

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477062

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allnex Holding International B.V.		02/01/2018	Besloten Vennootschap (B.V.): NETHERLANDS

## RECEIVING PARTY DATA

<b>Name:</b>	Allnex Netherlands B.V.
<b>Street Address:</b>	Synthesebaan 1
<b>City:</b>	4612 RB Bergen op Zoom
<b>State/Country:</b>	NETHERLANDS
<b>Entity Type:</b>	Besloten Vennootschap (B.V.): NETHERLANDS

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	0705401	AEROTEX
Registration Number:	0753515	AEROTEX
Registration Number:	0760885	AEROTEX
Registration Number:	1105378	CYCAT
Registration Number:	2820914	CYCAT
Registration Number:	0822212	CYMEL
Registration Number:	0640869	CYMEL
Registration Number:	0741478	CYMEL
Registration Number:	0794244	CYREZ
Registration Number:	1017235	CYREZ
Registration Number:	1038621	EBECRYL
Registration Number:	3741071	EBECRYL LEO
Registration Number:	0720849	MODAFLOW
Registration Number:	2004430	PC 1344
Registration Number:	2004431	PC 1644
Registration Number:	0651038	PC-1244
Registration Number:	2607042	PC-1844
Registration Number:	1453768	TMI
Registration Number:	1453767	TMXDI

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2063280	UVACURE
Registration Number:	1604220	VANCRYL

**CORRESPONDENCE DATA**

**Fax Number:** 2027218250  
*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:** 202-721-8227  
**Email:** cemon@wenderoth.com  
**Correspondent Name:** Rebecca Gan  
**Address Line 1:** 1030 15th Street, N.W., Suite 400 East  
**Address Line 2:** WENDEROTH LLP  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** TM14-5057

**DOMESTIC REPRESENTATIVE**

**Name:** Rebecca Gan  
**Address Line 1:** 1030 15th Street, NW, Suite 400 East  
**Address Line 2:** WENDEROTH LLP  
**Address Line 4:** Washington, D.C. 20005

**NAME OF SUBMITTER:** Rebecca Gan  
**SIGNATURE:** /rgan/  
**DATE SIGNED:** 06/06/2018

**Total Attachments: 43**  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page1.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page2.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page3.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page4.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page5.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page6.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page7.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page8.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page9.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page10.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page11.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page12.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page13.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page14.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page15.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page16.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page17.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page18.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page19.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page20.tif

source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page21.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page22.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page23.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page24.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page25.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page26.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page27.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page28.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page29.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page30.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page31.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page32.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page33.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page34.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page35.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page36.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page37.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page38.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page39.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page40.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page41.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page42.tif  
source=Business\_contribution\_agreement\_TM\_Wenderoth\_C#page43.tif

## BUSINESS CONTRIBUTION AGREEMENT

This BUSINESS CONTRIBUTION AGREEMENT (the “**Agreement**”) is made and entered into effective as of February 1, 2018 at 00:01 AM CET (the “**Effective Date**”) by and between:

### **THE PARTIES:**

- (1) **Allnex Holding International B.V.**, a private company with limited liability organized and existing under the laws of the Netherlands, having its corporate seat in Bergen op Zoom, the Netherlands, with registered office address at Synthesebaan 1, 4612 RB Bergen op Zoom, the Netherlands and registered with the Trade Register of the Dutch Chamber of Commerce under number 09089266 (“**Transferor**”),

and

- (2) **Allnex Netherlands B.V.**, a private company with limited liability organized and existing under the laws of the Netherlands, having its corporate seat in Bergen op Zoom, the Netherlands, with registered office address at Synthesebaan 1, 4612 RB Bergen op Zoom, the Netherlands and registered with the Trade Register of the Dutch Chamber of Commerce under number 20025410 (“**Transferee**”),

Transferor and Transferee are hereinafter jointly referred to as the “**Parties**” and each individually as a “**Party**”.

### **WHEREAS:**

- (A) Transferor is the sole shareholder of Transferee.
- (B) Pursuant to a deed of cross-border merger between Allnex IP S.à r.l., a private company with limited liability organized and existing under the laws of the Grand Duchy of Luxembourg, as disappearing company, and Transferor, as acquiring company, executed before K.F. Tan, civil-law notary in Amsterdam, the Netherlands, on January 31, 2018, with legal effect as of February 1, 2018 at 00:00 AM CET, Transferor acquired the business of Allnex IP S.à r.l. (the “**Business**”) by operation of law, which Business includes, but is not limited to:
  - (i) any and all assets and liabilities as appear from the balance sheet items included in Schedule I attached hereto;

- (ii) an intellectual property rights portfolio, consisting of registered trademarks and patents (owned and co-owned), and applications therefore, the details of which are set forth in Schedule II attached hereto (the “**IP Rights**”); and
  - (iii) certain agreements as listed on Schedule III attached hereto (the “**Transferred Agreements**”).
- (C) Transferor desires to contribute, transfer and assign to Transferee, and Transferee desires to acquire from Transferor, all of Transferor’s right, title and interest in and to the Business, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.

**THE PARTIES HAVE AGREED AS FOLLOWS:**

**1. CONTRIBUTION AND TRANSFER**

- 1.1. Effective as of the Effective Date, Transferor hereby contributes, transfers and assigns to Transferee all right, title and interest of Transferor in and to any and all of Transferor’s assets related to the Business, including, but not limited to, the assets set forth on Schedule I, Schedule II and Schedule III.
- 1.2. Effective as of the Effective Date, Transferee hereby assumes and agrees to perform and fulfill when due and, to the extent applicable, comply with, any and all of Transferor’s liabilities, commitments and obligations of any kind, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown (“**Liabilities**”), to the extent such Liabilities relate to or arise out of the Business, including, but not limited to, the Liabilities of Transferor set forth on Schedule I.
- 1.3. Transferee shall assume, perform and observe all Transferor’s obligations in respect of the Transferred Agreements as if Transferee had been a party thereto in place of Transferor.

1.5. Transferor hereby agrees that it will, at Transferee's request and expense, perform any and all acts and execute any and all documents that may be required to effectuate and perfect the transfer and assignment of all of Transferor's right, title and interest in and to the IP Rights to Transferee, anywhere in the world, including the recording thereof in the relevant IP registers.

1.6. If any cooperation, consent or approval of any person is required for the transfer to Transferee of the benefit of any of the Transferred Agreements and any such cooperation, consent or approval has not been received at or prior to the Effective Date:

- (a) this Agreement shall not constitute an assignment or attempted assignment of any such Transferred Agreement whose terms would be broken by an assignment or attempted assignment;
- (b) the assignment of each Transferred Agreement shall be conditional upon such consent being obtained which consent Transferor shall use its best endeavors to obtain as soon as practicable after the Effective Date;
- (c) until such time as any cooperation, consent or approval is received, Transferor shall be deemed to be holding to the extent permissible by applicable law, the benefit thereof in trust for Transferee, shall give all reasonable assistance to Transferee to enable it to enforce its rights under the Transferred Agreements and shall use its best endeavors to make available to Transferee the benefits accruing or arising thereunder.

● [REDACTED]

● [REDACTED]

● [REDACTED]

● [REDACTED]

[REDACTED]

• [REDACTED]

• [REDACTED]

• [REDACTED]

3.3. Further Assurances. Each Party shall perform such acts, execute and deliver such instruments and documents, and do all such other things as reasonably necessary to accomplish the transactions contemplated in this Agreement and/or to otherwise give effect to this Agreement.

3.4. Governing Law. The laws of the Netherlands (excluding its rules governing conflicts of laws) shall govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

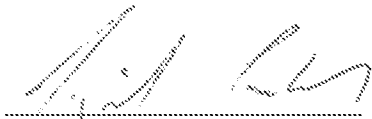
- 3.5. Severability. If any provision of this Agreement is null and void or is determined by a court of competent jurisdiction to be subject to annulment or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable. The Parties shall then use all reasonable endeavours to replace the void, annulled or unenforceable provision(s) by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the void, annulled or unenforceable provision.
- 3.6. Entire Agreement. This Agreement constitutes the final agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with, but in some cases duplicative of, this Agreement in order to effect the transfer of the Business and/or to facilitate the registration of such transfer with local governmental authorities.
- 3.7. Counterparts. This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same instrument. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.
- 3.8. Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect the construction or interpretation of this Agreement. When a reference is made in this Agreement to a section, such reference will be to a section of this Agreement unless otherwise indicated.
- 3.9. Amendments. This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties hereto.

*[Remainder of this page intentionally left blank]*



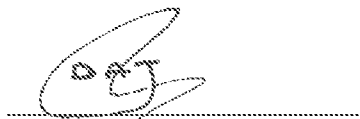
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives with effect as of the Effective Date.

