

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARUP Group Limited		06/12/2006	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	OVE ARUP PARTNERSHIP TRUSTEES LIMITED		
Street Address:	13 Fitzroy Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1T 4BQ		
Entity Type:	PARTNERSHIP: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2721782	ARUP	
CORRESPONDENCE DATA			
Fax Number:	(215)231-0043		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-569-5798		
Email:	krajicek@blankrome.com		
Correspondent Name:	Bruce D. George		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	125964-00101		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 2721782

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kathleen Haney Krajicek

Signature:

/kathleen haney krajicek/

Date:

08/23/2006

Total Attachments: 20

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TRADE MARK ASSIGNMENT

DATED: 12 June 2006

PARTIES:

- 1 **AGL** **ARUP GROUP LIMITED** (registered no. 01312454) whose registered office is 13 Fitzroy Street, London W1T 4BQ;

2. **Trustee** **OVE ARUP PARTNERSHIP TRUSTEES LIMITED** (registered no. 894933) whose registered office is 13 Fitzroy Street, London W1T 4BQ.

RECITAL

AGL wishes to assign the Trade Marks (subject to an exclusive licence back) to the Trustee, acting in its capacity as trustees for the Ove Arup Partnership Employee Trust established by a settlement deed dated 13 March 1998, and the Trustee, acting in that capacity, wishes to accept the same.

OPERATIVE PROVISIONS

1 **Definition**

The following definition applies:

Trade Marks

the marks ARUP (brief details of AGL's applications and registrations for which are set out in Schedule 1 to this agreement), OVE and OVE ARUP wherever arising including all stylised and/or logo forms thereof and/or associated therewith and including all copyright and/or design right in the foregoing, together with the goodwill attaching thereto.

- 2 In consideration of the sum of £1 paid by the Trustee to AGL (the receipt of which is hereby acknowledged) AGL hereby assigns to the Trustee absolutely the Trade Marks including the right to sue for past infringements.
- 3 The Trustee agrees that it will on the date of this agreement grant AGL an exclusive licence of the Trade Marks in the form attached at Schedule 2 to this agreement.
- 4 AGL will at the request and reasonable expense of the Trustee and/or its assigns execute sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Trustee and/or its assigns, properly:
 - 4.1 to secure the vesting in the Trustee and/or its assigns absolutely of the full right, title and interest in and to the Trade Marks;
 - 4.2 to uphold the rights of the Trustee and/or its assigns in the Trade Marks; and
 - 4.3 to defeat any challenge to the validity of, and resolve any questions concerning, the Trade Marks.
- 5 This agreement shall be governed by and interpreted in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

Signed by the duly authorised representatives of the parties on the date of this document.

SCHEDULE 1
The Trade Mark Registrations and Applications

<u>Mark</u>	<u>Registration/Application No.</u>	<u>Territory</u>
ARUP	1 297 287	UK
ARUP	1 740 125	European Community
ARUP	2721782	USA
ARUP	11015/2000	Hong Kong

SCHEDULE 2
The Trade Mark Licence

[attach copy of the Agreement for the use of the Arup name]

SIGNED by
for and on behalf of
ARUP GROUP LIMITED

)
)
) T.M. Hill
)

SIGNED by
for and on behalf of
**OVE ARUP PARTNERSHIP TRUSTEES
LIMITED**

)
)
) Michael Smith
)

AGREEMENT FOR THE USE OF THE ARUP NAME

DATED: 12 June 2006

PARTIES:

- 1 **Licensor** **OVE ARUP PARTNERSHIP TRUSTEES LIMITED** (registered no. 894933) whose registered office is 13 Fitzroy Street, London W1T 4BQ;
- 2 **Licensee** **ARUP GROUP LIMITED** (registered no. 01312454) whose registered office is 13 Fitzroy Street London W1T 4BQ.

RECITAL

Pursuant to the Trade Mark Assignment entered into between the parties today, the Licensor, acting in its capacity as trustee for the Ove Arup Partnership Employee Trust established by a settlement deed dated 13 March 1998, wishes to grant and the Licensee wishes to accept a licence of the Trade Marks.

OPERATIVE PROVISIONS

1 **Definitions and Interpretation**

1.1 Unless the contrary intention appears, the following definitions apply:

- Commencement Date* date of this agreement;
- Corporate Name* the company, business or trading name of the Licensee (and, where relevant, sub-licensees under this agreement);
- Licensed Services* any goods or services supplied by the Licensee in the course of its business;
- Territory* worldwide; and
- Trade Marks* the marks ARUP (brief details of the Licensor's applications and registrations for which are set out in the Schedule to this agreement), OVE and OVE ARUP wherever arising including all stylised or logo forms thereof and/or associated

therewith and including all copyright and/or design right in the foregoing, together with the goodwill attaching thereto.

1.2 Unless otherwise stated, a reference to a clause, sub-clause or schedule is a reference to a clause or sub-clause of, or schedule to, this agreement.

1.3 Headings in this agreement and in the schedules are for ease of reference only and do not affect the construction of any provision.

1.4 The schedule is incorporated in and forms part of this agreement.

2 **Term**

2.1 This agreement shall commence on the Commencement Date and shall continue in perpetuity unless terminated in accordance clause 8.

3 **Grant of Licence**

3.1 In consideration of the sum of £1 now paid by the Licensee to the Licensor, receipt of which is hereby acknowledged, the Licensor hereby grants the Licensee an exclusive, royalty-free licence to use the Trade Marks in the Territory in connection with the Licensed Services generally including without limitation such use;

3.1.1 on and in any documents and written material in any medium including use on stationery and online use; and

3.1.2 as part of the Corporate Name.

