

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Powerlase Limited		09/09/2009	Limited Company: GREAT BRITAIN
RECEIVING PARTY DATA			
Name:	Powerlase Photonics Limited		
Street Address:	135 High Street, Crawley		
Internal Address:	Griffin House		
City:	West Sussex		
State/Country:	GREAT BRITAIN		
Postal Code:	RH10 1DQ		
Entity Type:	Limited Company: GREAT BRITAIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3348138	POWERLASE	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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:	248-641-1600		
Email:	docketingtm@hdp.com, duross@hdp.com, jgant@hdp.com, lwang@hdp.com		
Correspondent Name:	Lisa M. DuRoss/Harness, Dickey & Pierce		
Address Line 1:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	6126-200003-US		
DOMESTIC REPRESENTATIVE			
Name:	Lisa M. DuRoss/Harness, Dickey & Pierce		
Address Line 1:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
NAME OF SUBMITTER:	LISA M. DUROSS		
SIGNATURE:	/lmd/		

CH \$40.00 3348138

DATE SIGNED:

06/04/2014

Total Attachments: 65

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Dated

9th

September 2009

(1) POWERLASE PHOTONICS LIMITED

(2) POWERLASE LIMITED
(IN ADMINISTRATION)

(3) KENNETH WILLIAM TOUHEY AND RICHARD HOWARD
TOONE

DEED OF ASSIGNMENT

Speechly Bircham LLP
6 New Street Square
London
EC4A 3LX
Tel: +44 (0)20 7427 6400
Fax: +44 (0)20 7427 6600

Ref SXR/MZO/333201
Doc 7038143.1

THIS DEED dated

September 2009

PARTIES

- (1) **Powerlase Photonics Limited** (company number:07009214) whose registered office is Griffin House, 135 High Street, Crawley, West Sussex RH10 1DQ ('the Assignee');
- (2) **Powerlase Limited (in administration)** (company number: 03982225) whose registered office is at 16-17 Boundary Road, Hove, East Sussex BN3 4AN ('the Assignor') acting by its joint administrators Kenneth William Touhey and Richard Howard Toone of Chantrey Vellacott DFK 10-12 Russell Square, London WC1B 5LF ('the Administrators');
- (3) **The Administrators;**

RECITALS

- (A) On 7 August 2009 the Administrators were appointed the joint administrators of the Vendor by the directors of the Vendor, through the Court, in accordance with paragraph 22 of Schedule B1 of the Insolvency Act 1986.
- (B) By an agreement dated 9 September 2009 (the SPA) the Assignor agreed to sell to the Assignee and the Assignee agreed to purchase all right, title, and interest as the Assignor, acting through the Administrators, had in and to the Assets (as defined in the SPA).
- (C) The Assignor is the proprietor of the Intellectual Property Rights (as hereinafter defined).
- (D) The Assignor has agreed to assign all its rights in and to the Intellectual Property Rights to the Assignee on the terms set out below.

OPERATIVE PART

1. DEFINITIONS

1.1 The following definitions and shall apply in this deed:

Business means the business carried on by the Vendor prior to the appointment of the Administrators including the research, development and manufacture of industrial laser technology;

Completion Date means 9 September 2009;

Domain Name means the domain name www.powerlase.com, to the extent that it remains valid;



Intellectual Property Rights means any and all of the following held by the Assignor and used exclusively in respect of the Business as at the Completion Date:

(a) patents, pending patents, trade marks (including the Trade Marks), service marks, domain names (including the Domain Name), registered designs, utility models, applications for and the right to make application for any of such rights, inventions, know how, trade secrets, unregistered trade marks and service marks, trade and business names, including rights in any get-up or trade dress, copyrights (including rights in computer software and in websites) unregistered design rights and other rights in designs and rights in databases; and

(b) rights under licences, consents, orders, statutes or otherwise in respect of any rights of the nature specified in paragraph (a) above;

Trade Marks means the trade marks set out in the Schedule;

Patents means the patents set out in the Schedule;

SPA means the sale and purchase agreement dated 9 September 2009 between (1) Powerlase Photonics Limited, (2) Powerlase Limited (in Administration) (3) Kenneth William Touhey and Richard Howard Toone and (4) E O Technics Co Limited.

2. ASSIGNMENT

2.1 The Assignor hereby assigns and grants (by way of present assignment and grant of present rights, title and interest) with no title guarantee to the Assignee absolutely such right title and interest as it may have in the Intellectual Property Rights (and like rights) throughout the world and all and any rights in and to the Intellectual Property Rights including the benefit of any applications for registration with the intention that, when the applications are granted, the registrations shall vest in the Assignee and any common law rights and all the goodwill attaching to any of the Intellectual Property Rights.

2.2 The Assignee may license, assign, grant or otherwise divest itself of any of the rights, title and interest granted or assigned to it hereunder.

2.3 This assignment shall include:

(a) the benefit of any applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee and all goodwill attaching to and represented by way of any of the Intellectual Property Rights;

(b) all rights of action arising or accrued relating to any of the Intellectual Property Rights, including without limitation, the right to take proceedings for infringement of any Intellectual Property Rights; and



(c) the right to seek and recover damages for any past infringement of any Intellectual Property Rights.

