

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6947654

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CHECKERS SAFETY GROUP UK LTD	09/08/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	JUSTRITE SAFETY GROUP EMEA B.V.	
<b>Street Address:</b>	ACHTERZEEDIJK 57 UNIT 1	
<b>City:</b>	BARENDRECHT	
<b>State/Country:</b>	NETHERLANDS	
<b>Postal Code:</b>	2992 SB	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	D674639
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(612)492-7077	
<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>	6124927000	
<b>Email:</b>	smunson@fredlaw.com	
<b>Correspondent Name:</b>	COURTNEY THOMPSON	
<b>Address Line 1:</b>	200 SOUTH SIXTH STREET	
<b>Address Line 2:</b>	SUITE 4000	
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402	
<b>ATTORNEY DOCKET NUMBER:</b>	JUSTRITE - CHECKERS	
<b>NAME OF SUBMITTER:</b>	COURTNEY THOMPSON	
<b>SIGNATURE:</b>	/Courtney Thompson/	
<b>DATE SIGNED:</b>	10/01/2021	
<b>Total Attachments: 16</b>		
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**DATED Tuesday 8<sup>th</sup> September 2020**

**CHECKERS SAFETY GROUP UK LTD (1)**

**and**

**JUSTRITE SAFETY GROUP EMEA B.V. (2)**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

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**WALKER MORRIS LLP**

Kings Court

12 King Street

LEEDS

LS1 2HL

Tel: 0113 2832500

Fax: 0113 2459412

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THIS AGREEMENT is made on

2020

BETWEEN:

- (1) **CHECKERS SAFETY GROUP UK LTD** (company number: 09548112) whose registered office is at 3rd Floor 1 Ashley Road, Altrincham, Cheshire WA14 2DT (the **Assignor**); and
- (2) **JUSTRITE SAFETY GROUP EMEA B.V.** a private company with limited liability (besloten vennootschap) incorporated under the laws of the Netherlands, having its corporate seat in Barendrecht, the Netherlands, its registered office at 2992 SB Barendrecht, the Netherlands, Achterzeedijk 57 Unit 1, and registered with the Trade Register of the Dutch Chamber of Commerce under number 24311532 (the **Assignee**).

#### Background

- (A) The Assignor owns the Business IP (as defined below).
- (B) The Assignor is the registrant of the Domain Names (as defined below).
- (C) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee the Assigned Rights on the terms set out in this agreement.

#### IT IS AGREED AS FOLLOWS:

##### 1 INTERPRETATION

- 1.1 The definitions set out in this Clause 1.1 apply in this agreement.

**Business** the business of the design, manufacture and supply of temporary road, site access and ground protection solutions (other than Terraroad products) carried on by the Seller as at the Transfer Time under the trading name Tufftrak Ground Protection Solutions but excluding, for the avoidance of doubt, the Excluded Business.

**Business Day** any day (other than Saturday or Sunday) on which clearing banks are open in England for a full range of banking transactions.

**Business Intellectual Property** all Intellectual Property owned by the Assignor and used in and/or required for the conduct of the Business as at the Transfer Time, including but not limited to the Listed Intellectual Property.

**Domain Names** the domain names short particulars of which are set out in Schedule 2 and all other domain names used exclusively in relation to the Business and in respect of which the Seller is the registrant.

**Excluded Business** the business of the design, manufacture and supply of temporary natural grass and artificial turf protection, ice conversion covers, temporary roadways and driveable stadium covers carried on by the Seller as at the Transfer Time under the trading name Terraplas and any other business carried on by the Seller as at the Transfer Time which is not the Business.

**Intellectual Property** all patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including Know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for,

and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Listed Intellectual Property** the registered and unregistered Intellectual Property brief particulars of which are set out in Schedule 1.

**Main Agreement** the agreement for sale and purchase of business and assets dated the same date as this agreement and entered into between (1) the Assignor and (2) the Assignee.

**Transfer Formalities** all formalities (including the provision of online domain name account details and passwords, the selection and completion of relevant change of registrant functions within such domain name accounts, the provision of email or other online notice or confirmation notifying the registrar of the domain name transfer, and the completion and signing of documents) that are required to transfer ownership and control of the Domain Names to the Assignee.

**Transfer Time** 00:01 am on the date of this agreement.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.
- 1.3 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.
- 1.4 References to clauses and Schedules are to the clauses and schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Writing or written includes faxes but not e-mail.
- 1.8 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

## **2 ASSIGNMENT OF INTELLECTUAL PROPERTY**

Pursuant to and for the consideration set out in the Main Agreement and with effect from the Transfer Time, the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Business Intellectual Property, including:

- 2.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Business Intellectual Property;
- 2.2 all goodwill attaching to the Business Intellectual Property and in respect of the business relating to the goods or services in respect of which the Business Intellectual Property is registered or used; and

- 2.3 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 arising from ownership, of any of the Business Intellectual Property whether occurring before, on, or after the date of this agreement.