**ALLNEX HOLDING INTERNATIONAL B.V.**



By: Miguel Mantas

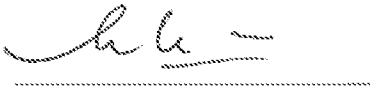
Title: Director



By: Duncan Taylor

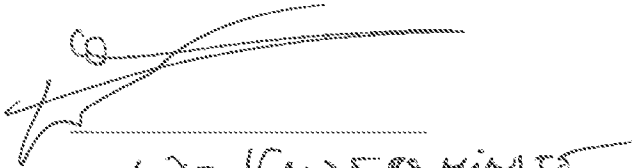
Title: Director

**ALLNEX NETHERLANDS B.V.**



By: Marie van In

Title: Director



By: Wim VandeBrink

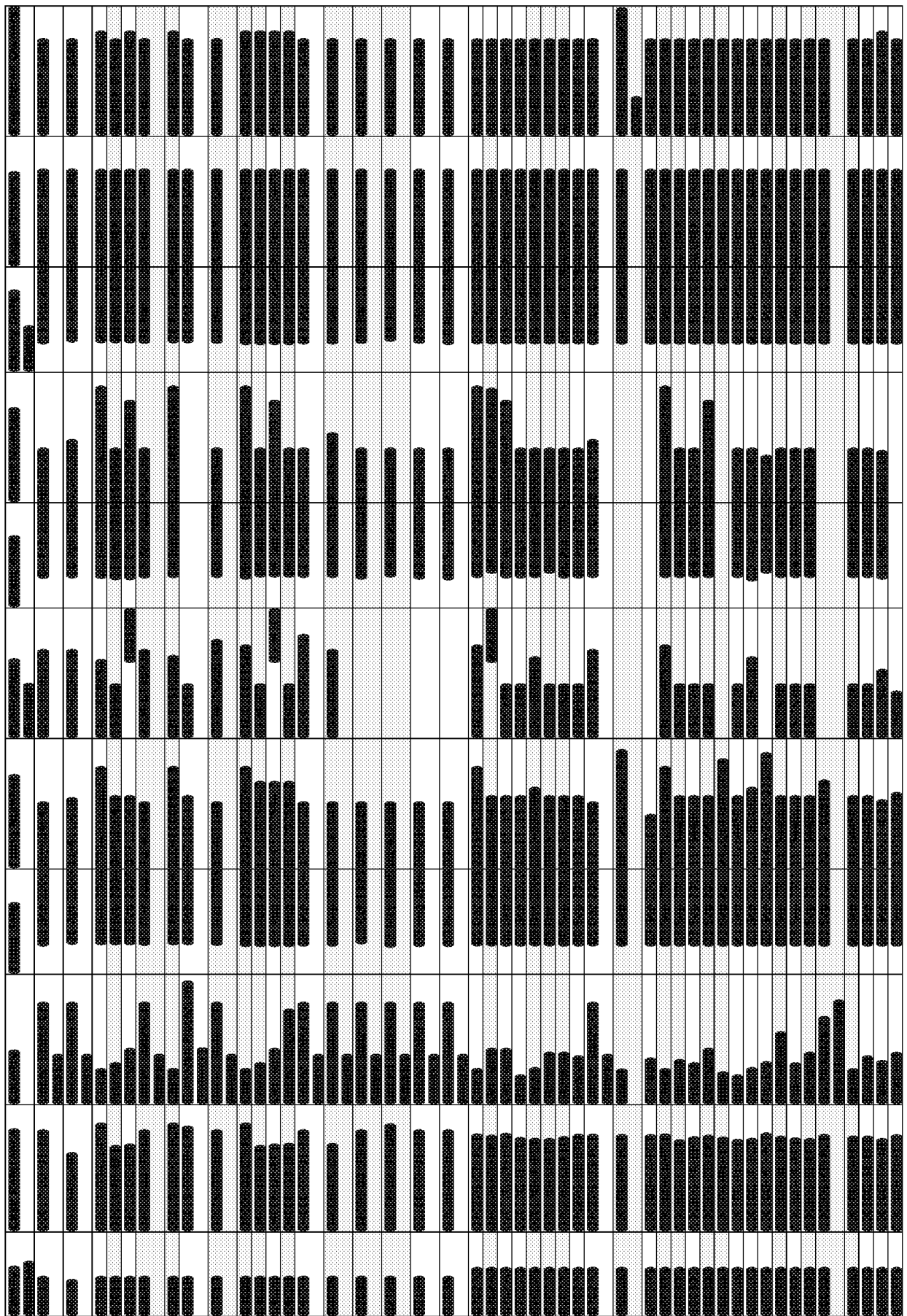
Title: Director

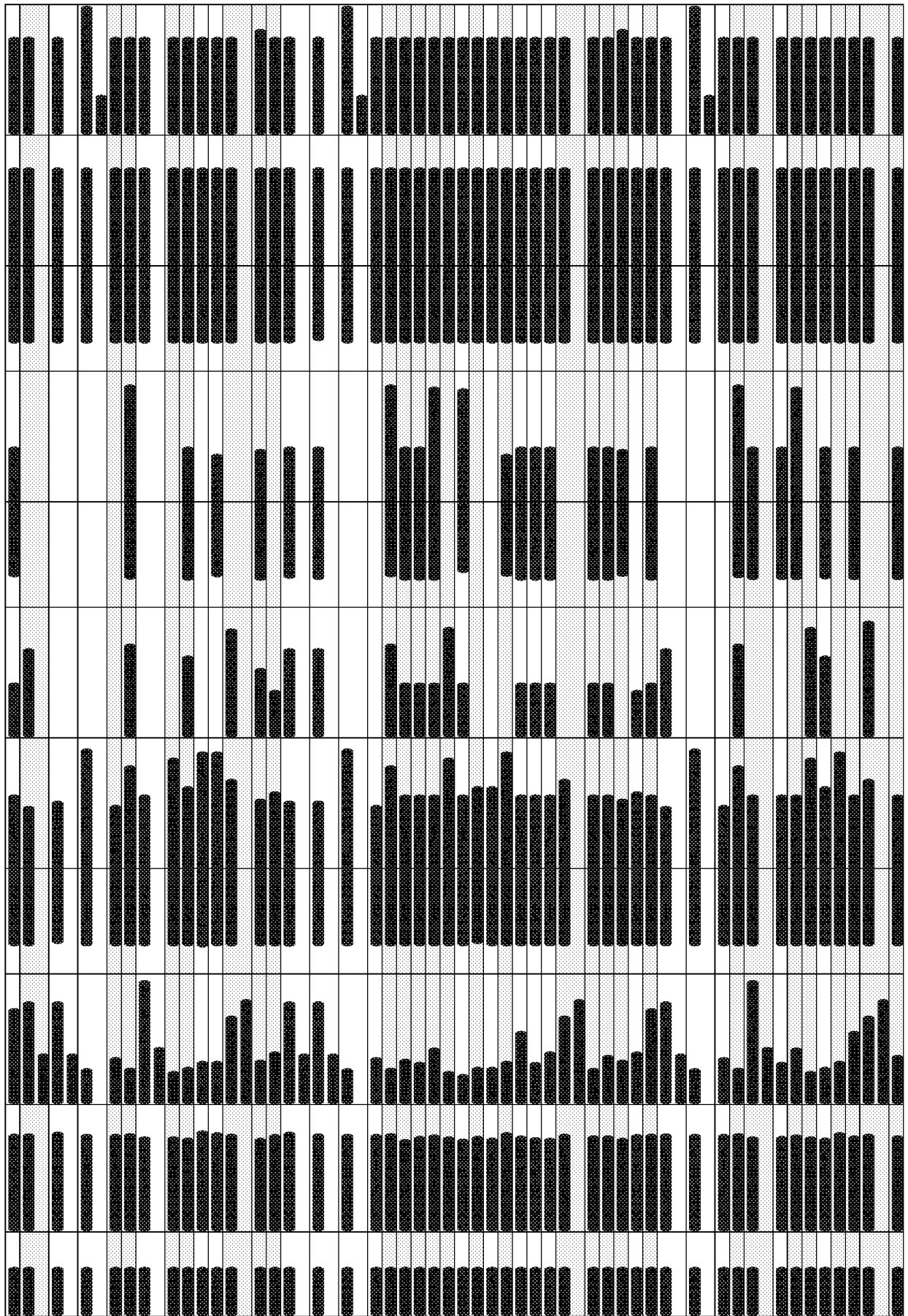


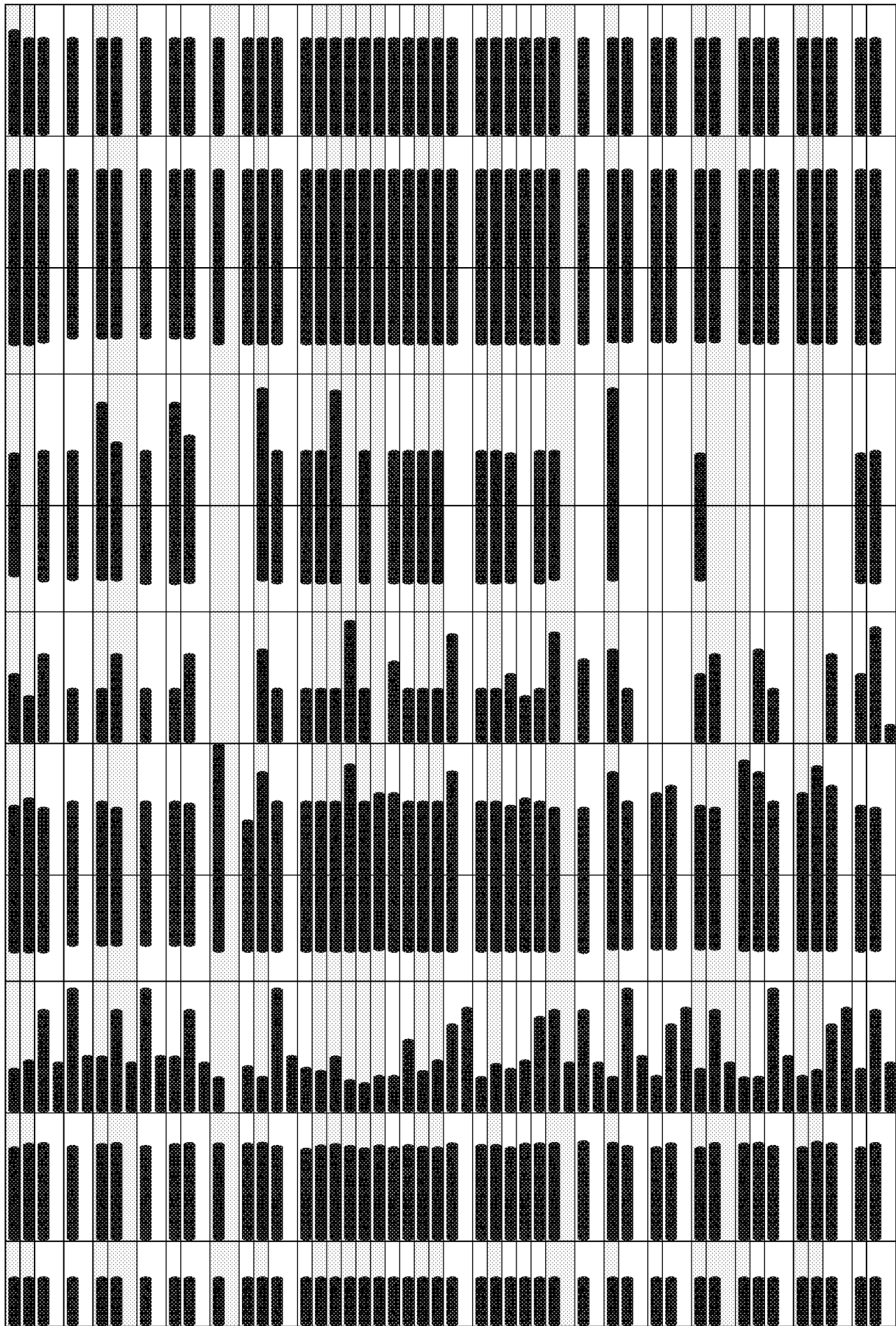
