

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM859502

<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>
Heraeus Noblelight GmbH		10/04/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heraeus Holding GmbH		
<b>Street Address:</b>	Heraeusstrasse 12-14		
<b>City:</b>	Hanau		
<b>State/Country:</b>	GERMANY		
<b>Entity Type:</b>	Limited Liability Company: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4281042	ORIGINAL HANAU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	ndkramer@mindspring.com		
<b>Correspondent Name:</b>	Nathaniel Kramer		
<b>Address Line 1:</b>	66 Palmer Avenue		
<b>Address Line 2:</b>	Suite 49B		
<b>Address Line 4:</b>	Bronxville, NEW YORK 10708		
<b>NAME OF SUBMITTER:</b>	Nathaniel Kramer		
<b>SIGNATURE:</b>	/Nathaniel Kramer/		
<b>DATE SIGNED:</b>	12/07/2023		
<b>Total Attachments: 6</b>			
source=Assignment#page1.tif			
source=Assignment#page2.tif			
source=Assignment#page3.tif			
source=Assignment#page4.tif			
source=Assignment#page5.tif			
source=Assignment#page6.tif			

OP \$40.00 4281042

## IP ASSIGNMENT

This Agreement is entered into by and between  
Heraeus Noblelight GmbH  
Heraeusstraße 12-14, 63450 Hanau  
("HNG")  
and

Heraeus Holding GmbH  
Heraeusstraße 12-14, 63450 Hanau  
("HOLDING").

WHEREAS, HNG is the owner of the trademarks listed in Annex A (the "Trademarks") and the domains listed in Annex B (the "Domains"); and

WHEREAS, HOLDING wishes to acquire the entire rights, title, and interest in the Trademarks and the Domains in perpetuity;

NOW, the parties agree as follows:

1. Assignment.

HNG does hereby irrevocably assign to HOLDING all rights, titles, and interests (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks as well as all rights, titles, and interests to the Domains.

HOLDING agrees to the afore-mentioned assignment and accepts the afore-mentioned transfer of all rights, titles, and interests.

2. Consideration.

In consideration for the assignment set forth in Section 1, HOLDING shall pay HNG the sum of 1.000 Euro.

3. Representations and Warranties. HNG represents and warrants to HOLDING:

- a. HNG has the right, power and authority to enter into this Agreement;
- b. HNG is the exclusive owner of all rights, titles and interests, including all intellectual property rights, in the Trademarks and in the Domains.

4. Grant of License:

HOLDING grants to HNG, and HNG accepts, a non-exclusive, non-transferable, and revocable license for the Trademarks and the Domains (the "License"), for the sole purpose that HNG can fulfill its duties, arising out of the license agreement ("*Markenlizenzvertrag*") with HN Sunlight GmbH, registered at Kurt-Blaum-Platz 2, 63450 Hanau, signed on June 30<sup>th</sup>, 2015. The License does not exceed the stated purpose and is therefore only sublicensable to HN Sunlight GmbH.

5. Actions in HOLDING's Best Interest:

HNG shall act in the best interests of HOLDING as owner of the Trademarks and the

Domains and in such a way as to preserve and protect HOLDING's interest in the Trademarks and the Domains.

6. HOLDING and HNG agree that no particular license fees will be payable for the License.

7. Entire Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

8. Amendment.

This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

9. Severability.

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

10. Agreement to Perform Necessary Acts.

HOLDING and HNG agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

11. Governing Law.

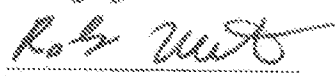
This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of Germany.

