OP \$40.00 2817127

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM610325

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Roplan Holding AB		06/04/2020	Limited Liability Company: SWEDEN	

RECEIVING PARTY DATA

Name:	Quadro Engineering Corporation		
Street Address:	613 Colby Drive		
City:	Waterloo, Ontario		
State/Country:	CANADA		
Postal Code:	N2V1A1		
Entity Type:	Corporation: CANADA		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	2817127	STERIDOSE	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8474573791

Email: clarson@idexcorp.com

Correspondent Name: Lisa M. Anderson
Address Line 1: 3100 Sanders Road

Address Line 2: Suite 300

Address Line 4: Northbrook, ILLINOIS 60062

DOMESTIC REPRESENTATIVE

Name: Lisa M. Anderson
Address Line 1: 3100 Sanders Road

Address Line 2: Suite 300

Address Line 4: Northbrook, ILLINOIS 60062

NAME OF SUBMITTER:	Lisa M. Anderson
SIGNATURE:	/Lisa M Anderson/
DATE SIGNED:	11/23/2020

TRADEMARK REEL: 007113 FRAME: 0340

Total Attachments: 4

source=Trademark Assignment - Roplan to Quadro Final 060420#page1.tif

source=Trademark Assignment - Roplan to Quadro Final 060420#page2.tif

source=Trademark Assignment - Roplan to Quadro Final 060420#page3.tif

source=Trademark Assignment - Roplan to Quadro Final 060420#page4.tif

TRADEMARK REEL: 007113 FRAME: 0341

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of this 4th day of June, 2020 (the "Assignment"), by and between **Roplan Holding AB**, a limited liability company (Aktiebolag) of the country of Sweden, having its principal place of business at Ostmästargränd 8A, SE-120 40 Årsta, Sweden (hereinafter "Assignor"), and **Quadro Engineering Corporation**, a corporation of the country of Canada, having its principal place of business at 613 Colby Drive, Waterloo, Ontario, N2V 1A1, Canada (hereinafter "Assignee").

WHEREAS, Assignor owns the trademark applications and registrations identified on the attached Schedule A; and

WHEREAS, Assignor agrees to sell, assign, convey and transfer to Assignee all right, title and interest in each such trademark applications and registrations listed on Schedule A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks").

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

- **Assignment**. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and. benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- 2. **Assumption of Liabilities.** Subject to the terms and conditions set forth herein, Assignee shall assume and agree to pay, perform and discharge the liabilities and obligations of Assignor of any kind, character or nature whatsoever (whether known or unknown, accrued, absolute, contingent, determined, determinable or otherwise, and whether arising or to be performed prior

TRADEMARK REEL: 007113 FRAME: 0342 to, on or after the Closing) to the extent relating to the Marks (collectively, the "Assumed Liabilities"). Other than the Assumed Liabilities, Assignee shall not assume any liabilities or obligations of Assignor of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

- 3. **Purchase Price.** The aggregate purchase price for the Marks shall be SEK 9,750,000 (the "Purchase Price"), plus the assumption of the Assumed Liabilities. The Assignee shall pay the Purchase Price to Assignor on or before June 9, 2020 via wire transfer.
- 4. Authorization. Assignor authorizes and requests the Commissioners of Patents and Trademarks and corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
- 5. Further Assurances. Assignor agrees that at any time and from time to time after the date hereof, at the reasonable request of Assignee and without further consideration, Assignor shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title and interest in and to the Marks and to assist Assignee in exercising all rights with respect thereto.
- 6. No Conflicts. Assignor hereby covenants and agrees that it has the full right to convey its entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.
- 7. **Miscellaneous**. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment on the aforesaid date.

Assignor:

Roplan Holding AB

By: Neil Thompson

Its: Director

Accepted and Acknowledged by Assignee:

Quadro Engineering Corporation

By: Brady Veitch

Its: President

SCHEDULE A

Trademark Name	Country	Application Number	Registration Number	Registration Date
Steridose	Australia	320737	320737	Aug-04-1978
Steridose	Canada	0428555	TMA240019	Feb-22-1980
Steridose	China	12030472	12030472	Jun-29-2014
Steridose	China	6351393	6351393	Feb-28-2010
Steridose	China	12030471	12030471	Jun-29-2014
Sterimixer	Denmark	VA198904894	VR199006456	Sep-28-1990
Sterivessel	Denmark	VA 1989 04893	VR 1990 06455	Sep-28-1990
Steridose	European (EUIPO)	002057123	002057123	Sep-27-2002
Steridose	European (EUIPO)	003012960	003012960	Nov-23-2004
Sterimixer	European (EUIPO)	003888881	003888881	Apr-05-2006
Sterisample	European (EUIPO)	005039482	005039482	Mar-01-2007
Sterivalve	European (EUIPO)	003012564	003012564	Nov-23-2004
Sterimixer	Finland	199402346	136537	Feb-20-1995
Sterimixer	France	95577444	95577444	Jun-20-1995
Sterimixer	Germany	ST19536	DE2088585	Dec-30-1994
Sterimixer	Italy	362015000037053	362015000037053	Dec-22-2016
Steridose	Japan	1978-060852	1577896	Mar-28-1983
Sterimixer	Japan	1986-136016	2186347	Nov-28-1989
Sterimixer	Norway	19942720	170185	Nov-30-1995
Steridose	Sweden	2001/00457	350753	Dec-07-2001
Steriflange	Sweden	1996/06055	320293	Dec-13-1996
Sterimixer	Sweden	2005/02707	376202	Nov-11-2005
Sterivalve	Sweden	2002-00927	358702	Nov-26-2002
Steridose	Switzerland	04517/1993	P-409538	Apr-11-1994
Sterimixer	United Kingdom	1571415	1571415	Jan-26-1996
Steridose	United States of America	78-170179	2817127	Feb-24-2004
Sterivalve	United States of America	73821039	0222682	Apr-12-1991

Assignment between Roplan Holding AB and Quadro Engineering Corporation

RECORDED: 11/23/2020

Page 4 of 4