SCHEDULE II

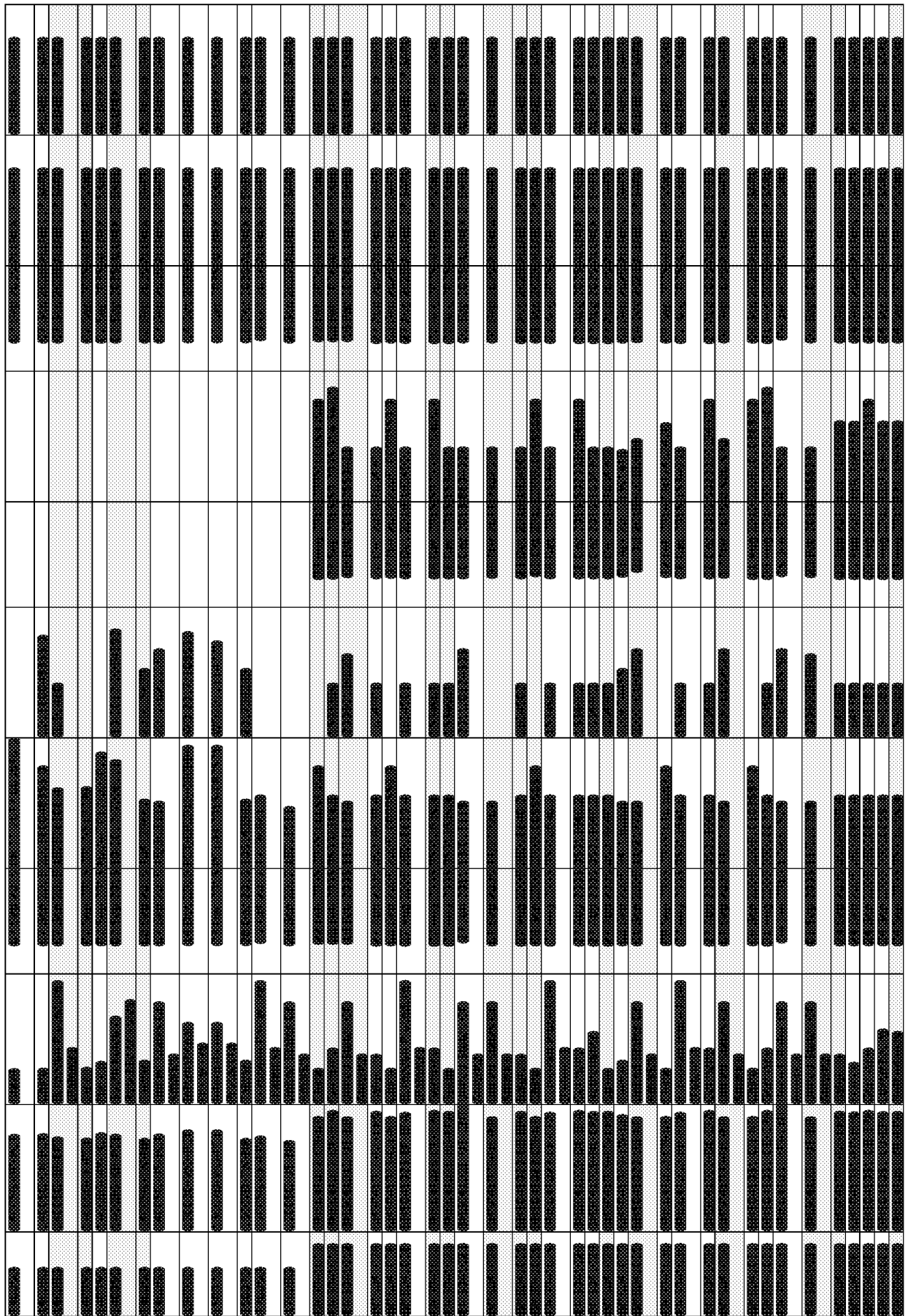




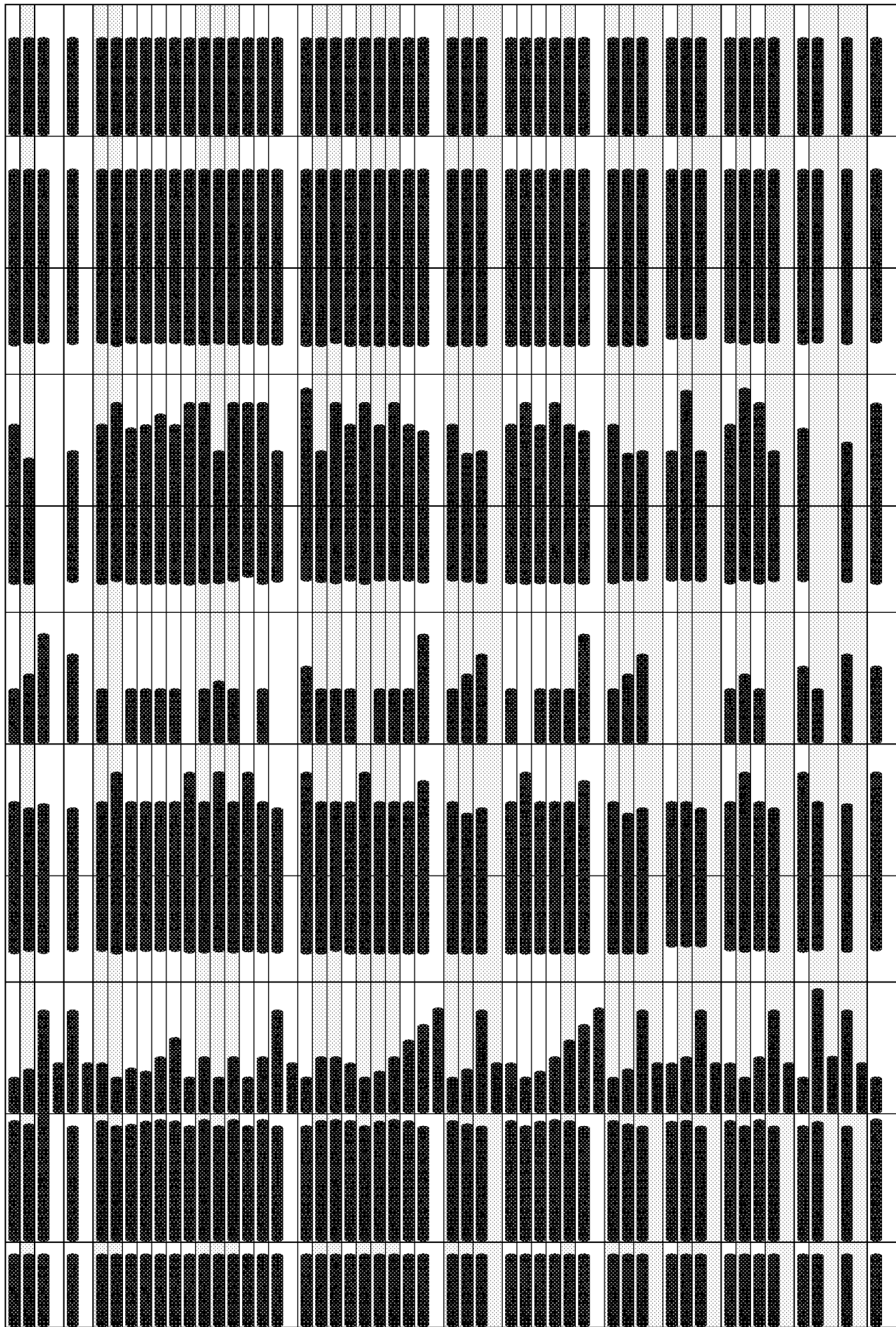


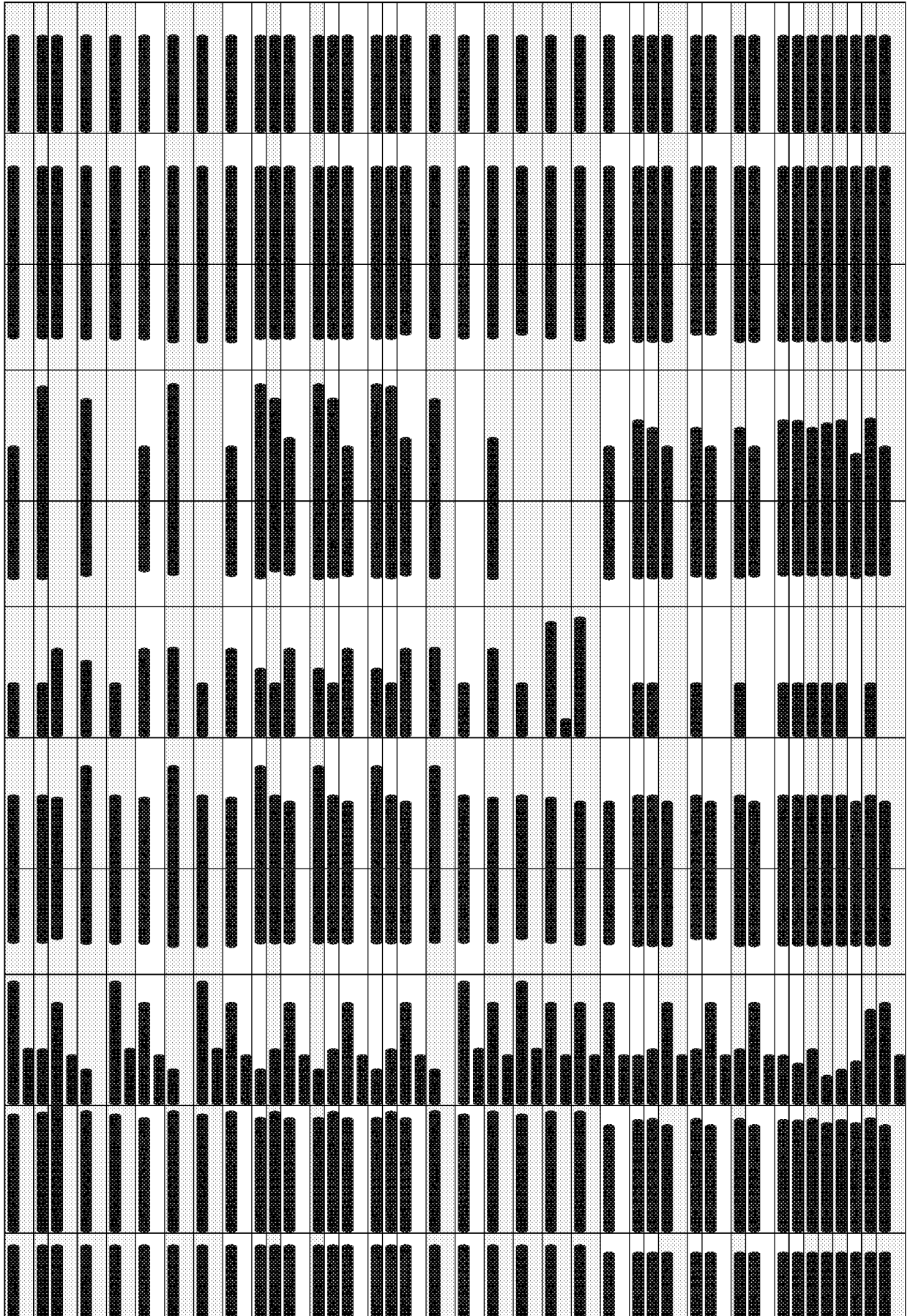


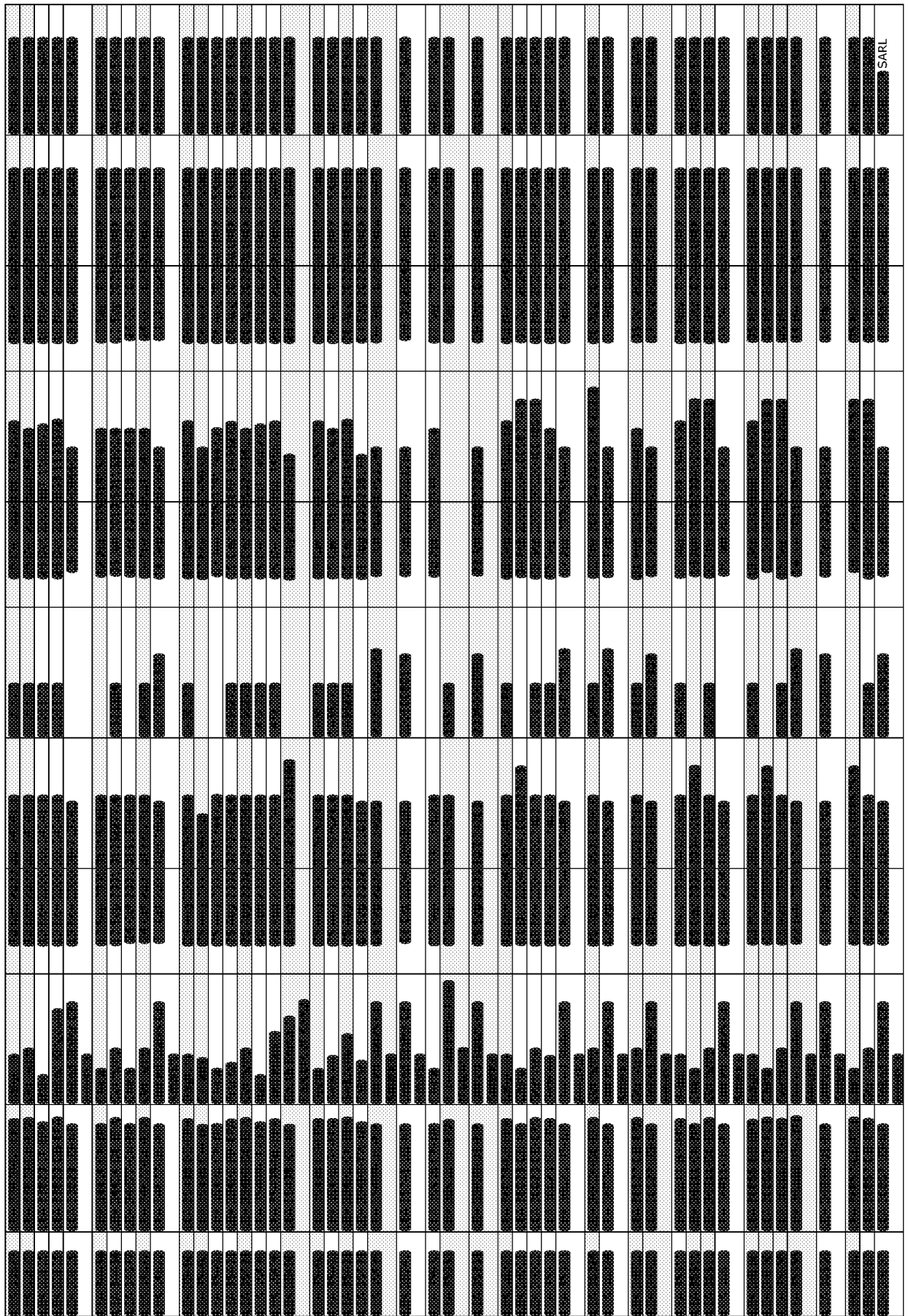


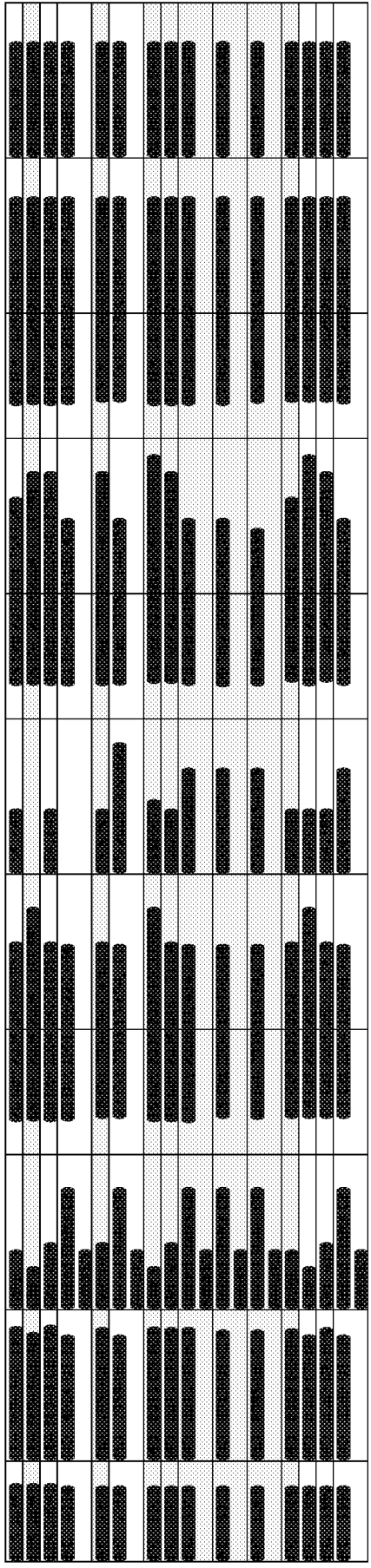




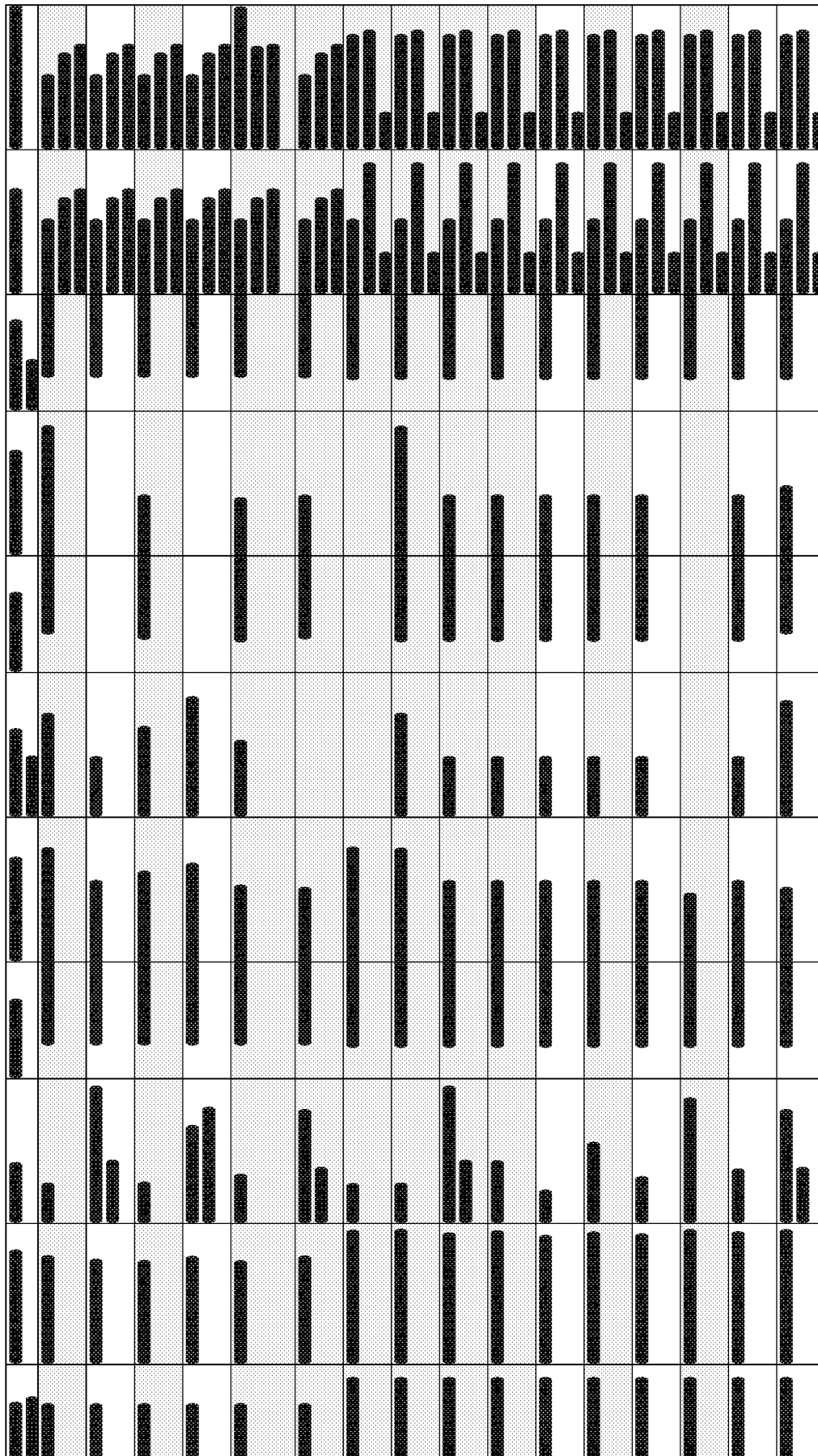








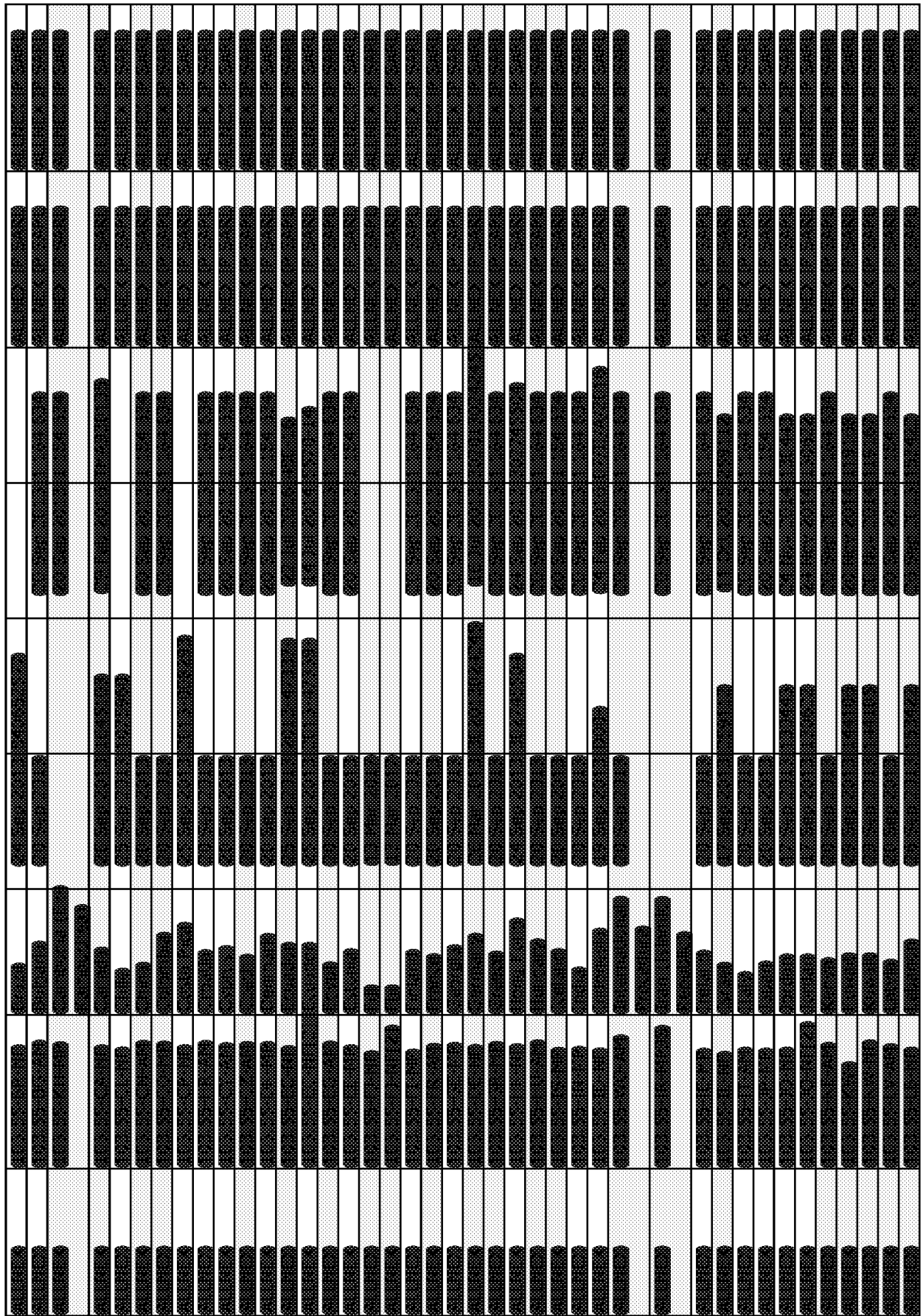


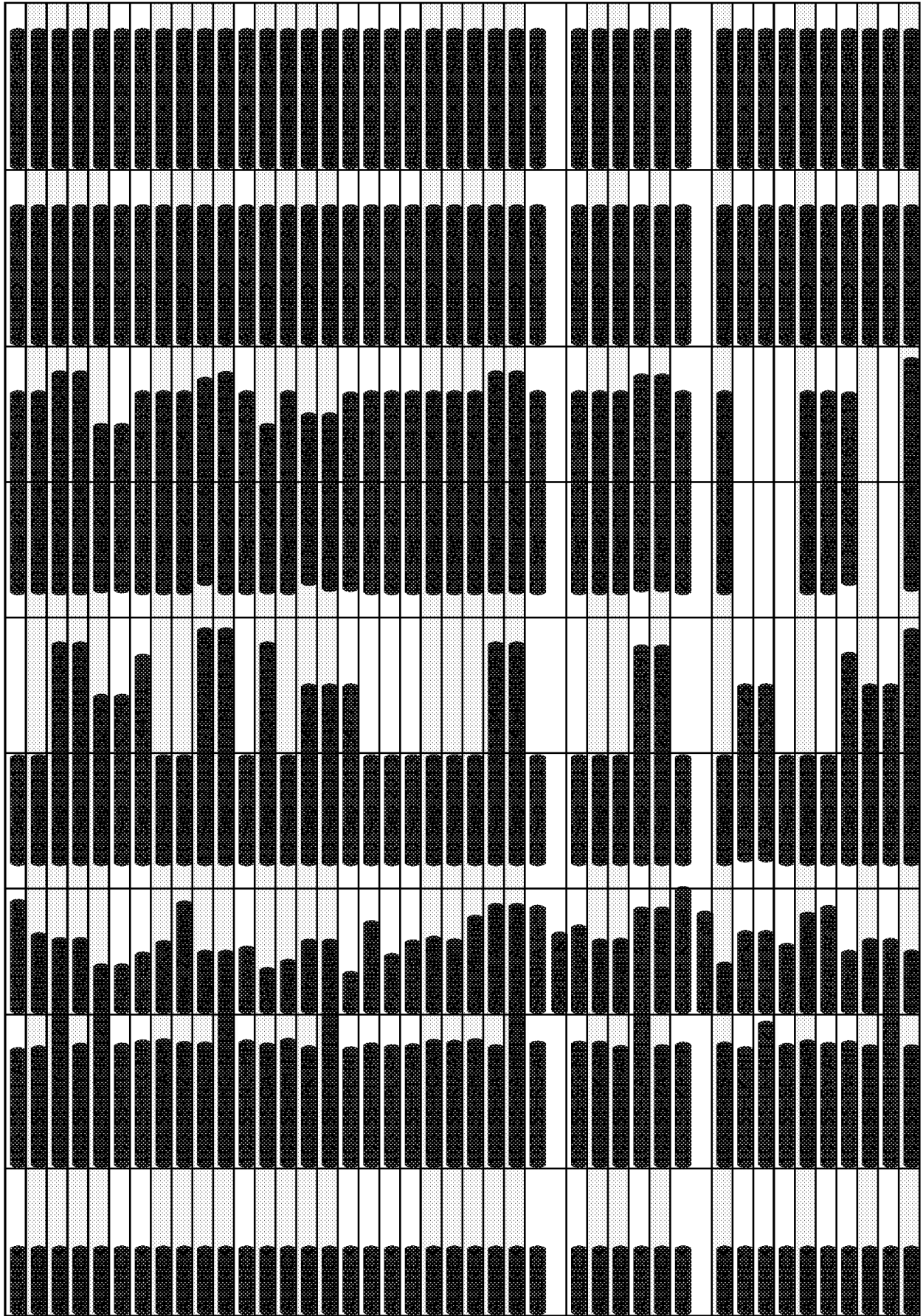


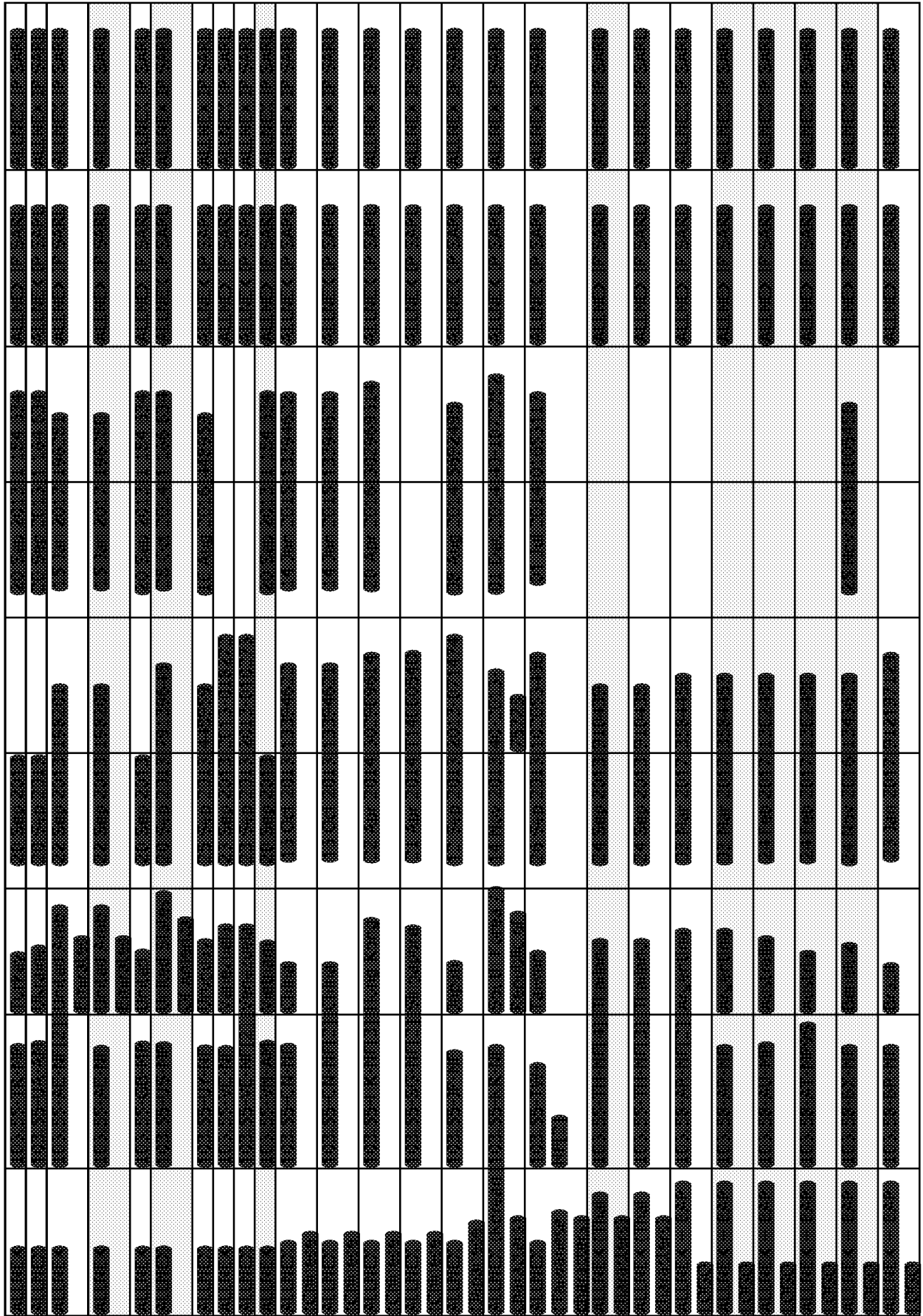