### **3 TRANSFER OF DOMAIN NAMES**

- 3.1 Pursuant to and for the consideration set out in the Main Agreement the Assignor shall transfer ownership and control of the Domain Names to the Assignee as soon as reasonably practicable and in any event by no later than 30 days after the date of this agreement.
- 3.2 In the furtherance of clause 3.1, promptly after the date of this agreement the parties shall, as necessary, complete the Transfer Formalities.

### **4 FURTHER ASSURANCE**

The parties shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the Assignee's cost, 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 preclude 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**

This agreement together with the Main Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each of the parties acknowledges and agrees that in entering into this agreement, it has does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

### **7 VARIATION**

No variation of this agreement shall be effective unless made in writing and signed by or on behalf of each of the parties to this agreement.

### **8 SEVERANCE**

If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

### **9 COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

## 10 THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

## 11 NOTICES

11.1 Any notice or document to be served under this agreement may be:

11.1.1 delivered;

11.1.2 sent by first class recorded delivery post;

11.1.3 sent by registered airmail; or

11.1.4 sent by email;

to the party to be served at its address specified in clause 11.4 below or at any other address which the party to be served may have notified to the other Party in accordance with this clause.

11.2 Any notice or document referred to in clause 11.1 shall be deemed to have been served:

11.2.1 if delivered, at the time of delivery; or

11.2.2 if sent by post, at 9.00a.m. on the second Business Day after the day it is posted; or

11.2.3 if sent by registered airmail, four (4) days from the date of posting; or

11.2.4 if sent by email, one hour after the time of despatch if despatched before 5.00p.m. on any Business Day and in any other case at 9.00 a.m. on the Business Day following the date of despatch.

11.3 In providing service it shall be enough to prove that delivery was made, that the envelope containing the notice or document was properly addressed and posted, or that the email was properly addressed and despatched.

11.4 The following are the addresses (including email addresses) of the Assignor and the Assignee for the purposes of clause 11.1:

### **Seller**

3<sup>rd</sup> Floor, 1 Ashley Road, Altrincham,  
Cheshire, England WA14 2DT

Email address:  
mmcelhinny@justrite.com

(marked for the attention of Mark  
McElhinny)

### **Buyer**

Achterzeedijk, Unit 1, 2992 SB Barendrecht,  
Netherlands

Email address: ckodosky@justrite.com

(marked for the attention of Christopher  
Kodosky)



## 12 GOVERNING LAW AND JURISDICTION

- 12.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).


IN WITNESS of which the parties to this agreement have executed it as a deed and delivered it on the date first written in this agreement.

# SCHEDULE 1 – BUSINESS INTELLECTUAL PROPERTY

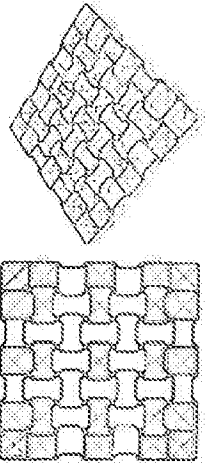
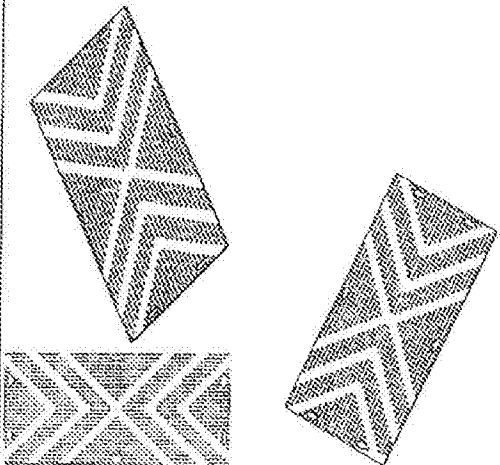
Registered Business Intellectual Property and applications to register Business Intellectual Property – trade marks, patents, registered designs

