

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622928

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900587952		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BHA Altair, LLC		06/30/2020	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Performax Pro Limited		
Street Address:	Rm 1013, 10/F Tower 1 Harbour CTR, 1 Hok Cheung Street, Hung Hom		
City:	Kowloon, Hong Kong		
State/Country:	HONG KONG		
Postal Code:	NA		
Entity Type:	Company: HONG KONG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2457845	EVENT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	8165857462		
Email:	chad.kelly@eventfabrics.com		
Correspondent Name:	chad kelly		
Address Line 1:	8406 W 145TH ST		
Address Line 4:	OVERLAND PARK, KANSAS 66223		
DOMESTIC REPRESENTATIVE			
Name:	chad kelly		
Address Line 1:	8406 W 145TH ST		
Address Line 4:	OVERLAND PARK, KANSAS 66223-1393		
NAME OF SUBMITTER:	Chad Kelly		
SIGNATURE:	/ChadDKelly/		
DATE SIGNED:	01/28/2021		

Total Attachments: 8

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DATE: June ³⁰, 2020

PARKER-HANNIFIN CORPORATION
(as assignor by and through BHA Altair, LLC)

and

PERFORMAX PRO LIMITED
(as assignee)

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective June __, 2020

BETWEEN:

- (1) Parker-Hannifin Corporation, by and through its Performance Materials Business Unit, HVAC Filtration Division dba BHA Altair, LLC with its principal place of business at 6035 Parkland Blvd., Cleveland, Ohio, 44124 ("Parker"); and
- (2) Performax Pro Limited, a company incorporated under the laws of Hong Kong with registered office situate at Room 1013, 10/F., Tower 1, Harbour Centre, 1 Hok Cheung Street, Hung Hom, Kowloon, Hong Kong (the "Assignee").

(Parker, BHA Altair, LLC and the Assignee each a "Party" and collectively the "Parties")

WHEREAS

- (A) BHA Altair, LLC ("Assignor"), a wholly-owned subsidiary of Parker, is the registered proprietor and beneficial owner of the trade marks (the "Trade Marks"), particulars of which are set out in Schedule A hereto.
- (B) The Parties entered into this Assignment for the assignment of and transfer by BHA to the Assignee of its rights, title, benefits and interests to, of and in the Trade Marks and the goodwill associated therewith subject to the terms and conditions set out in this Assignment.

NOW THIS ASSIGNMENT WITNESSES as follows:

1. ASSIGNMENT

In consideration of the sum of the United States Dollars One Million (US\$1,000,000) paid by the Assignee to Parker (the receipt and sufficiency of which the Parker hereby acknowledges), Assignor as beneficial owner, hereby assigns, sells and transfers unto to the Assignee all the Assignor's rights, title, interest and benefit in, to and of the Trade Marks and the goodwill of the business in the goods or services in association therewith TO HOLD the same unto and to the use of the Assignee absolutely for the residue of the term for which the Trade Marks are registered and for any extensions of the said term subject to the terms and conditions set out in Clause 6.3 of the exclusive product and brand sale agreement executed between the Parker and the Assignee on or around 1 April 2020 (the "Exclusive Product and Brand Sale Agreement").

- 1.1 Parker and Assignor acknowledge and confirm that all rights, titles, benefits and interest of, in and to the Trade Marks shall, as between Parker, Assignor and the Assignee, be vested in the Assignee with effect from the date of this Assignment and Parker and Assignor shall accordingly account to the Assignee for all payments (if any) received by Parker and Assignor in connection with the Trade Marks after the date of this Assignment.

2. ANTECEDENT MATTERS

- 2.1 For the same consideration mentioned in Clause 1.1, Parker and Assignor hereby assigns unto the Assignee all rights of action, claims and interests which have or might have secured to Parker and Assignor in respect of the Trade Marks prior to and including the date of this Assignment, including all claims, demands, causes of action, damages and remedies of every kind recoverable at law or equity or otherwise from any and every party for any and every infringement of the Trademarks.

