

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Easat Radar Systems Ltd.		04/29/2019	Corporation: ENGLAND
RECEIVING PARTY DATA			
Name:	Goodwin PLC		
Street Address:	Ivy House Foundry, Hanley		
City:	Stoke on Trent		
State/Country:	ENGLAND		
Postal Code:	ST1 3NR		
Entity Type:	Corporation: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1711330	EASAT	
CORRESPONDENCE DATA			
Fax Number:	2125894201		
<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:	2125894240		
Email:	rhorowitz@bakerlaw.com		
Correspondent Name:	Robert B.G. Horowitz,		
Address Line 1:	Baker & Hostetler LLP		
Address Line 2:	45 Rockefeller Plaza, 14th Floor		
Address Line 4:	New York, NEW YORK 10111		
ATTORNEY DOCKET NUMBER:	091938.000063		
DOMESTIC REPRESENTATIVE			
Name:	Robert B.G. Horowitz,		
Address Line 1:	Baker & Hostetler LLP		
Address Line 2:	45 Rockefeller Plaza, 14th Floor		
Address Line 4:	New York, NEW YORK 10111		
NAME OF SUBMITTER:	Robert B.G. Horowitz		
SIGNATURE:	/Robert B.G. Horowitz/		

CH \$40.00 1711330

DATE SIGNED:	05/01/2019
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Total Attachments: 8

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- source=EasatIPRTooling assignment#page5.tif
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- source=EasatIPRTooling assignment#page7.tif
- source=EasatIPRTooling assignment#page8.tif

Dated 29 April 2019

[1] Easat Radar Systems Ltd

and

[2] Goodwin PLC

Agreement relating to Intellectual
Property Rights and Tooling

RJS SOLICITORS

PARTIES

- (1) Easat Radar Systems Ltd a company incorporated in England and Wales whose registered number is 02044226 and whose registered office is at Ivy House Foundry, Hanley, Stoke on Trent, ST1 3NR, England (**Subsidiary**).
- (2) Goodwin PLC a company incorporated in England and Wales whose registered number is 00305907 and whose registered office is at Ivy House Foundry, Hanley, Stoke on Trent, ST1 3NR, England (**Goodwin**).

BACKGROUND

- (A) The Subsidiary is a wholly owned subsidiary of Goodwin.
- (B) The Subsidiary owns (or has the benefit of) the Business IPR and the Tooling (both as defined below). The Subsidiary also owns the Tooling (as defined below).
- (C) The Subsidiary has agreed to assign the Business IPR to Goodwin and sell the Tooling to Goodwin in accordance with the terms of this Agreement.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in clause 9 apply in this Agreement.

2 ASSIGNMENT

- 2.1 Subject to the terms of this Agreement and with effect from the Effective Date, the Subsidiary assigns to Goodwin absolutely with full title guarantee all its title, right and interest in the Business IPR along with the full and exclusive benefit of those rights, including both statutory and common law rights and the right to sue for past infringements and to retain any damages arising from any such infringement actions.
- 2.2 The assignment under clause 2.1 includes:
 - 2.2.1 any goodwill attached to the Trade Marks and the goods or services and business in relation to which the Subsidiary has used or registered the trade marks;
 - 2.2.2 the benefit of any licence of the Business IPR granted by the Subsidiary to any other member of the Goodwin Group.

3 SALE AND PURCHASE

- 3.1 Subject to the terms of this Agreement, with effect from the Effective Date, the Subsidiary shall sell with full title guarantee free from all Encumbrances and Goodwin shall buy the Tooling.

4 CONSIDERATION

- 4.1 The consideration for:
 - 4.1.1 the assignment of the Business IPR shall be £2,500,000; and
 - 4.1.2 the sale and purchase of the Tooling shall be £500,000.
- 4.2 The Consideration, at the absolute discretion of Goodwin, shall be paid in cash or offset against balances due from the Subsidiary to Goodwin.
- 4.3 Unless otherwise stated in this Agreement, all references in this Agreement to the Consideration shall be exclusive of any amount in respect of value added tax (or similar tax)

- 4.4 In the event a relevant tax authority were to successfully challenge the amount of the Consideration, Goodwin and the Subsidiary agree that the Consideration will be amended to the amounts agreed with the said tax authority and, in the case of an increase in the Consideration the Subsidiary will pay such additional amount to Goodwin or, in the case of a reduction in the Consideration, Goodwin will pay a refund to the Subsidiary.