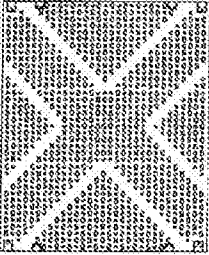
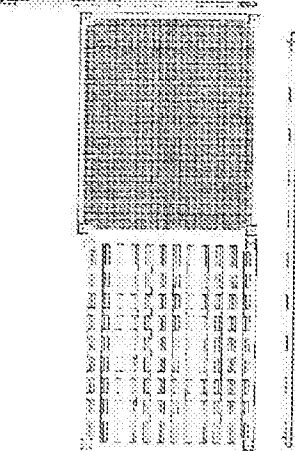
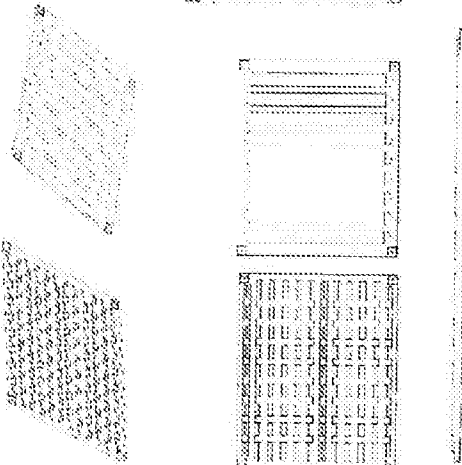
## Trade Marks

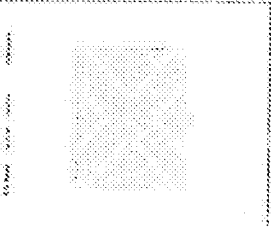


Owner	Territory	Trade Mark	Image	Trade Mark No.	Class(es)	Filing Date	Expiry Date
Checkers Safety Group UK Ltd	UK	TuffTrak	n/a	2525593	19	08/09/2009	08/09/2029
Checkers Safety Group UK Ltd	UK	ZIG Trak	n/a	2525608	19	08/09/2009	08/09/2029
Checkers Safety Group UK Ltd	UK	Zigma	n/a	2558719	19	15/09/2010	15/09/2030
Checkers Safety Group UK Ltd	UK	ChevronTraction	n/a	2630465	19	02/08/2012	02/08/2022
Checkers Safety Group UK Ltd	UK	Zigma GeoGrid	n/a	2634238	19	10/09/2012	10/09/2022
Checkers Safety Group UK Ltd	UK	RoadCover	n/a	3036901	19	07/01/2014	07/01/2024
Checkers Safety Group UK Ltd	UK	TrenchSafe	n/a	3036915	19	07/01/2014	07/01/2024
Checkers Safety Group UK Ltd	UK	ShedGrid	n/a	3080855	19	10/11/2014	10/11/2024
Checkers Safety Group UK Ltd	UK	EventPanel	<b>EventPanel</b>	3087312	19	23/12/2014	23/12/2024
Checkers Safety Group UK Ltd	UK	TuffTrak Extreme		3107309	19	06/05/2015	06/05/2025
Checkers Safety Group UK Ltd	UK	TuffTrak XT		3107312	19	06/05/2015	06/05/2025
Checkers Safety Group UK Ltd	UK	TuffTrak XT		3107312	19	06/05/2015	06/05/2025

Checkers Safety Group UK Ltd	UK	TuffTrench	n/a	3107319	19	06/05/2015	06/05/2025
Checkers Safety Group UK Ltd	UK	zgs	n/a	3112021	19	05/06/2015	05/06/2025
Checkers Safety Group UK Ltd	EU	z.g.s.	n/a	6757702	19	19/03/2008	19/03/2028
Checkers Safety Group UK Ltd	EU	Zigma		9550658	17, 19	25/11/2010	25/11/2020
Checkers Safety Group UK Ltd	EU	X TRAK		12239265	12, 17, 19	21/10/2013	21/10/2023
Checkers Safety Group UK Ltd	EU	Z.G.S. Service		14306666	17, 19	29/06/2015	29/06/2025
Checkers Safety Group UK Ltd	EU	TuffTrak	n/a	8984817	12, 17, 19	26/03/2010	26/03/2020
Checkers Safety Group UK Ltd	WIPO US	Zigma	n/a	1069582	19	02/02/2011	02/02/2021
Checkers Safety Group UK Ltd	WIPO US, AU	TuffTrak	n/a	1069624	19	02/02/2011	02/02/2021
Checkers Safety Group UK Ltd	US	LIBERTYMAT	LIBERTYMAT	4549046	19	14/05/2013	10/06/2020
Checkers Safety Group UK Ltd	US	ECONOMAT		4664412	19	14/05/2013	30/12/2020

# Registered Designs

Owner	Territory	Design	Design No.	Filing Date	Expiry Date
Checkers Safety Group UK Limited	EU		935275-0001	12/05/2008	12/05/2023
Checkers Safety Group UK Limited	EU		935275-0002	12/05/2008	12/05/2023

Checkers Safety Group UK Limited	EU		1813999- 0001	01/02/2011	01/02/2021
Checkers Safety Group UK Limited	EU		2544288- 0001	24/09/2014	24/09/2024
Checkers Safety Group UK Limited	EU		2544288- 0002	24/09/2014	24/09/2024