2.4 The Assignor agrees and undertakes to provide the Assignee (at its request) with all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Intellectual Property Rights and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) incurred by it in providing the Assignee with such assistance.

2.5 The Assignor shall execute such further documents and do such further acts as the Assignee may reasonably request from time to time to give full effect to this Assignment and to secure to the Assignee the full benefit of the rights in this Assignment.

3. AGREEMENT CONDITIONAL

4.1 This document is conditional to the Completion and execution of the SPA.

4.2 For the sake of completeness this Deed shall not operate in law in isolation.

4. GENERAL

4.1 The Assignor has specifically informed the Assignee that the Assignee must rely absolutely on the Assignee's own opinion and/or professional advice (which the Assignee confirms it has obtained from competent and appropriately qualified professionals) concerning the Intellectual Property Rights sold and purchased pursuant to this Deed. The Assignee acknowledges that it has been given every opportunity to instruct its own lawyers for general legal advice as to the terms and effect of the Deed and to assist with the drafting and negotiations of the same.

4.2 The Assignee acknowledges that it has entered into this Deed having satisfied itself of all matters relating to it and without reliance on any warranty or representation made by the Assignor or the Administrators or by any person acting or purporting to act on behalf of the Assignor or the Administrators.

4.3 Notwithstanding that this Deed shall have been signed by the Administrators on behalf of the Assignor it is hereby expressly agreed and declared that no personal liability under or in connection with this Deed shall fall on the Administrators or their firm or partners howsoever, and the Assignee shall indemnify the Administrators against any such liability. The Administrators are party to this Deed in their personal capacity only for the purpose of receiving the benefit of this clause and the exclusions, limitations, undertakings, covenants, and indemnities in their favour in this Deed. The Assignee acknowledges and agrees that in negotiating and completing this Deed the Administrators are acting as agents of the Assignor.

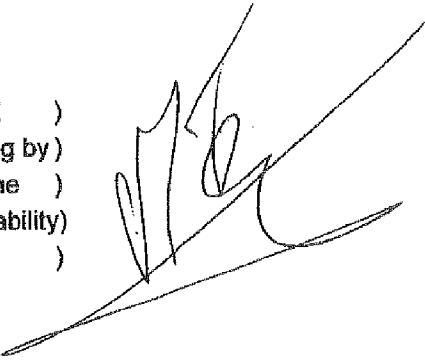



5. GOVERNING LAW AND JURISDICTION

This deed shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

EXECUTED as a deed in two originals the day and year first before written

Executed as a deed by POWERLASE)
LIMITED (IN ADMINISTRATION) acting by)
Kenneth William Touhey on behalf of the)
Joint administrators without personal liability)
in the presence of:)



Signature of witness: 

Name: MRS R TOUHEY
Address: 16/17 BOUNDARY ROAD, HOVE, EAST SUSSEX
Occupation:

Executed as a deed by Kenneth William)
Touhey acting for and on behalf of the)
Administrators and acting without)
personal liability in the presence of:)



Signature of witness: 

Name: MRS R TOUHEY
Address: 16/17 BOUNDARY ROAD, HOVE, EAST SUSSEX
Occupation:

Executed as a deed by **POWERLASE
PHOTONICS LIMITED** acting by:
Director:

)
)
)

K.D. Sung

In the presence of

Signature of witness:



Name: *CHOI, JUNG RYUL*

Address: *18-59, Daehung-dong, Mapo-gu, Seoul, Korea*

Occupation: *Company employee, EO Technics*

Schedule
Patents and Trade Marks



Powerlase Patents

Section	Reference	Region	Title	Status
1	P32400US	USA	High flux, high energy photon source	Granted
2	P32685US	USA	High energy end pumped laser	Granted
3	P32955US	USA	EUV system	Granted
4	P33000US	USA	Improvements to lasers	Granted
5	P33000US1	USA	Improvements to lasers	Granted
6	P36611EP	EU	Close compensated laser	Pending
7	P36611JP	Japan	Close compensated laser	Pending
8	P36611KR	Korea	Close compensated laser	Pending
9	P36611US	USA	Close compensated laser	Pending
10	P36612GB	UK	Isolated gain medium	Granted
11	P36620EP	EU	Laser multiplexing	Pending
12	P36620US	USA	Laser multiplexing	Pending
13	P37800EP	EU	Processing hard materials	Pending
14	P37800JP	Japan	Processing hard materials	Pending
15	P39364EP	EU	Readable barcodes	Pending
16	P39364JP	Japan	Readable barcodes	Pending
17	P39364US	USA	Readable barcodes	Pending
18	P41294GB	UK	Fibre bundle pulse duration expander	Granted

Powerlase Trademarks

Section	Reference	Region	Title	Status
19	4402586	EU	POFA	Granted
19	1259159	Canada	Powerlase	Granted
19	4952985	Japan	Powerlase	Granted
19	4402558	EU	Powerlase	Granted
19	3348138	USA	Powerlase	Granted
19	46-2006-0001742	Korea	Powerlase	Pending