5 WARRANTIES AND INDEMNITY

- 5.1 The Subsidiary warrants that:
- 5.1.1 it is the sole legal and beneficial owner of the Business IPR;
 - 5.1.2 it is the properly registered proprietor of all the registered rights set out in Schedule 2 and all relevant fees, including renewal fees have been duly paid;
 - 5.1.3 it has full power to enter into this Agreement;
 - 5.1.4 other than in the ordinary course of the Business, it has not charged, assigned by way of security or granted any option or charge over the Business IPR or granted any licence or permission to use the Business IPR, other than to another member of the Goodwin Group;
 - 5.1.5 it has not by act or omission caused or permitted, and is not aware of, anything which might jeopardise the registration of any of the Trade Marks;
 - 5.1.6 it is not aware of any infringement or any threatened or likely infringement of the Business IPR; and
 - 5.1.7 all the Business IPR are valid and subsisting and there are no pending or threatened challenges or proceedings relating to the use, ownership or validity of the Business IPR;
 - 5.1.8 use or exploitation of the Business IPR will not infringe any third party rights;
 - 5.1.9 the Subsidiary has used all reasonable endeavours to protect the confidentiality of the Know-how and has not by act or omissions caused or permitted, and is not is not aware of, any circumstances which might jeopardise that confidentiality;
 - 5.1.10 it has good and marketable title to all of the Tooling and is the full legal and beneficial owner of all the Tooling and no Tooling is subject to any Encumbrance and/or royalty, factoring arrangement, leasing or hiring agreement, hire purchase agreement, conditional sale or credit sale agreement, agreement for payment on deferred terms or any similar agreement or arrangement or any agreement to enter, create or enter into the same;
 - 5.1.11 no receiver or administrative receiver has been appointed over any part of the Tooling, no application has been made to the court for any such appointment, and no power of sale or power to appoint a receiver or administrative receiver under the terms of any charge, mortgage or security over the Tooling has become exercisable;
 - 5.1.12 no distress, execution or other process has been served on the Tooling.
- 5.2 The Subsidiary will indemnify Goodwin against all reasonable loss, damages and costs incurred by Goodwin including direct and indirect consequential loss and loss of profit or reputation arising from breach by the Subsidiary of clause 5.1, including any interest, penalties or damages and any legal or other professional costs and expenses or other amounts paid in compromise or settlement of any such claim by Goodwin following legal advice. At Goodwin's request, and at the Subsidiary's expense, the Subsidiary will provide assistance to enable Goodwin to resist any action, claim or proceeding brought against Goodwin as a consequence of any such breach.

6 GENERAL

- 6.1 Variations to this Agreement will have effect when agreed by both Parties in writing.
- 6.2 The unenforceability of any part of this Agreement will not affect the enforceability of any other part.
- 6.3 No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 6.4 The Subsidiary shall at its own cost do all further acts and execute all further documents necessary to give effect to this Agreement, the assignment of the Business IPR and the recordal of those assignments.
- 6.5 Unless otherwise expressly provided for in this Agreement, each party will pay its own costs and expenses associated with the execution and implementation of this Agreement.
- 6.6 This Agreement will bind and benefit each Party's successors and personal representatives.

6.7 NOTICES

Notices under this Agreement will be in writing and sent to the parties at their addresses set out at the beginning of this Agreement or such other address as each recipient party shall separately notify to the other in writing. They may be given, and will be deemed received:

- 6.7.1 by first-class post: two Business Days after posting;
- 6.7.2 by airmail: seven Business Days after posting;
- 6.7.3 by hand: on delivery;
- 6.7.4 by facsimile: on receipt of a successful transmission report from the correct number; and
- 6.7.5 by email: on receipt of a delivery or read return mail from the correct address.

7 ENTIRE AGREEMENT

- 7.1 This Agreement together with any documents referred to in this Agreement form the entire agreement between the Parties in relation to its subject. No other terms apply.
- 7.2 The Parties acknowledge that they have not relied on and shall have no remedies or rights relating to any statements, representations or warranties other than those set out in this Agreement.
- 7.3 Nothing in this clause will have the effect of excluding any liability for fraudulent misrepresentation.

8 GOVERNING LAW AND JURISDICTION

- 8.1 This Agreement will be governed by and construed in accordance with the law of England and Wales.
- 8.2 Disputes will be submitted to the jurisdiction of the courts of England and Wales.

