

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483635

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BS&B Safety Systems Limited		12/31/2013	Limited Liability Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BS&B Innovations Limited		
<b>Street Address:</b>	Robe House, Raheen Business Park		
<b>City:</b>	Limerick		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	Limited Liability Company: IRELAND		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4411589	OPRS	
<b>Registration Number:</b>	2806816	SAF	
<b>Registration Number:</b>	2490159	BURST ALERT	
<b>Registration Number:</b>	2764516	SMARTDISK	
<b>Registration Number:</b>	2126645	BS & B	
<b>Registration Number:</b>	2131771	BS & B	
<b>Registration Number:</b>	2096873	BS & B	
<b>Registration Number:</b>	2085828	BS & B	
<b>Registration Number:</b>	2083889	BS & B	
<b>Registration Number:</b>	2069188	BS & B	
<b>Registration Number:</b>	1193894	STA-SAF	
<b>Registration Number:</b>	3207402	BURST ALERT	
<b>Registration Number:</b>	2588215	IPD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024084400		
<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>Phone:</b>	2024084000		
<b>Email:</b>	docketing@finnegan.com		
<b>Correspondent Name:</b>	Naresh Kilaru		

OP \$340.00 4411589

TRADEMARK

**Address Line 1:** 901 New York Avenue, NW  
**Address Line 4:** Washington, D.C. 20001

**NAME OF SUBMITTER:** Naresh Kilaru

**SIGNATURE:** /Naresh Kilaru/

**DATE SIGNED:** 07/27/2018

**Total Attachments: 8**

source=Deed of Assignment - BSB Safety Systems and BSB Innovations#page1.tif  
source=Deed of Assignment - BSB Safety Systems and BSB Innovations#page2.tif  
source=Deed of Assignment - BSB Safety Systems and BSB Innovations#page3.tif  
source=Deed of Assignment - BSB Safety Systems and BSB Innovations#page4.tif  
source=Deed of Assignment - BSB Safety Systems and BSB Innovations#page5.tif  
source=Deed of Assignment - BSB Safety Systems and BSB Innovations#page6.tif  
source=Deed of Assignment - BSB Safety Systems and BSB Innovations#page7.tif  
source=Deed of Assignment - BSB Safety Systems and BSB Innovations#page8.tif

DATED December 31<sup>st</sup> 2013

**BS&B SAFETY SYSTEMS LIMITED**

-and-

**BS&B INNOVATIONS LIMITED**

---

**DEED OF ASSIGNMENT  
(Intellectual Property Rights)**

---

**KPMG Legal Services  
1 Stokes Place  
St. Stephen's Green  
Dublin 2  
OMCD**

THIS DEED OF ASSIGNMENT is made on the 31 day of December 2013

**BETWEEN:**

- (1) **BS&B SAFETY SYSTEMS LIMITED**, a limited liability company incorporated under the laws of Ireland with registered number 48049 and having its registered office at 4 Michael Street, Limerick (the "Assignor"); and
- (2) **BS&B INNOVATIONS LIMITED**, a limited liability company incorporated under the laws of Ireland with registered number 534454 and having its registered office at Robe House, Raheen Business Park, Limerick (the "Assignee").

**WHEREAS:**

- (A) The Assignee and the Assignor are members of the same group of companies.
- (B) Reference is made to the Business Transfer Agreement pursuant to which the Assignor sold and transferred the assets and undertaking of its R&D business including without limitation the Intellectual Property Rights (as defined below) to the Assignee together with the risks and rewards of the said business.
- (C) The parties now wish to enter into this Deed of Assignment to assign and transfer the Intellectual Property Rights to the Assignee upon the terms and subject to the conditions of this Deed.

**NOW THIS DEED WITNESSES as follows:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Deed, the following words and expressions shall, unless the context requires otherwise, have the following meanings:-

**Business Transfer Agreement** means the business transfer agreement of even date herewith and made between the Assignor and the Assignee;

**Intellectual Property** means all rights in any designs, get-up, applications, patents, confidential information, trademarks, service marks, trade or business names, unregistered trade marks (including without limitation all and any goodwill associated therewith), product registrations, topography rights, logos, Know-How, trade secrets, technical information, secret formulae and processes, copyrights (including without limitation rights in computer software), database rights, data collections and directories,

analytical tools, analysis methods, technology, computer or online software programs or platforms, mask works, utility models, domain names, rights under licences and other proprietary rights and consents in relation to any such rights, and rights of the same or similar effect or nature, together with all goodwill attaching or relating to thereto, including in-process developments of the foregoing, and, in each case:

- (a) whether registered or not (whether or not capable of protection by registration);
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future, and
- (e) wherever existing,

including but not limited to the Intellectual property listed in the Schedule hereto;

**Intellectual Property Rights**

means all the Intellectual Property rights owned, used or held for use by, or licensed by the Assignor in connection with the Business ( as defined in the Business Transfer Agreement) including, but not limited to, all Intellectual Property Rights set out in the Schedule; and

**Know-How**

means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or in any other forms and whether confidential or not).

