word & device)	621579	621579	25.08.2017
New Zealand	registered	"SWAGELINING" (word only)	621577	621577	25.08.2017
New Zealand	registered	"SWAGELINING" (word & device)	621576	621576	25.08.2017
Nigeria	registered	"SWAGELINING" (word & device)	TP.62748	63152	11.01.2023
Nigeria	registered	"SWAGELINING" (word only)	TP.62747	63154	11.01.2023
Oman	registered	"SWAGELINING" (word & device)	23522	23522	30.09.2010
Oman	filed	"SWAGELINING" (word & device)	23523	-	-
Oman	registered	"SWAGELINING" (word only)	23542	23542	05.09.2010
Peru	registered	"SWAGELINING" (word & device)	98960	63265	03.05.2010
Peru	registered	"SWAGELINING" (word & device)	98959	21306	03.05.2010
Peru	registered	"SWAGELINING" (word only)	98961	22976	20.09.2010
Peru	registered	"SWAGELINING" (word only)	98962	63345	11.05.2010
Qatar	registered	"SWAGELINING" (word & device)	23828	23828	30.09.2010
Qatar	registered	"SWAGELINING" (word & device)	23829	23829	30.09.2010
Qatar	registered	"SWAGELINING" (word only)	23827	23827	30.09.2010
Qatar	registered	"SWAGELINING" (word only)	23826	23826	30.09.2010
Russian Federation	registered	"SWAGELINING" (word only)	96711097	159868	27.08.2016
Russian Federation	registered	"SWAGELINING" (in Cyrillic – word only)	96711102	159943	27.08.2016
Saudi Arabia	registered	"SWAGELINING" (word & device)	68423	641/5	10.08.2010

Saudi Arabia	registered	"SWAGELINING" (word & device)	68424	641/20	10.08.2010
Saudi Arabia	registered	"SWAGELINING" (word only)	22792	320/41	18.03.2013
Saudi Arabia	registered	"SWAGELINING" (word only)	68422	641/15	10.08.2010
Saudi Arabia	registered	"SWAGELINING" (word only)	22791	320/40	18.03.2013
Saudi Arabia	registered	"SWAGELINING" (word only)	68421	641/14	10.08.2010
Singapore	registered	"SWAGELINING" (word & device)	T03/156521	T03/156521	30.09.2013
South Africa	registered	"SWAGELINING" (word & device)	2000/15533	2000/15533	02.08.2010
South Africa	registered	"SWAGELINING" (word & device)	2000/15535	2000/15535	02.08.2010
South Africa	registered	"SWAGELINING" (word only)	2000/15534	2000/15534	02.08.2010
South Africa	registered	"SWAGELINING" (word only)	2000/15532	2000/15532	02.08.2010
Spain	registered	"SWAGELINING" (word & device)	1817885	1817885	27.04.2014
Spain	registered	"SWAGELINING" (word only)	1817886	1817886	27.04.2014
United Arab Emirates	registered	"SWAGELINING" (word & device)	40094	31612	01.01.2011
United Arab Emirates	registered	"SWAGELINING" (Word only)	40092	29460	02.01.2011
Uruguay	registered	"SWAGELINING" (word & device)	319787	319787	30.07.2010
Uruguay	registered	"SWAGELINING" (word only)	319788	319788	30.07.2010
USA	registered	"SWAGELINING" (word only)	74/147796	1,834,904	03.05.2014
Venezuela	registered	"SWAGELINING" (word & device)	425-2000	P232881	26.08.2011
Venezuela	registered	"SWAGELINING" (word & device)	426-2000	S17089	26.08.2011
Venezuela	registered	"SWAGELINING" (word only)	428-2000	S17099	26.08.2011
Venezuela	registered	"SWAGELINING" (word only)	427-2000	P232882	26.08.2011

Signature
Signed by
Capacity
for and on behalf of
ADVANTICA INTELLECTUAL PROPERTY LIMITED




Arthur Stoddart
Director

Signature
Signed by
Capacity
for and on behalf of
GL INDUSTRIAL SERVICES UK LTD



Arthur Stoddart
Managing Director

Signature
Signed by
Capacity
for and on behalf of
PIONEER LINING TECHNOLOGY LIMITED



Stephen Barnes
Director