Checkers Safety Group UK Limited	US				D674639S	22/01/13	22/01/27
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# Patents

Patent/Patent Application	Patent Application No.	Filing Date	Registered Proprietor	Country	Status
Mat	US 29/384,382	31 January 2011	Zigma Ground Solutions Ltd	US	Granted
Mat	201430390410.2	16 October 2014	Zigma Ground Solutions Ltd	China	Granted

Unregistered Business Intellectual Property owned or used -- copyright, design rights

Copyright in [www.tufftrak-safety.com](http://www.tufftrak-safety.com) and other promotional materials.

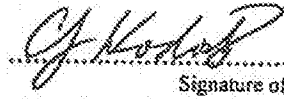
Copyright in all drawings, designs, manuals, technical specifications, data, diagrams, photographs or related materials of the Business.

## SCHEDULE 2 – DOMAIN NAMES

fencesafe.eu	rubbatrak.co.uk
kerbsafe.co.uk	rubbatrak.com
kerbsafe.eu	temporaryaccess.co.uk
roadcover.co.uk	temporaryaccesssolutions.co.uk
rubbammat.co.uk	temporaryaccesssolutions.com
rubbammat.com	temporaryaccesssolutions.eu
safeferb.com	temporaryaccesssolutions.net
safetrench.co.uk	tuffmat.co.uk
safetrench.eu	tuffmat.eu
safetyaccesssolutions.co.uk	tufftrak.co.uk
safetyaccesssolutions.com	tufftrak.eu
trenchguard.com	tufftrakmats.com
trenchsafe.co.uk	tufftrakuk.co.uk
trenchsafe.eu	tufftrakuk.com
zgsgmbh.co.uk	tufftrakus.com
zgsgmbh.com	tufftrakusa.com
zgs-gmbh.com	zigma-access-leasing.com
zgs-ltd.com	zigmaleasing.com
zgs-service.com	zigmak.co.uk
zgs-service-gmbh.com	zigmak.com
zigmaaccessleasing.com	zigmagroundsolutions.com
zigmagroundsolutions.eu	zigma.com
zigmagroundsolutions.net	euromat.us
econogrid.co.uk	euromats.biz
economat.co.uk	euromats.info
geogridlite.co.uk	euromats.org
libertymat.com	euromats.us



EXECUTED (but not delivered until the  
date written at the start of this deed) AS A  
DEED by CHECKERS SAFETY GROUP  
UK LTD acting by a director in the presence  
of:

  
Signature of a director

CHRISTOPHER J. KOBOSKY  
Name of director (BLOCK CAPITALS)

Witness' signature:

Witness' name (BLOCK  
CAPITALS):

Witness' address:

CARLOS COBO

1751 Lake Cook Road, Sk 370

Deerfield IL 60015

Witness' occupation:

CHIEF OPERATING OFFICER

EXECUTED (but not delivered until the  
date written at the start of this deed) AS A  
DEED by JUSTRITE SAFETY GROUP  
EMEA B.V. acting by a director in the  
presence  
of:

  
Signature of a director

CHRISTOPHER J. KOBOSKY  
Name of director (BLOCK CAPITALS)

Witness' signature:

Witness' name (BLOCK  
CAPITALS):

Witness' address:

CARLOS COBO

1751 Lake Cook Rd., Sk. 370

Deerfield IL 60015

Witness' occupation:

CHIEF OPERATING OFFICER

EXECUTED (but not delivered until the  
date written at the start of this deed) AS A  
DEED by CHECKERS SAFETY GROUP  
UK LTD acting by a director in the presence  
of:

.....  
Signature of a director  
.....  
Name of director (BLOCK CAPITALS)

Witness' signature: .....

Witness' name (BLOCK CAPITALS): .....

Witness' address: .....

Witness' occupation: .....

EXECUTED (but not delivered until the  
date written at the start of this deed) AS A  
DEED by JUSTRITE SAFETY GROUP  
EMEA B.V. acting by a director in the  
presence  
of:

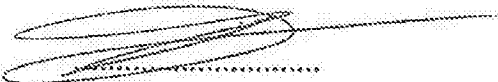
  
.....  
Signature of a director  
R. VIEVEEN  
.....  
Name of director (BLOCK CAPITALS)

Witness' signature: .....

Witness' name (BLOCK CAPITALS):

Witness' address:

Witness' occupation:

  
.....  
J.R.J. PIETERS  
.....  
Pluin-es 74  
.....  
2925 CN Krimpen a.d. IJssel, NL  
.....  
Controller  
.....