**1.2 Construction of certain References**

In this Deed, unless the context otherwise requires:

- 1.2.1 references in this Deed to Clauses, Sub-Clauses and Schedules shall (save where otherwise expressly stated) be construed as references to Clauses, Sub-Clauses and Schedules to this Deed and references in a Schedule or part of a Schedule are to a paragraph of that Schedule or that part of that Schedule;

- 1.2.2 references in this Deed to any statute or statutory provision shall include a reference to that statute or statutory provision as the same shall from time to time be amended, extended, consolidated, replaced or re-enacted and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;
- 1.2.3 headings to the Clauses, Sub-Clauses and Schedules of this Deed shall not in any way affect the interpretation of such Clauses, Sub-Clauses and Schedules;
- 1.2.4 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 1.2.5 the words and phrases 'other', 'including' and 'in particular' or similar words shall not restrict the generality of any preceding words or be construed as being limited to the same class, acts, things or matters as the preceding words where a wider construction is possible;
- 1.2.6 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 1.2.7 where any obligation in this Deed is expressed to be undertaken or assumed by any party, that obligation is to be construed as including a requirement that the party concerned exercises all rights and powers of control over the affairs of any other person which that party is able to exercise (whether directly or indirectly) in order to secure performance of the obligation; and
- 1.2.8 words importing the singular include the plural and vice versa and words importing a gender include every gender.

## **2. ASSIGNMENT**

- 2.1 In furtherance of its obligations under the Business Transfer Agreement and the payment of the consideration therein (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor hereby unconditionally and irrevocably transfers and assigns to the Assignee all its right, title and interest in and to Intellectual Property Rights including without limitation any renewals reversions, extensions or revivals thereof and all rights of action accrued arising from ownership of any of the Intellectual Property Rights whether occurring before, on or after the date hereof together with (by way of present assignment of future rights) all future Intellectual Property Rights which may arise at any time in the future **TO HOLD** unto the Assignee with effect from the date hereof absolutely and forever.
- 2.2 The Assignor hereby declares and confirms that with effect from the date hereof it has no right, title, interest or benefit whatsoever, in, over or to the Intellectual Property Rights hereby assigned by the Assignor to the Assignee. The Assignor further declares and confirms that it shall not claim or purport to claim directly or indirectly in any manner whatsoever any right, title, interest in, to or over the Intellectual Property Rights.

3. FURTHER ASSURANCES

The Assignor shall (at the reasonable cost and expense of the Assignee) execute and perform all such further deeds, documents, assurances, acts and things as the Assignee may reasonably require in order to give effect to the terms of this Assignment.

4. MISCELLANEOUS PROVISIONS

4.1 Parties Bound. This Deed shall enure to the benefit of and be binding upon each party's permitted assigns.

4.2 Severability: If any provision in this Deed is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Deed shall not be impaired or affected in any way.

4.3 Assignment: Either party may freely assign or otherwise deal with any of their rights or obligations under this Deed without the prior written consent of the other party.

4.4 Waiver: A waiver by any party of any breach of the terms, provisions or conditions of this Deed or the acquiescence of a party hereto in any act (whether of commission or omission) which but for such acquiescence would be a breach of aforesaid shall not constitute a general waiver of such term, provision or contribution or of any subsequent act contrary thereto.

4.5 Notices: Any notice or other communication whether required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered by hand or sent by post addressed to the party to whom such notice is to be given at the address set out for such party herein (or such other address as such party may from time to time designate in writing to the other party hereto in accordance with the provisions of this Clause).

4.6 Entire Agreement: This Deed and the Business Reconstruction and Transfer Agreement constitute the entire agreement and understanding between the parties hereto relative to the subject matter of this Deed and supercede any previous agreements between the parties relating to the subject matter of this Deed.

4.7 Counterparts: This Deed may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Deed.

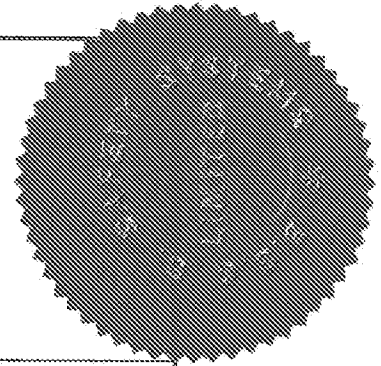
4.8 Governing Law and Jurisdiction. This Deed shall be governed by and construed in accordance with the laws of Ireland and shall be subject to the exclusive jurisdiction of the Courts of Ireland.

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first herein written.



**PRESENT** when the Common Seal of  
**BS&B SAFETY SYSTEMS  
LIMITED**

was affixed hereto  
and this Deed was delivered:

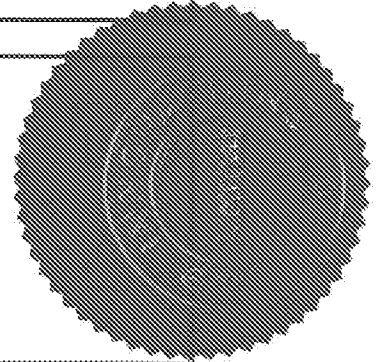


*Will [Signature]* Director

*Michael Conolly*  
Director/Secretary

**PRESENT** when the Common Seal of  
**BS&B INNOVATIONS LIMITED**

was affixed hereto  
and this Deed was delivered:



*Will [Signature]* Director

*Michael Conolly*  
Director/Secretary

**THE SCHEDULE**

**Intellectual Property Rights**

5421115\_2