**Trademark Portfolio**

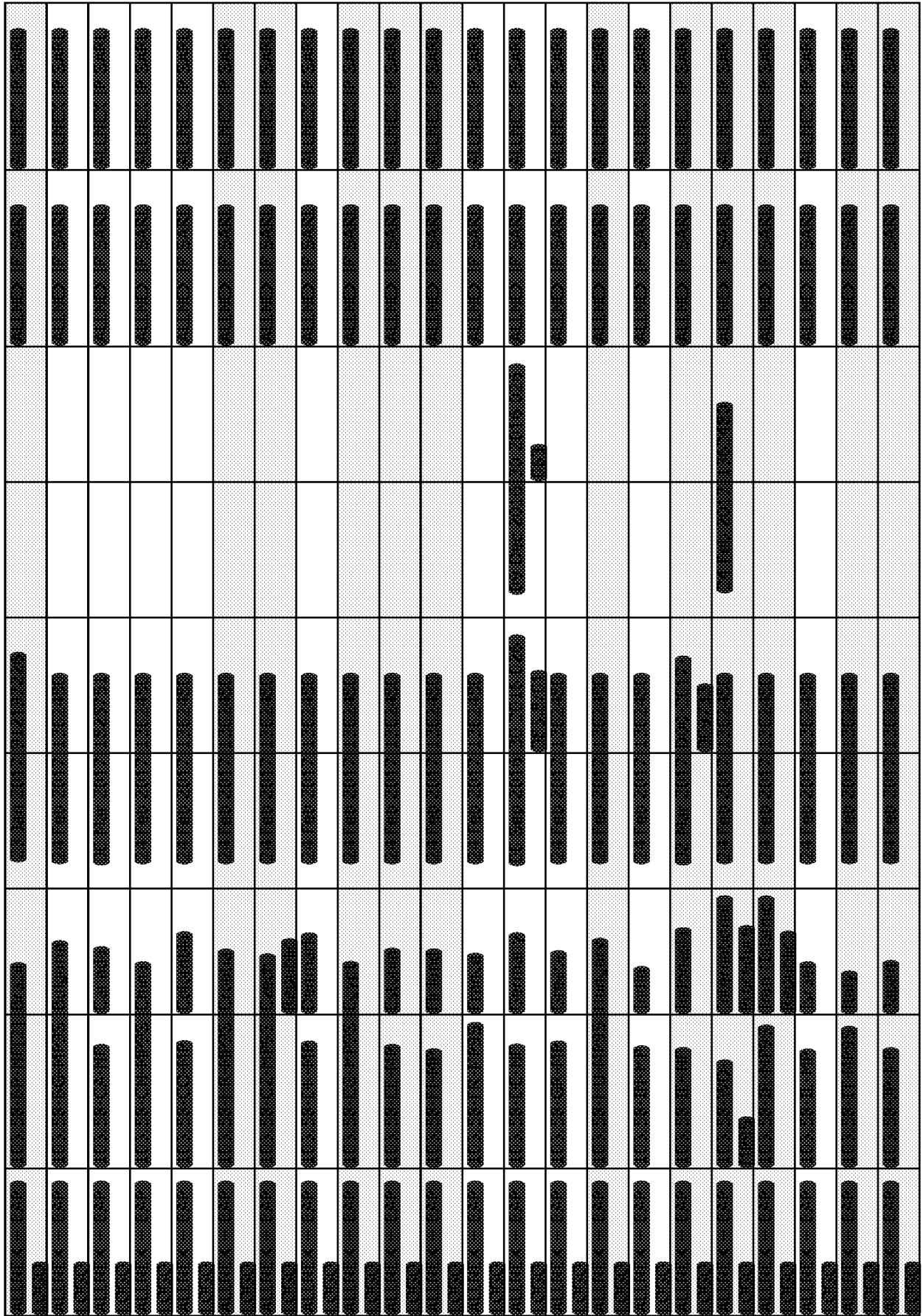


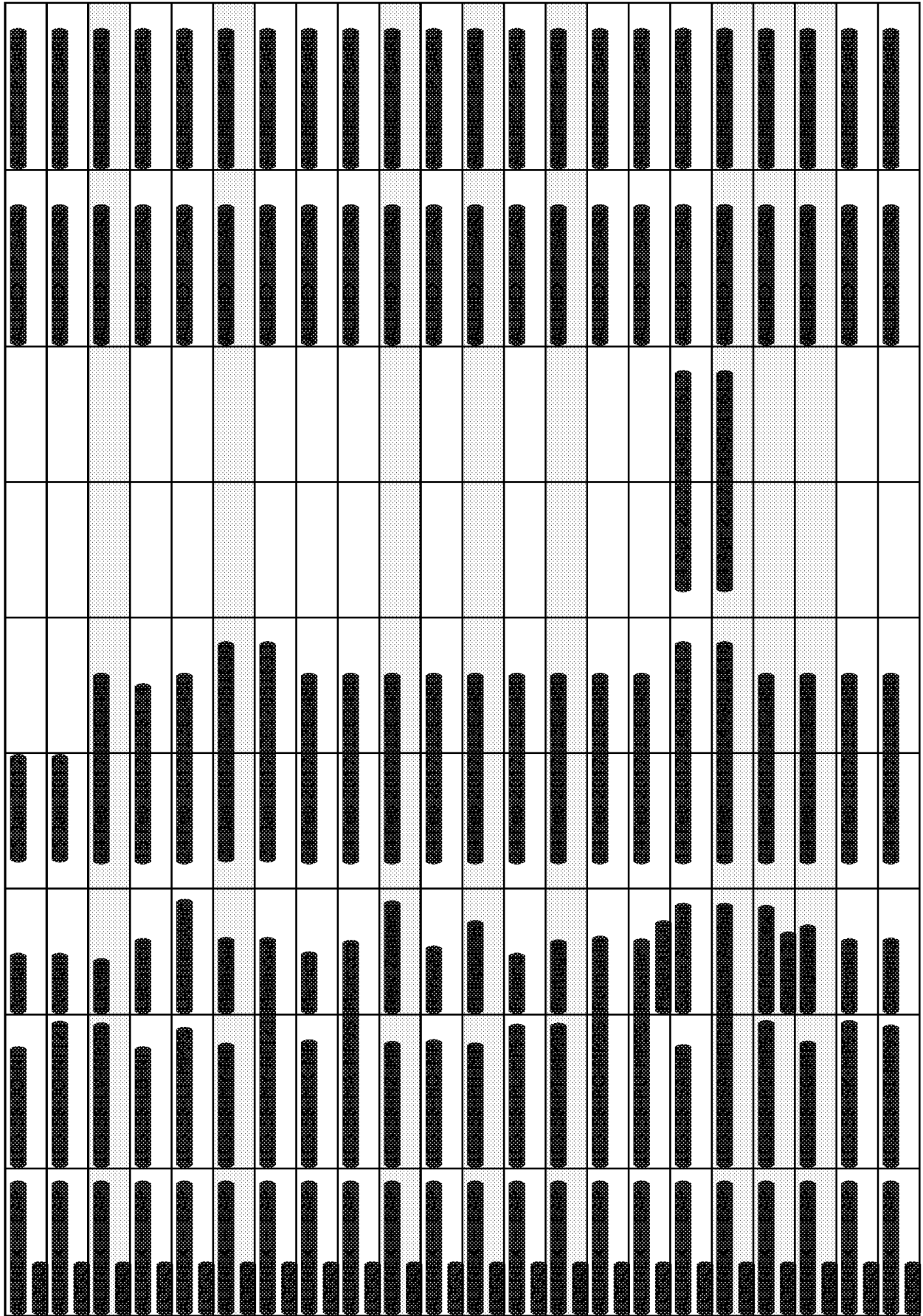


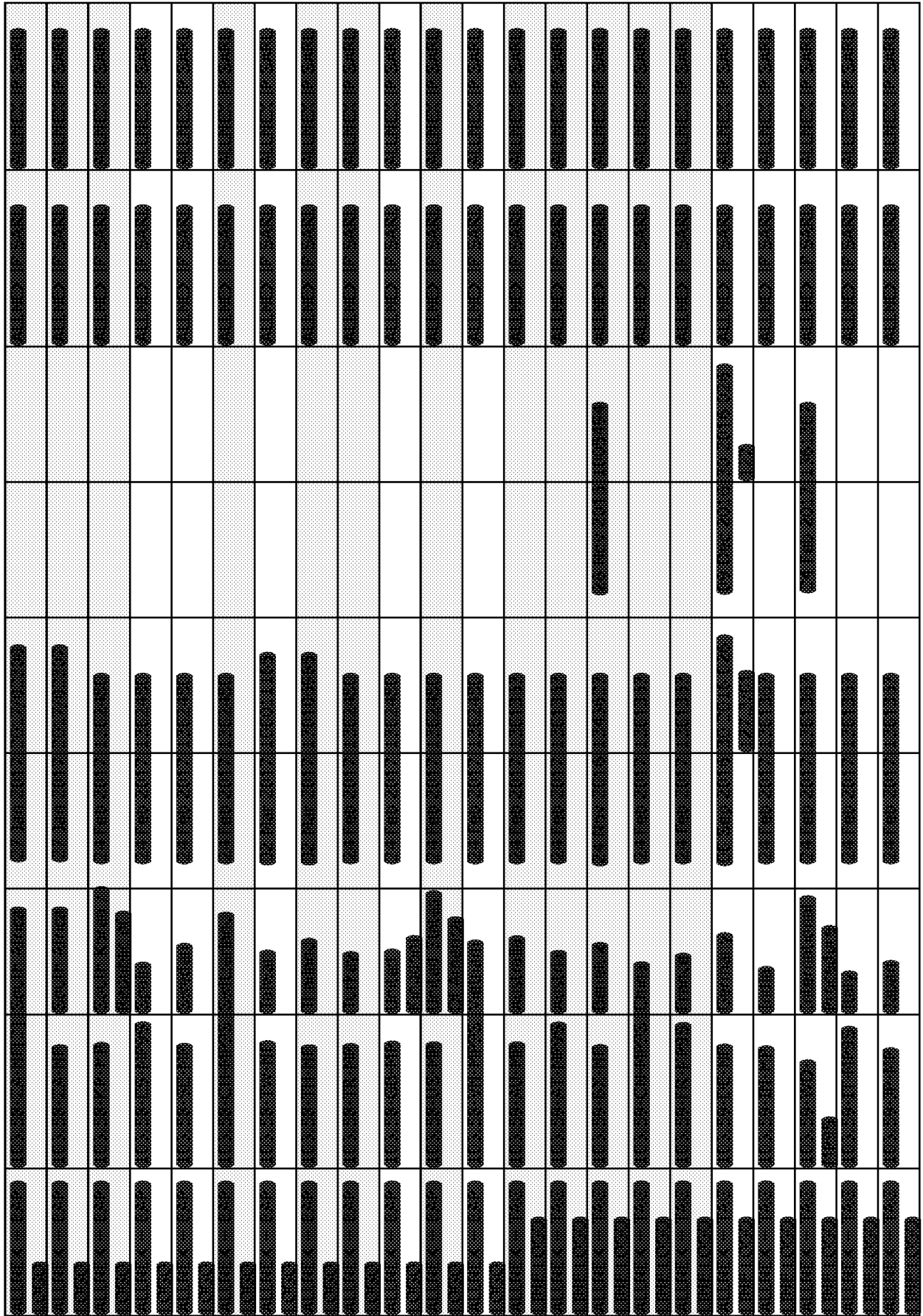


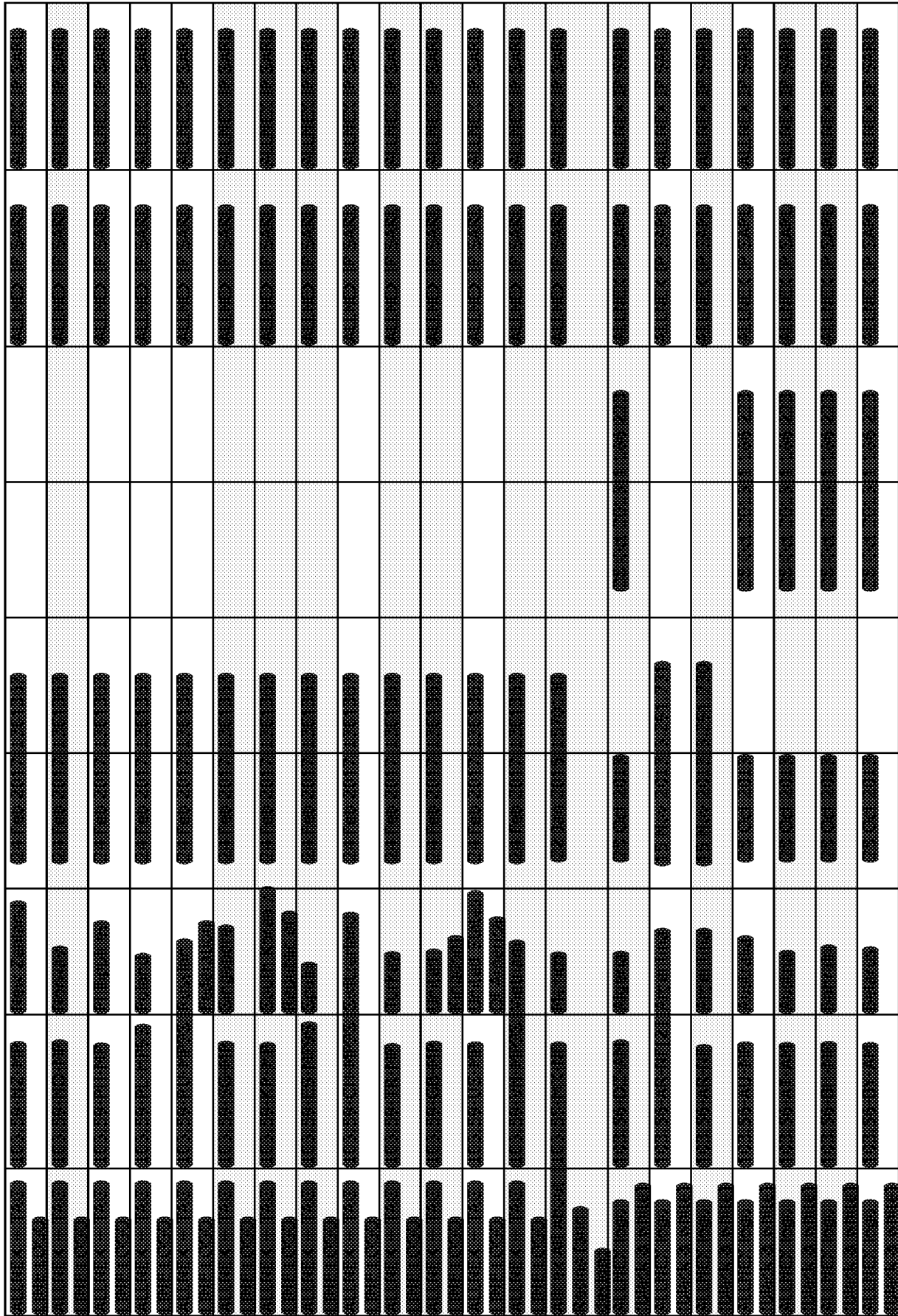


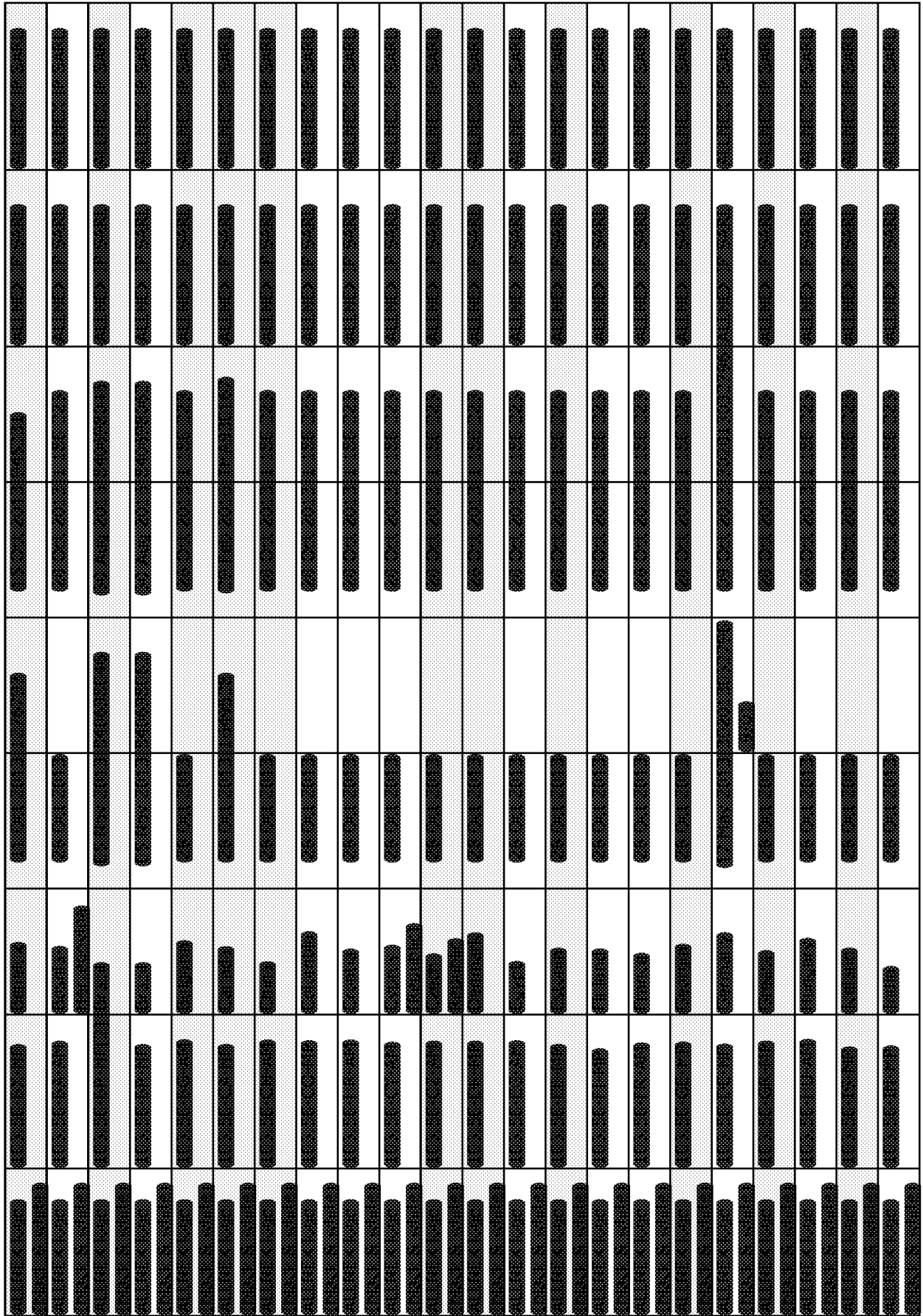




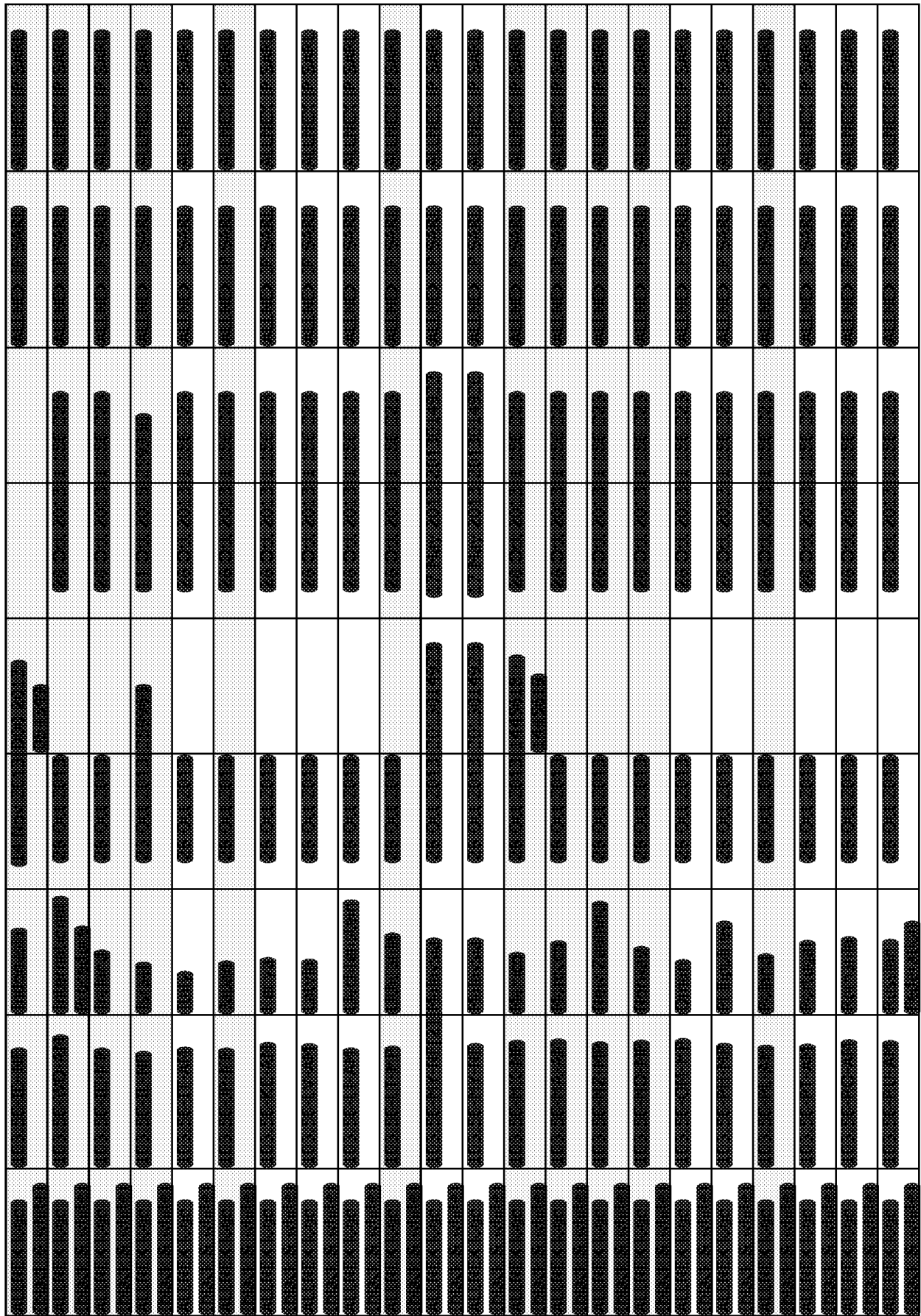


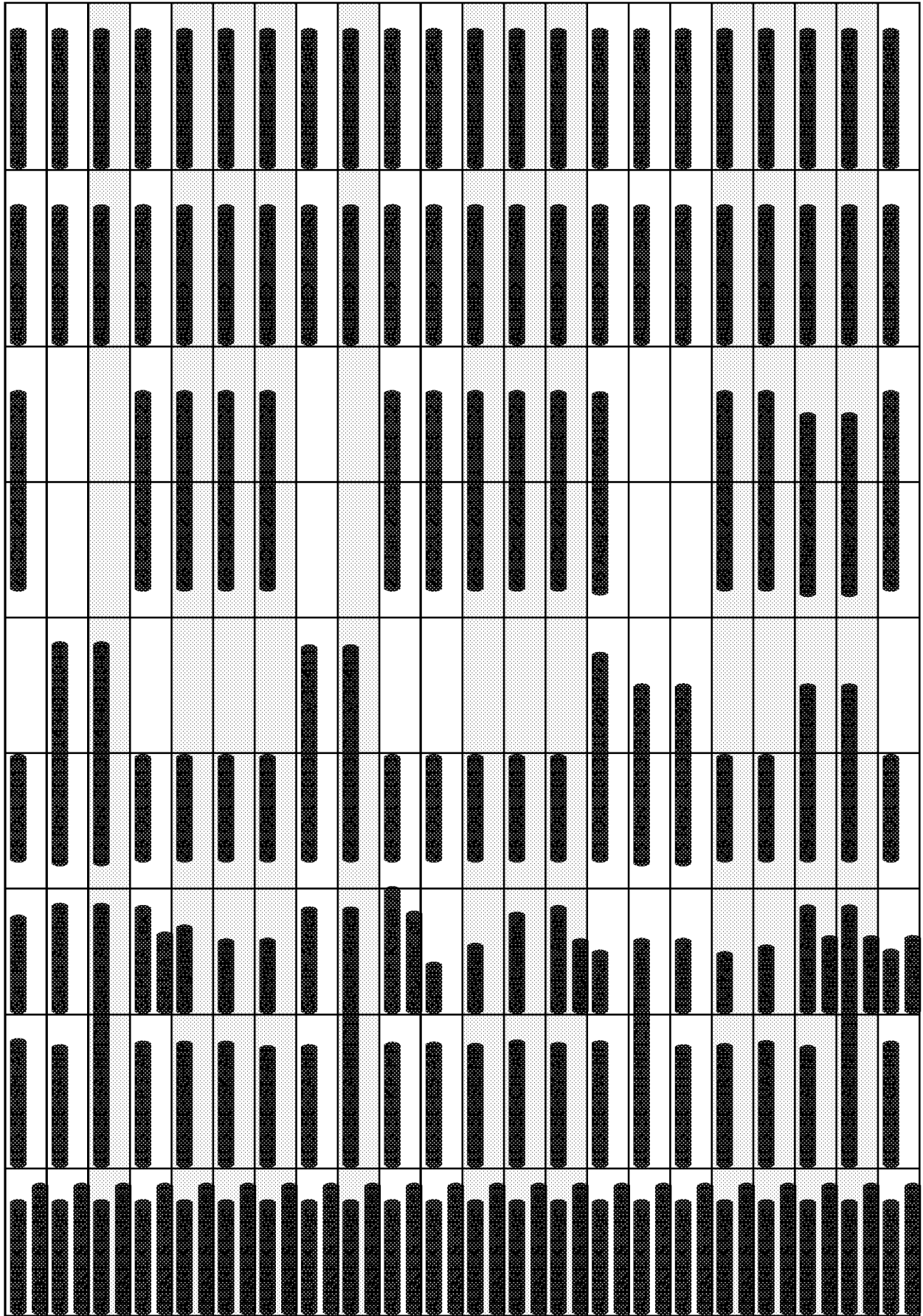


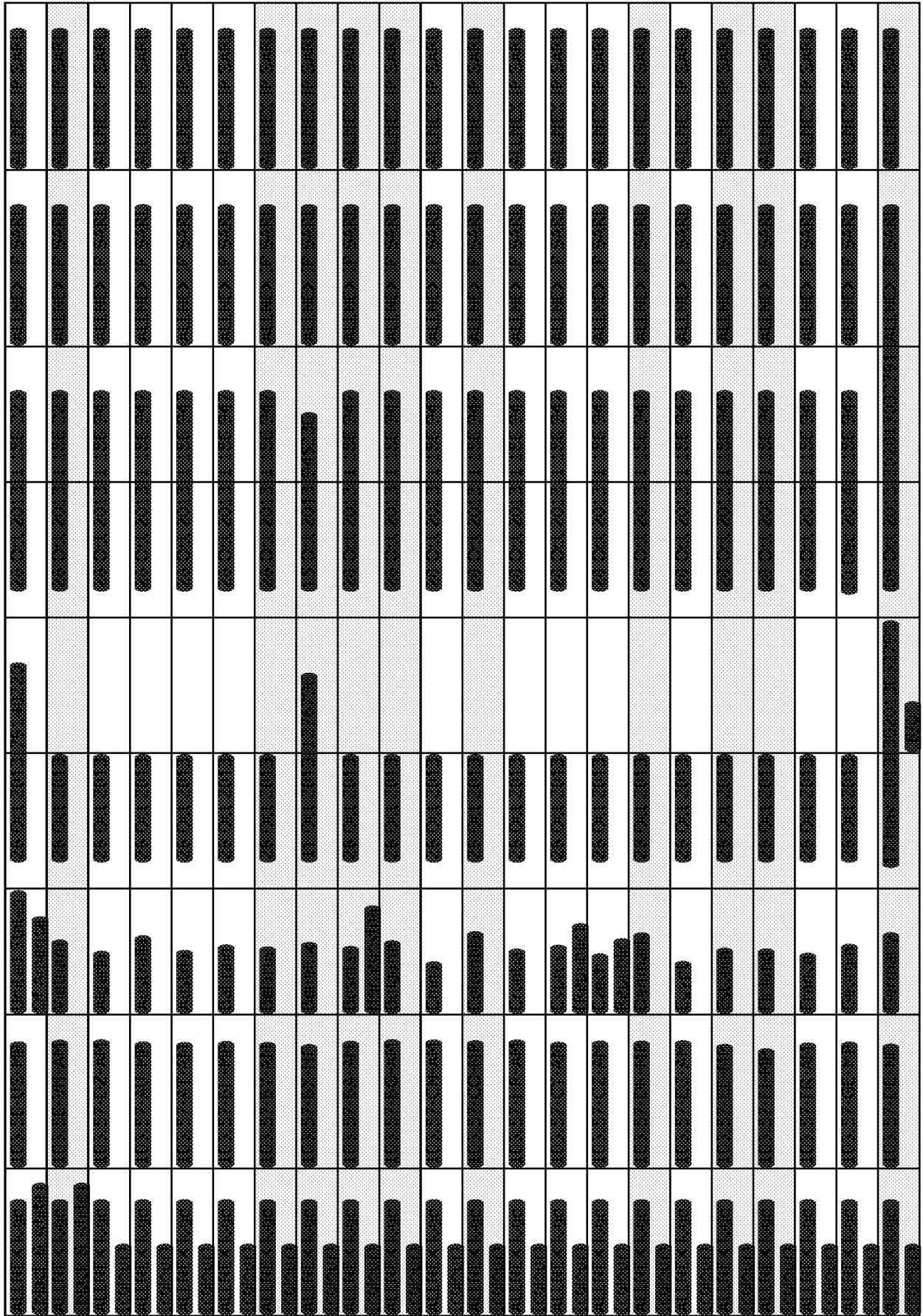


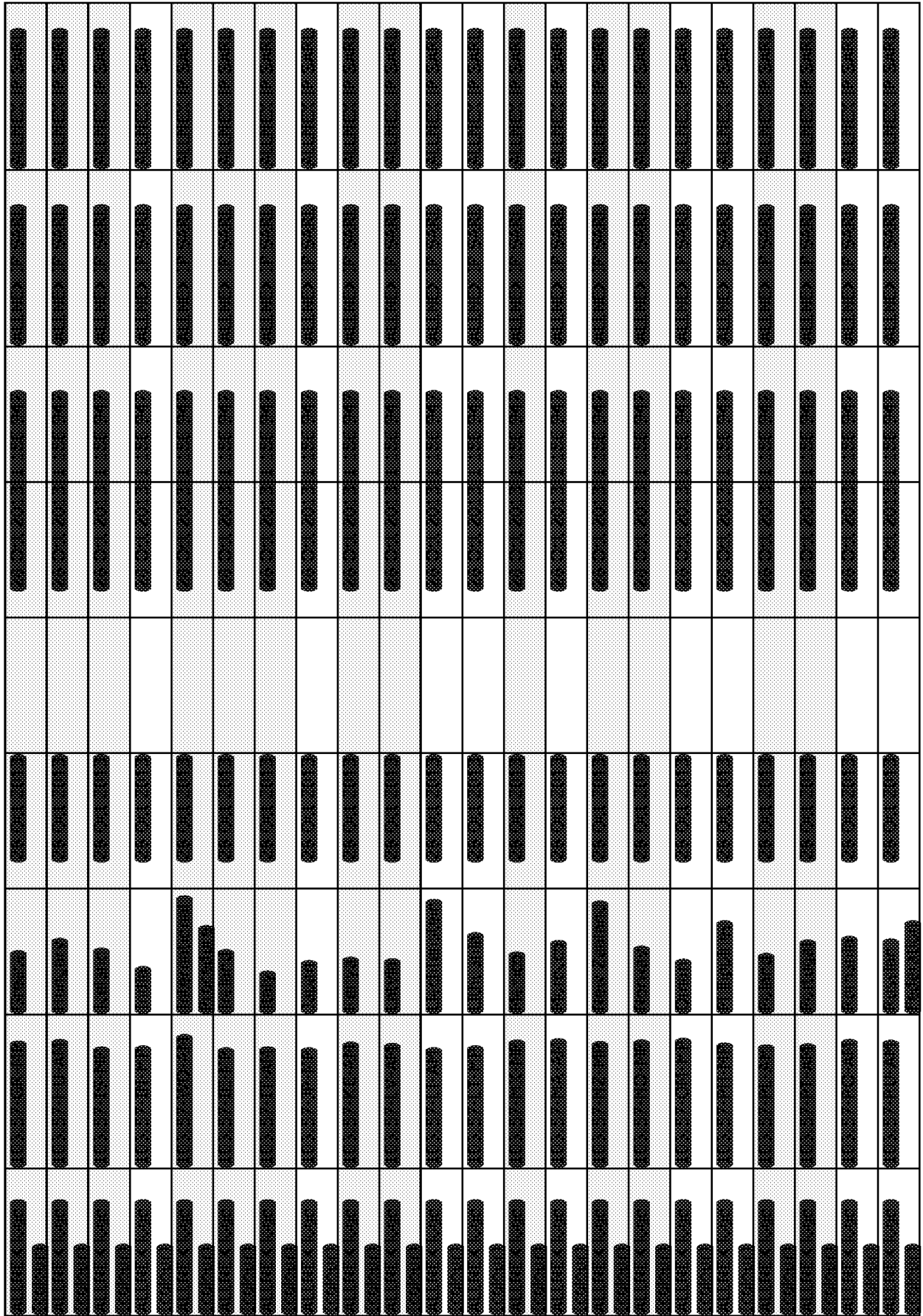




