

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728984

<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>
Brady Technologies Limited	FORMERLY Brady Public Limited Company	04/30/2022	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brady Trading Limited		
<b>Street Address:</b>	Victory House Vision Park, Histon		
<b>Internal Address:</b>	First Floor		
<b>City:</b>	Cambridge		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	CB24 9ZR		
<b>Entity Type:</b>	Private Limited Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2169813	TRINITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7576285566		
<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>	757-628-5582		
<b>Email:</b>	ip@wilsav.com		
<b>Correspondent Name:</b>	Timothy J. Lockhart		
<b>Address Line 1:</b>	440 Monticello Avenue, Suite 2200		
<b>Address Line 2:</b>	Attn.: IP Administrator		
<b>Address Line 4:</b>	Norfolk, VIRGINIA 23510-2243		
<b>ATTORNEY DOCKET NUMBER:</b>	54254.037		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Timothy J. Lockhart		
<b>Address Line 1:</b>	440 Monticello Avenue, Suite 2200		
<b>Address Line 2:</b>	Attn.: IP Administrator		
<b>Address Line 4:</b>	Norfolk, VIRGINIA 23510-2243		
<b>NAME OF SUBMITTER:</b>	Timothy J. Lockhart		

OP \$40.00 2169813

<b>SIGNATURE:</b>	/Timothy J. Lockhart/
<b>DATE SIGNED:</b>	05/19/2022
<b>Total Attachments: 9</b> source=Brady Technologies Limited-Brady Trading Limited TRINITY Assignment#page1.tif source=Brady Technologies Limited-Brady Trading Limited TRINITY Assignment#page2.tif source=Brady Technologies Limited-Brady Trading Limited TRINITY Assignment#page3.tif source=Brady Technologies Limited-Brady Trading Limited TRINITY Assignment#page4.tif source=Brady Technologies Limited-Brady Trading Limited TRINITY Assignment#page5.tif source=Brady Technologies Limited-Brady Trading Limited TRINITY Assignment#page6.tif source=Brady Technologies Limited-Brady Trading Limited TRINITY Assignment#page7.tif source=Brady Technologies Limited-Brady Trading Limited TRINITY Assignment#page8.tif source=Brady Technologies Limited-Brady Trading Limited TRINITY Assignment#page9.tif	

**DATED**

30 April 2022

**ASSIGNMENT OF TRADE MARKS**

between

**BRADY TECHNOLOGIES LIMITED**

and

**BRADY TRADING LIMITED**

This agreement is dated 30 April 2022

## Parties

- (1) **BRADY TECHNOLOGIES LIMITED**, incorporated and registered in England and Wales with company number 02164768 whose registered office is at Centennium House, 100 Lower Thames Street, London, England, EC3R 6DL (the “**Assignor**”); and
- (2) **BRADY TRADING LIMITED**, incorporated and registered in England and Wales with company number 07834364 whose registered office is at First Floor, Victory House Vision Park, Histon, Cambridge, CB24 9ZR (the “**Assignee**”)

## BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

#### 1.1 Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Main Agreement:** an asset purchase agreement dated 30 April 2022 between the Assignor and the Assignee.

**Trade Marks:** the registered trade marks short particulars of which are set out in the Schedule 1.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

#### 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

#### 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to legislation or a legislative provision shall include all subordinate legislation made under that legislation or legislative provision.
- 1.10 **Writing or written** includes fax but not email.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

## 2. **Assignment**

Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- (b) [all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

### **3. VAT**

- 3.1 All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.
- 3.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.
- 3.3 If the Assignee fails to comply with its obligation under this clause ~~3~~, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

### **4. Further assurance**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, [promptly] execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

### **5. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### **6. Entire agreement**

- 6.1 This agreement constitutes the entire agreement between the parties.
- 6.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

### **7. Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**8. Severance**

8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**9. Counterparts**

9.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9.2 Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format including an electronic signing platform) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement.

9.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

**10. Third party rights**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**11. Notices**

11.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

(b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

(i) Seller: andrew.woolley@bradyplc.com with a copy to mtoye@hanoverinv.com

(ii) Buyer: andrew.woolley@bradyplc.com with a copy to mtoye@hanoverinv.com

11.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission (save in the case of an automated failure delivery notice (which shall not include an out-of-office reply) being received by the sender).

11.3 This clause 11 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 12. **Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## 13. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.