Date: 04.10.2023



HNG

Roland Eckl  
Managing Director



HOLDING

Rolf Wetzel  
Managing Director



HOLDING

Helge Heindl  
Authorized Signatory

ANNEX A TO IP ASSIGNMENT

Nb.	Internal file number	Trademark	Effective filing date	Application number	Registration date	Registration number
1	1949T50002 BR	ORIGINAL HANAU	12.07.1974	200059432	10.01.1980	200059432
2	1949T50002 BR01	ORIGINAL HANAU	12.07.1974	200059440	10.01.1980	200059440
3	1949T50002 DE	ORIGINAL HANAU	18.11.1949	643368	31.08.1953	643368
4	1949T50002 ES	ORIGINAL HANAU	20.10.1954	286877	20.04.1955	286877
5	1949T50002 NO	ORIGINAL HANAU	17.10.1968	97 698	02.11.1972	86 184
6	1949T50002WO	Original Hanau	22.02.1954	175 011	23.10.1954	175011
7	1949T50002WO AT	Original Hanau	22.02.1954	175 011	23.10.1954	175011
8	1949T50002WO BX	Original Hanau	22.02.1954	175 011	23.10.1954	175011
9	1949T50002WO DE	Original Hanau	22.02.1954	175 011	23.10.1954	175011
10	1949T50002WO FR	Original Hanau	22.02.1954	175 011	23.10.1954	175011
11	1949T50002WO IT	Original Hanau	22.02.1954	175 011	23.10.1954	175011
12	1962T50002 DE	ORIGINAL HANAU	02.03.1962	Q390	09.07.1962	763104
13	1962T50002WO	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
14	1962T50002WO AT	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
15	1962T50002WO BA	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
16	1962T50002WO BX	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
17	1962T50002WO CH	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
18	1962T50002WO CZ	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677

19	1962T50002WO DE	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
20	1962T50002WO EG	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
21	1962T50002WO ES	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
22	1962T50002WO FR	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
23	1962T50002WO HR	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
24	1962T50002WO HU	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
25	1962T50002WO IT	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
26	1962T50002WO LI	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
27	1962T50002WO MA	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
28	1962T50002WO MC	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
29	1962T50002WO PT	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
30	1962T50002WO RO	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
31	1962T50002WO RS	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
32	1962T50002WO SI	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
33	1962T50002WO SM	ORIGINAL HANAU	10.10.1966	322677	10.10.1966	322677
34	1972T50012 BR	ORIGINAL HANAU	12.07.1974	12375/M74	10.01.1980	7174080
35	1972T50012 CN	ORIGINAL HANAU	30.11.2011	10251008	07.02.2013	10251008
36	1972T50012 CN01	ORIGINAL HANAU	30.11.2011	10251002	21.07.2013	10251002
37	1972T50012 CN02	ORIGINAL HANAU	30.11.2011	10251001	21.02.2013	10251001
38	1972T50012 CN03	ORIGINAL HANAU	30.11.2011	10251007	21.07.2013	10251007
39	1972T50012	ORIGINAL	30.11.2011	10251003	07.11.2013	10251003

	CN04	HANAU				
40	1972T50012 DE	ORIGINAL HANAU	09.05.1972	O7502	02.11.1973	911420
41	1972T50012 DE01	ORIGINAL HANAU	27.03.1981	O10392	08.03.1982	1030402
42	1972T50012 GB02	ORIGINAL HANAU	07.04.1981	1152180	07.04.1981	1152180
43	1972T50012 GB03	ORIGINAL HANAU	01.06.2011	UK0091001 2706	08.11.2011	UK0091001 2706
44	1972T50012 US01	ORIGINAL HANAU	18.11.2011	76709,785	29.01.2013	4,281,042
45	1972T50012EU	ORIGINAL HANAU	01.06.2011	010012706	08.11.2011	010012706
46	1972T50012WO	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
47	1972T50012WO AT	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
48	1972T50012WO BA	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
49	1972T50012WO BX	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
50	1972T50012WO CH	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
51	1972T50012WO CZ	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
52	1972T50012WO DE	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
53	1972T50012WO ES	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
54	1972T50012WO FR	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
55	1972T50012WO HR	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
56	1972T50012WO HU	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
57	1972T50012WO IT	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
58	1972T50012WO PT	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
59	1972T50012WO RO	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523

60	1972T50012WO RS	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523
61	1972T50012WO SI	ORIGINAL HANAU	21.07.1982	472523	21.07.1982	472523

ANNEX B TO IP ASSIGNMENT

1	original-hanau-suncare.com		30.04.2009	ACTIVE
2	original-hanau-suncare.de		15.02.2010	ACTIVE
3	original-hanau.com		01.08.2011	ACTIVE
4	original-hanau.de		24.04.2009	ACTIVE
5	originalhanau.com		30.04.2009	ACTIVE
6	originalhanau.de		24.04.2009	ACTIVE