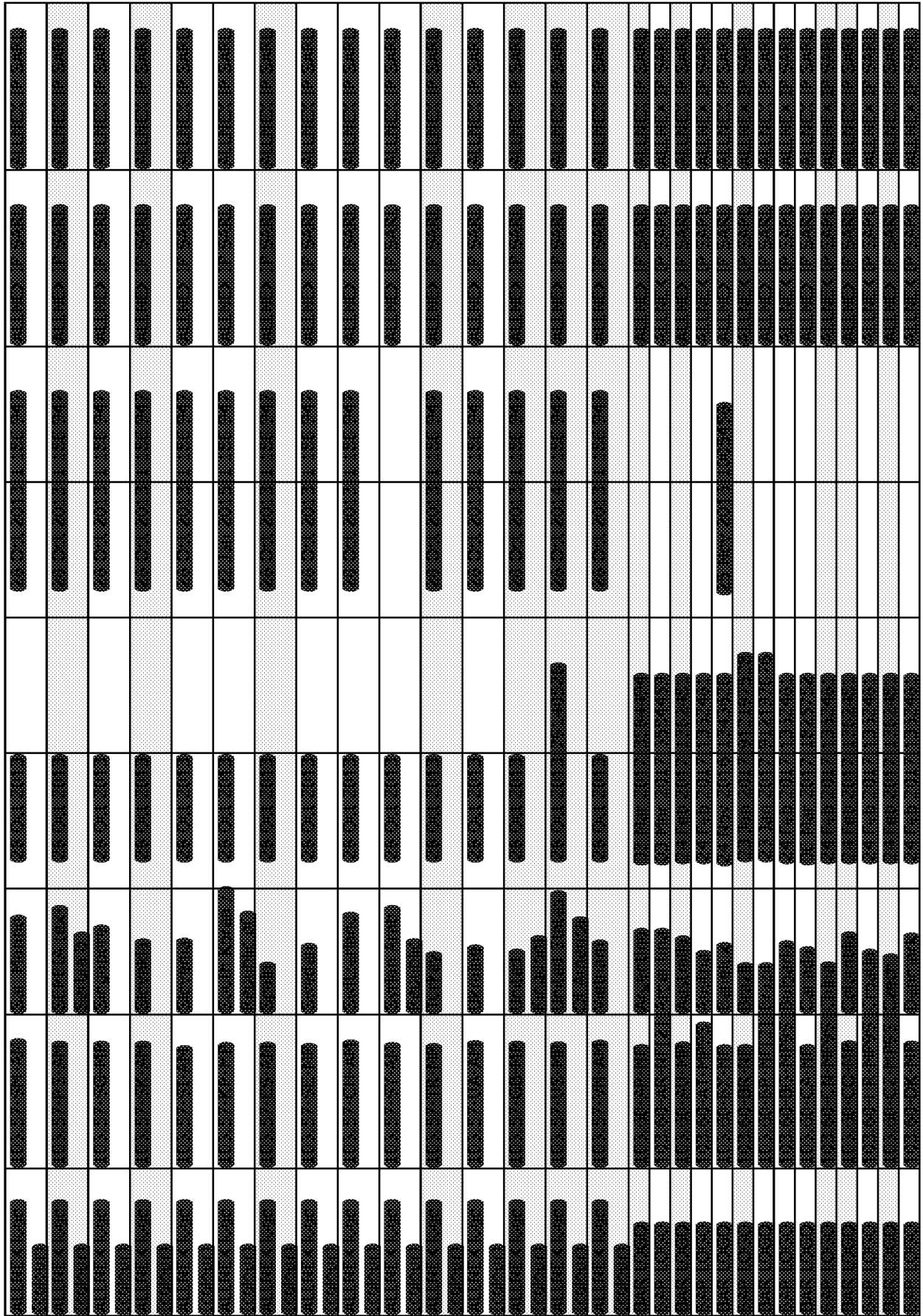


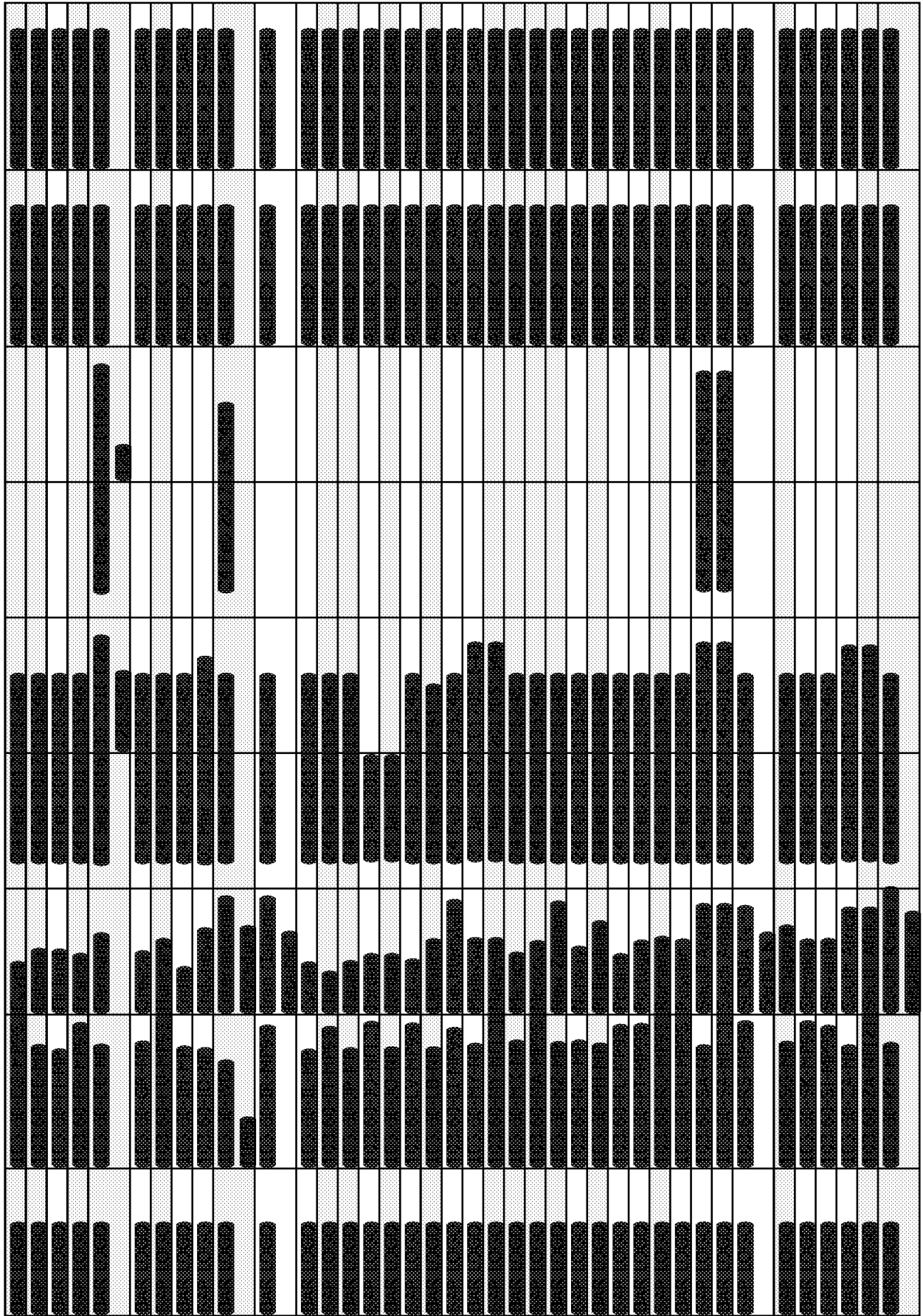






TRADEMARK  
REEL: 006401 FRAME: 0464











CYREZ	00258-US-NF1	United States Of America	03 Aug 1964	72198997	17 Aug 1965	0794244	ALLNEX IP SARL	ALLNEX IP SARL
-------	--------------	-----------------------------	-------------	----------	-------------	---------	----------------	----------------