**Schedule 1 Trade marks****Part 1 Registered trade marks**

UK or EUTM	Class	Mark	Number
EUTM	09, 35, 38, 42	Opval	006859771
	<p><b>Goods and services</b>            Class 09: Computer programs and computer software; electronic publications (downloadable); computer programs and computer software for use in relation to financial products and services; computer programs and computer software for use in relation to trading in equities, commodities, foreign exchange; computer programs and computer software for use as solutions for management and administration of business; computer programs and computer software for use in logistics.            Class 35: Business management and administration services; business consultancy; provision of integrated management and logistics solutions for businesses trading in commodities, equities, foreign exchange; consultancy, advisory and information services related to management; accountancy services.            Class 36: Provision of research, consultancy, advisory and design services relating to financial services and to trade in commodities, equities, foreign exchange.            Class 42: Consultancy, advisory and information services related to design of computer software for logistics; design and development of computer software; computer programming; installation, maintenance and updating of computer software; computer system design; computer systems analysis; rental of computers and computer software; consultancy in the field of computer hardware; implementation and management of integrated computer software based solutions for management and logistics.</p>		
UK	09, 35, 38, 42	Opval	UK00906859771
	<p><b>Goods and services</b>            Class 09: Computer programs and computer software; electronic publications (downloadable); computer programs and computer software for use in relation to financial products and services; computer programs and computer software for use in relation to trading in equities, commodities, foreign exchange; computer programs and computer software for use as solutions for management and administration of business; computer programs and computer software for use in logistics.            Class 35: Business management and administration services; business consultancy; provision of integrated management and logistics solutions for businesses trading in commodities, equities, foreign exchange; consultancy, advisory and information services related to management; accountancy services.            Class 36: Provision of research, consultancy, advisory and design services relating to financial services and to trade in commodities, equities, foreign exchange.            Class 42: Consultancy, advisory and information services related to design of computer software for logistics; design and development of computer software; computer programming; installation, maintenance and updating of computer software; computer system design; computer systems analysis; rental of computers and computer software; consultancy in the field of computer hardware; implementation and management of integrated computer software based solutions for management and logistics.</p>		
EUTM	09, 35, 38, 42	Trinity	006859839
	<p><b>Goods and services</b>            Class 09: Computer programs and computer software; electronic publications (downloadable); computer programs and computer software for use in relation to financial products and services; computer programs and computer software for use in relation to trading in equities, commodities, foreign exchange; computer programs and computer software for use as solutions for management and administration of business; computer programs and computer software for use in logistics; all the aforesaid services relating to commodities trading or risk management solutions.            Class 35: Business management and administration services; business consultancy; provision of integrated management and logistics solutions for businesses trading in commodities, equities, foreign exchange; consultancy, advisory and information services related to management; accountancy services; all the aforesaid services relating to commodities trading or risk management solutions.            Class 36: Provision of research, consultancy, advisory and design services relating to financial services and to trade in commodities, equities, foreign exchange.            Class 42: Consultancy, advisory and information services related to design of computer software for logistics; design and development of computer software; computer programming; installation, maintenance and updating of computer software; computer system design; computer systems analysis; rental of computers and computer software; consultancy in the field of computer hardware; implementation and management of integrated computer software based solutions for management and logistics; all the aforesaid services relating to commodities trading or risk management solutions.</p>		

UK	09, 35, 38, 42	Trinity	UK00906859839
	<p><b>Goods and services</b>  Class 09: Computer programs and computer software; electronic publications (downloadable); computer programs and computer software for use in relation to financial products and services; computer programs and computer software for use in relation to trading in equities, commodities, foreign exchange; computer programs and computer software for use as solutions for management and administration of business; computer programs and computer software for use in logistics; all the aforesaid services relating to commodities trading or risk management solutions.  Class 35: Business management and administration services; business consultancy; provision of integrated management and logistics solutions for businesses trading in commodities, equities, foreign exchange; consultancy, advisory and information services related to management; accountancy services; all the aforesaid services relating to commodities trading or risk management solutions.  Class 36: Provision of research, consultancy, advisory and design services relating to financial services and to trade in commodities, equities, foreign exchange.  Class 42: Consultancy, advisory and information services related to design of computer software for logistics; design and development of computer software; computer programming; installation, maintenance and updating of computer software; computer system design; computer systems analysis; rental of computers and computer software; consultancy in the field of computer hardware; implementation and management of integrated computer software based solutions for management and logistics; all the aforesaid services relating to commodities trading or risk management solutions.</p>		
US	09	Trinity	2169813
	<p><b>Goods and services</b>  Class 09: computer software and computer programs for use in the fields of capital market trading, share trading, commodities trading, and foreign exchange trading [ ; data carriers, namely, compact discs, floppy discs, computer chips and magnetic tapes all for use in the fields of capital market trading, share trading, commodities trading, and foreign exchange trading</p>		

Signed by Bernard Delahaye  
for and on behalf of Brady  
Technologies Limited

*Bernard Delahaye*

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Director

Signed by Andrew Woolley for  
and on behalf of Brady  
Trading Limited

*Andrew Woolley*

.....

Director