3. REPRESENTATIONS AND WARRANTIES

TRADEMARK

REEL: 007161 FRAME: 0306

3.1 Parker and Assignor hereby represent and warrant to the Assignee that as of the date first written above:

- (1) Assignor is the sole proprietor of the Trade Marks and has full power to enter into this Assignment;
- (2) the Trade Marks are duly and validly registered in the name of Assignor with the trademark registry or authorities in the relevant jurisdictions set out in Schedule A hereto;
- (3) Assignor has taken all necessary actions (including but not limited to the payment of all renewal fees for registration) to maintain the Trade Marks and, other than as indicated on Schedule B, there are no legal proceedings regarding the Trademarks;
- (4) all information supplied by Assignor to the trademark registry or other comparable authorities in the jurisdictions in which the Trade Marks are registered is believed true, complete and correct in all respects;
- (5) unless otherwise permitted or provided for under the Exclusive Product and Brand Sale Agreement, Assignor has not granted, and has not agreed to grant, any assignment by way of security, charges or licences to use the Trade Marks, nor any licence, registered user or other rights has been granted in respect of any of the Trade Marks and no agreement has been entered into by Assignor for so doing;
- (6) Assignor is the exclusive, legal and beneficial owner of the Trade Marks free of any charge, mortgage or other encumbrance or interest or claim of any third party;
- (7) unless otherwise permitted or provided for under the Exclusive Agreement, none of the Trade Marks are subject to any restriction on assignment or transfer;
- (8) the execution and delivery of, the performance of its obligations under, and compliance with the provisions of, this Assignment by Assignor will not (a) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which Assignor is a party; or (b) result in the creation or imposition of or oblige Assignor to create any encumbrance on Assignor's undertaking or on any of Assignor's assets, rights or revenues.

4. FURTHER ASSURANCE

- 4.1 Assignor shall, at Assignee's expense, promptly execute, and do all such reasonable assurances, acts, deed and things as the Assignee may reasonably require in obtaining the full benefits of this Assignment and in vesting in the Assignee all Assignor's benefit, right, title and interest to, of and in the Trade Marks.

5. MISCELLANEOUS

- 5.1 Save as may be expressly provided herein to the contrary, time is of the essence of this Assignment. No failure or delay on the part of the Assignee to exercise any power, right or remedy under this Assignment shall operate as a waiver thereof nor shall a waiver by the Assignee of any particular default by Assignor affect or prejudice the power, right or remedy of the Assignee in respect of any other default or any subsequent default of the same or a different kind nor shall any single or partial exercise by the Assignee of any power, right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other power, right or remedy. The powers, right and remedies provided in this Assignment shall be **TRADEMARK**

exclusive of any power, right and remedies but are cumulative and in addition to every other power, right and remedy now or hereafter existing at law, in equity, by statute or contract or otherwise.

- 5.2 If at any time any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions of this Assignment nor the legality, validity or enforceability of such provision shall in any way be affected or impaired thereby.

6. ASSIGNMENT

- 6.1 This Assignment shall be binding on and shall inure to the benefit of the parties and their respective executors, administrators, successors and assigns provided that Assignor may not dispose of his rights or obligations hereunder without the prior written consent of the Assignee.

- 6.2 The Assignee may at any time assign its rights and benefits hereunder or any part thereof to anyone. Such Assignee shall have the same rights and benefits and/or obligations against Assignor under this Assignment as if it were an original party thereto in respect of its rights and benefits and/or obligations assigned to it.

7. NOTICES

- 7.1 Save as otherwise provided herein, all notices or other communications required or permitted hereunder:

- (1) shall be in writing and may be sent by postage prepaid mail (by airmail if to another jurisdiction), facsimile or personal delivery.
- (2) shall be sent to the relevant party at the facsimile number or email address from time to time designated by that party to the other party.
- (3) shall be deemed to have been given or made to and received by the recipient (a) within three (3) days after the date of posting, if sent by mail; (b) when delivered, if delivered by hand; and (c) on despatch, if sent by facsimile or email.

8. APPLICABLE LAW

This Assignment shall be governed by and construed in accordance with the laws of the State of Ohio, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Clause 31 (*Applicable Law*) of the Exclusive Agreement shall apply to this Assignment as if set out in this Clause 9.

IN WITNESS whereof this Assignment has been executed by the Assignor and the Assignee on the day and year first above written.

[Execution page follows]

[EXECUTION PAGE OF TRADEMARK ASSIGNMENT]

PARKER-HANNIFIN CORPORATION

Name: Robert Malone

By: [Signature]

Date: July 7, 2020

BHA ALTAIR, LLC

Name: Adam L. Keatler

By: [Signature]

Date: July 7, 2020

Michael J. Enright
[Signature]
June 30, 2020

PERFORMAX PRO, LTD

Name: David Liu

By: [Signature]

Date: June 30, 2020

SCHEDULE A

TRADE MARKS

eVent

Canada Reg. No. TMA575346
China Reg. No. 1766507
China Reg. No. 1766337
EU Reg. No. 001734953
Japan Reg. No. 4447617
Taiwan Reg. No. 1008038
Australia Reg. No. 851466
U.S. Reg. No. 2457845
South Korea Reg. No. 519318

E and Design

Canada TMA724513

Dry System Technology

U.S. Reg No. 2554049

SCHEDULE B

DISPUTES AND CHALLENGES

Opposition in China No.36925209

For "EVENT"

In class 25

Opposed party: Fuzhou Han Te Import and Export Co., Ltd.

Filed by: Assignor ALTAIR, LLC