9 DEFINITIONS AND INTERPRETATION

- 9.1 In this Agreement, unless stated otherwise:

Business: means the business of the Subsidiary, namely the design, manufacture and sale of radar antennas and complete radar systems;

Business Day: means a day (other than a Saturday or Sunday or public holiday) on which banks are generally open in London for non-automated normal business;

Business IPR: means the Intellectual Property Rights owned by the Subsidiary and used in the Business, including the Designs, the Domain Names (together with all Intellectual Property Rights owned by the Subsidiary in the websites hosted at the Domain Names), the Know-how, the Software, the Trademarks and any Intellectual Property Rights described or associated with the matters set out in Schedule 3;

Consideration: means the consideration set out in clause 4.1;

Designs: means the unregistered design rights, and future designs owned by the Subsidiary and used in connection with the Business together with all copyright and database rights, or equivalent rights, subsisting in them;

Domain Names: means all domain names registered in the name of or used by the Subsidiary, including the domain names listed in Schedule 1;

Effective Date: means 30th April 2019;

Encumbrances: means any mortgage, claim, charge (fixed or floating), pledge, lien, hypothecation, guarantee, right of set-off, trust, assignment, right of first refusal, right of pre-emption, option, restriction or other encumbrance or any legal or equitable third party right or interest including any security interest of any kind or any type of preferential arrangement (or any like agreement or arrangement creating any of the same or having similar effect) and **Encumbrances** means more than one of them;

Goodwin Group: means any subsidiary undertaking (as defined by section 1162 of the Companies Act 2006) of Goodwin from time to time;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, drawings, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Know-how: means any confidential information, experience, drawings, designs, other technical information and information relating to the Business including the benefit of any confidentiality obligations relating to that information;

Party/Parties: means either the Subsidiary or Goodwin or both of them together as appropriate;

Software: means all software owned by the Subsidiary and used in connection with the Business, including all associated Intellectual Property Rights in such software;

Tooling: means all the tooling and patterns owned or used by the Subsidiary in connection with the Business, including the tooling and patterns set out in Schedule 4;

Trade Marks: means the registered and unregistered trade marks set out in Schedule 2 (if any) and together with all copyright and design rights associated with them.

9.2 Unless the context otherwise requires:

9.2.1 the singular includes the plural and vice versa;

9.2.2 references to this Agreement include its Schedules;

- 9.2.3 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 9.2.4 clause headings are for convenience only and do not affect their interpretation or construction;
- 9.2.5 general words are not limited by any examples or illustrations given; and
- 9.2.6 references to legislation include any modification or re-enactment thereof.

IN WITNESS WHEREOF the parties have duly executed this Agreement on the day and year written on the first page.

Schedule 1 Domain Names

airdefence.com
airportradar.com
airsurveillance.com
asderadar.com
coastalsurveillance.com
easat.com
easat.co.uk
easat.info
easat.uk
easatantennas.com
easatantennas.co.uk
easatantennas.eu
easatantennas.uk
radarpedestals.com
radarsystem.com
radarsystem.co.uk
surfacemovement.com
vesseltraffic.com
Subdomains:
database.easat.co.uk

Schedule 2 Trade marks

Registered number	Registered mark	Territory	Classes
UK00001315151	EASAT	United Kingdom	9 (NICE)
US 74187896	EASAT	United States	9 (NICE) 021 (National)
8076368	EASAT ANTENNAS LTD	China	9

Schedule 3 Other Business IPR

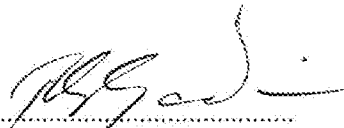
All drawings, designs, know how (including procedures, purchase specifications, inspection know how), and confidential information relating to the Subsidiary product range including but not limited to the drawing numbers EA0001 - EA28906


Schedule 4 Tooling

All tooling including but not limited to the CFT tooling and the PCT tooling.

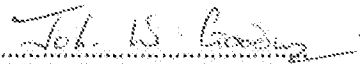
EXECUTION PAGE

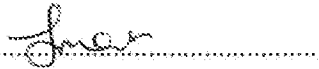
Executed as a deed by Easat Radar Systems Ltd acting by two directors or a director and the secretary


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Director


.....
Director or secretary

Executed as a deed by Goodwin PLC acting by two directors or a director and the secretary


.....
Director


.....
Director or secretary