

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Minova International Limited		08/09/2018	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Airtite Mine Products, LLC		
Street Address:	1279 COUNTY ROAD 411		
City:	PROCTORVILLE		
State/Country:	OHIO		
Postal Code:	45669		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2176583	AIRTITE	
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:	303-245-2094		
Email:	docket@hollandhart.com		
Correspondent Name:	Jeffrey D. Larson		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attention: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	tbd - AIRTITE assignment		
NAME OF SUBMITTER:	Jeffrey D. Larson		
SIGNATURE:	/Jeffrey D. Larson/		
DATE SIGNED:	02/15/2019		
Total Attachments: 5			
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DATED

9 August 2018

MINOVA INTERNATIONAL LIMITED

and

AIRTITE MINE PRODUCTS, LLC

DEED OF ASSIGNMENT OF TRADE MARK

THIS DEED is dated 9 August 2018

Parties

- (1) **MINOVA INTERNATIONAL LIMITED** incorporated and registered in England and Wales with company number 04373725, whose registered office is at Unit 19 Redbrook Business Park, Wilthorpe Road, Barnsley, South Yorkshire, S75 1JN ("Minova")
- (2) **AIRTITE MINE PRODUCTS, LLC**, FEIN # 47-2339337, whose registered office is at 1279 County Road 411, Proctorville, OH 45669, USA (the "Assignee").

Background

- (A) Minova is the proprietor of the Trade Mark (as defined below).
- (B) Minova has agreed to assign to the Assignee the intellectual property rights in the Trade Mark on the terms set out in this Deed.

Agreed terms

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

- 1.1 Definitions:
Trade Mark: the registered trade mark, details of which are set out in the Schedule.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.3 The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.4 References to clauses and to the Schedule are to the clauses and the Schedule of this deed.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. ASSIGNMENT

Minova hereby assigns to the Assignee all its right, title and interest in and to the Trade Mark, including:

- 2.1 all goodwill attaching to the Trade Mark and in respect of the business relating to the goods or services in respect of which the Trade Mark is registered or used (in so far as the same is vested in Minova); and
- 2.2 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 the Trade Mark whether occurring before, on, or after the date of this Deed.

3. WARRANTY

Minova warrants that it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Mark.

4. FURTHER ASSURANCE

At the Assignee's expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed.

5. GENERAL

- 5.1 No variation of this deed shall be effective unless it is in writing and signed by both parties (or their authorised representatives).
- 5.2 A waiver of any right or remedy under this deed or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 5.3 This Deed, including the attached Schedule constitutes the entire deed between the parties, supersedes and nullifies all prior agreements, understandings, and representations, written or oral, regarding the subject matter hereof and may not be amended except in a writing signed by both parties.
- 5.4 Anyone who is not a party to this deed shall not have any rights under or in connection with it.
- 5.5 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this deed. No counterpart shall be effective until each party has executed at least one counterpart.
- 5.6 This deed shall be construed under and governed by English law and 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 deed or its subject matter.

This deed has been entered into on the date stated at the beginning of it.

SCHEDULE

Trade Mark


Country	Trade Mark No.	Mark Text	File Date	Status	Classes
USA	2176583	AIRTITE	20 May 1997	Registered	19

Executed as a deed by
MINOVA INTERNATIONAL LIMITED
acting by PETER ASSINDER, a director,

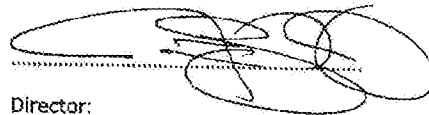


Director

In the presence of:
SIGNATURE OF WITNESS:
NAME OF WITNESS:
OCCUPATION OF WITNESS:

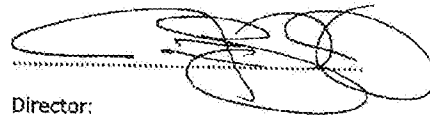

.....
Frank Hoteschmann
.....
Head of HR - Minova Global

Executed as a deed by
AIRTITE MINE PRODUCTS, LLC
acting by JAMES L. EARL, a director,



Director:

In the presence of:
SIGNATURE OF WITNESS:
NAME OF WITNESS:
OCCUPATION OF WITNESS:


.....
Derrick Nida
.....
Derrick Nida
.....
Office Manager
.....
Airtite Mine Products, LLC