

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM860468

<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>
WEIDMANN HOLDING AG		11/21/2023	Joint Stock Company: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Megger Systems Inc.		
<b>Street Address:</b>	4545 West Davis Street		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75211		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3870452	INSULOGIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172373900		
<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>	3172373800		
<b>Email:</b>	trademarks@fbtlaw.com		
<b>Correspondent Name:</b>	Eric Lamb		
<b>Address Line 1:</b>	111 Monument Circle		
<b>Address Line 2:</b>	Suite 4500		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>NAME OF SUBMITTER:</b>	Eric Lamb		
<b>SIGNATURE:</b>	/Eric Lamb/		
<b>DATE SIGNED:</b>	12/12/2023		
<b>Total Attachments: 3</b>			
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OP \$40.00 3870452

**RECORDABLE ASSIGNMENT AND TRANSFER OF  
TRADEMARKS**

This RECORDABLE ASSIGNMENT AND TRANSFER (the "Assignment"), effective 31 March, 2023, refers to the IP TRANSFER AGREEMENT (the "IP Transfer Agreement") dated on or about 31 March 2023 on or about and made between, inter alia,

- (1) Weidmann Holding AG, a company incorporated in Switzerland and registered in the Commercial Register of the Canton of St. Gallen under registration number CHE-102.124.926 with its registered office address at Neue Jonastrasse 60, 8640 Rapperswil SG, Switzerland

--- "Assignor" or "Weidmann" ---

- (2) Megger Systems Inc., a company incorporated in Delaware, USA, with registration number 87-3639831 with its registered office address at 4545 West Davis Street, Dallas, Texas, 75211, USA

--- "Assignee" or "Megger Systems" ---

- each individually referred to hereinafter as a "Party" and together as the "Parties" ---

**RECITALS**

- (A) The Assignor holds certain Intellectual Property pertaining to the Lab and Monitoring Business of Weidmann and Weidmann's Affiliates.
- (B) Weidmann and Megger have entered into an umbrella purchase agreement dated 23 February 2023 ("Umbrella Agreement") relating to the Lab And Monitoring Business of Weidmann and Weidmann's Affiliates pursuant to which, inter alia, the Assignor shall undertake to transfer its Lab And Monitoring Business Intellectual Property to Megger Systems (to the extent pertaining to the Monitoring Business) or to Megger US (to the extent pertaining to the NA Lab Business), respectively, and Megger shall procure that Megger Systems and Megger US, respectively, shall purchase such Intellectual Property.
- (C) To effect such transfer, Weidmann, Megger Systems and Megger US have entered into the IP Transfer Agreement; capitalized terms not otherwise defined herein shall have the meaning given to them in the IP Transfer Agreement.
- (D) The Assignor wishes to give effect to the transfer contemplated under the Umbrella Agreement and the IP Transfer Agreement, and to transfer and assign to Megger Systems the trademarks pertaining to the Monitoring Business pursuant to clause 1.2 of Schedule 1.1.1 of the IP Transfer Agreement.
- (E) The Assignee is willing to receive the trademarks pertaining to the Monitoring Business pursuant to clause 1.2 of Schedule 1.1.1 of the IP Transfer Agreement.

NOW, THEREFORE, the Assignor hereby declares as follows:

## I. DECLARATION OF ASSIGNMENT AND TRANSFER

Subject to the terms and conditions of the IP Transfer Agreement and the terms and conditions set forth herein, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby assigns and transfers the entire right, title and interest in and to trademarks listed below, together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements, namely:

Internal ref.	Reg. No. Appl. No.	Owner	Trademark	Country	Classes
WEJ00165 W089066	US-3870452 85000851	Weidmann Holding AG	INSULOGIX	USA	9

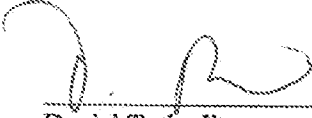
to the Assignee.

## II. INFORMATION OF INTELLECTUAL PROPERTY REGISTERS

Assignor authorizes Assignee to record this Declaration with the appropriate authorities. The Assignee shall inform the relevant intellectual property registers of the respective transfer and bear all costs triggered by the registration of the assignments. In any event, Assignor will reasonably cooperate and provide further confirmations and documentation to the intellectual property registers if and to the extent necessary to effectuate the assignment herein.

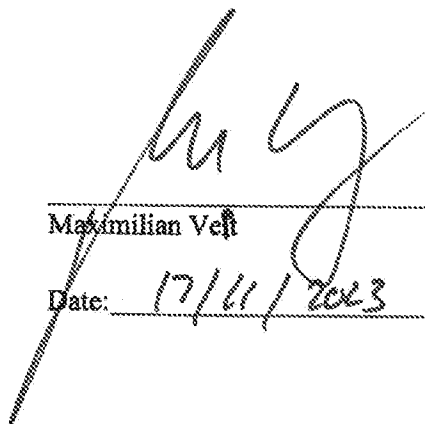
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**Weidmann Holding AG**



\_\_\_\_\_  
Daniel Tschudi

Date: 21.11.2023



\_\_\_\_\_  
Maximilian Velt

Date: 17/11/2023

**Megger Systems Inc.**



\_\_\_\_\_  
Name: Jeremy Simpson  
Title: President

Date: 10/11/23