CYREZ	00258-US-NF2	United States Of America	11 Dec 1974	1017235	1017235	05 Aug 1975	1017235	ALLNEX IP SARL	ALLNEX IP SARL
EBECRYL	83.85-US-NF	United States Of America	12 Jun 1975	54897	1038621	04 May 1976	1038621	ALLNEX IP SARL	ALLNEX IP SARL
EBECRYL LEO	83.85-US-NF[3]	United States Of America	12 Feb 2009	77668895		19 Jan 2010	3741071	ALLNEX IP SARL	ALLNEX IP SARL
MODAFLOW	84.68-US-NF	United States Of America	17 Nov 1960	108653		05 Sep 1961	720849	ALLNEX IP SARL	ALLNEX IP SARL
PC 1344	84.70-US-NF	United States Of America	26 Oct 1995	75011512		01 Oct 1996	2004430	ALLNEX IP SARL	ALLNEX IP SARL
PC 1644	84.71-US-NF	United States Of America	26 Oct 1995	75011513		01 Oct 1996	2004431	ALLNEX IP SARL	ALLNEX IP SARL
PC-1244	84.72-US-NF	United States Of America	03 Sep 1957	651038		03 Sep 1957	651038	ALLNEX IP SARL	ALLNEX IP SARL
PC-1844	84.73-US-NF	United States Of America	13 Aug 2002	76203042		13 Aug 2002	2607042	ALLNEX IP SARL	ALLNEX IP SARL



VANCRYL	84.59-US-NF	United States Of America	20 Jun 1989	73-807939	03 Jul 1990	1604220	ALLNEX IP SARK	ALLNEX IP SARK
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SCHEDULE III

[REDACTED]

[REDACTED]

- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]  
[REDACTED]