3.2 The Licensee may grant sub-licences, but such sub-licences shall automatically terminate immediately upon termination of the licence granted under this clause 3 and the sub-licences shall include a term to this effect

4 **Conditions of use**

The Licensee agrees that:

4.1 it will use the Trade Marks only as licensed in this agreement and not otherwise;

4.2 the services it will provide under the Trade Marks shall be of no lower quality than that generally achieved by it in its business as at the date of this agreement;

4.3 it will not use the Trade Marks in a manner which is likely to be prejudicial to the use of the Trade Marks by the Licensor, its successors and assignees;

4.4 it will not use the Trade Marks in a manner which is reasonably likely to cause material harm to the goodwill attaching to the Trade Marks; and

5 Further applications/Maintenance

5.1 The Licensor will:

5.1.1 at the Licensee's request and reasonable expense, apply for such further applications for protection of the Trade Marks as the Licensee directs; and

5.1.2 at the Licensee's request, use its best endeavours to maintain in force all its registrations, and applications for registration, of the Trade Marks, including defending the Trade Marks from any attacks.

6 Infringements

6.1 The Licensor shall immediately inform the Licensee giving such details as are available if it suspects that use of any of the Trade Marks by the Licensee (including any sub-licensees) may infringe the rights of any third party.

6.2 The Licensee shall have the right in its sole and absolute discretion, and at its own expense, to commence or assume the conduct of all actions and proceedings relating to the Trade Marks and the Licensor agrees to provide (at the Licensee's reasonable expense) all assistance the Licensee may reasonably require in connection with any such proceedings (including if necessary permitting the Licensee to commence proceedings in the name of the Licensor subject to giving the Licensor such indemnity as to costs as the Licensor may reasonably require). Any costs or damages incurred or recovered as a result of any such actions or proceedings shall be for the account of the Licensee.

7 Acknowledgement

7.1 The Licensee acknowledges and agrees that:

7.1.1 all rights in and to the Trade Marks belong to the Licensor (subject only to the limited rights granted under this agreement);

7.1.2 it shall not acquire or claim any interest in or title to the Trade Marks or the goodwill attaching to them by virtue of the rights granted to it under this agreement or through its use of the Trade Marks under this agreement; and

7.1.3 all goodwill arising through use of the Trade Marks by the Licensee shall at all times be deemed to have accrued to the Licensor.

8 Termination

8.1 The licence granted under clause 3 may be terminated by the Licensor immediately:

8.1.1 if (save for the purposes of a voluntary reorganisation, reconstruction or amalgamation) an order is made or a resolution is passed for the winding-up of the Licensee or if a provisional liquidator is appointed in respect of the Licensee, or if the Licensee becomes the subject of; a notice of intention to appoint an administrator, a notice of appointment of an administrator, an administration application, an administration order or has an administrator appointed over it, or in the event that a receiver (which expression shall include an administrative receiver) is appointed in respect of the Licensee or all or any of its assets and is not discharged within a period of 30 days, or if the Licensee is unable to pay its debts within the meaning of section 123 (b) of the Insolvency Act 1986 or any analogous or equivalent legislation, or if the Licensee enters into any composition with its creditors or a voluntary arrangement is proposed in respect of the Licensee under section 1 of the Insolvency Act 1986 or any analogous or equivalent legislation; or

8.1.2 if the Licensee challenges or disputes the validity or ownership of the Trade Marks, or takes any action either directly or indirectly to oppose the renewal, or to oppose or cancel the registration, of any of the Trade Marks.

8.2 Any termination of this agreement shall be without prejudice to the rights of the Licensor against the Licensee in respect of anything done or omitted to be done prior to termination.

9 **After termination of licence**

9.1 Following termination of the licence granted under clause 3, the provisions of clauses 4, 5 and 6 shall cease to apply and the Licensee will:

9.1.1 immediately and permanently cease, and shall procure that its sub-licensees under this agreement immediately and permanently cease, all use of the Trade Marks including without limitation use as part of a Corporate Name and/or a domain name;

9.1.2 within 30 days delete or remove the Trade Marks from, or (where such deletion or removal is not reasonably practicable) destroy and provide to the Licensor satisfactory evidence of such destruction, deletion or removal or (if the Licensor shall so elect) deliver to the Licensor upon reasonable notice all materials in the possession or control of the Licensee to which the Trade Marks are affixed;

9.1.3 within 30 days provide to the Licensor satisfactory evidence that it (and, if relevant, any sub-licensees) has changed its Corporate Name so as not to include any of the Trade Marks or anything confusingly similar to any of them.

9.1.4 within 30 days (or as soon as is practicable in the light of the relevant domain name registry's procedures) to transfer to the Licensor any domain name which includes, or is confusingly similar to, any of the Trade Marks.

9.1.5 at the Licensor's request cooperate with the Licensor in arranging the removal of any registration of this agreement from any and all Registers of Trade Marks;

9.1.6 refrain from:

9.1.6.1 preventing or seeking to prevent the Licensor from using or licensing the Trade Marks; and

9.1.6.2 granting or purporting to grant any licence to a third party to use the Trade Marks;

9.1.7 provide, and procure that sub-licensees provide (at the Licensor's reasonable expense) all assistance the Licensor may require in connection with all actions and proceedings (including proceedings for passing off) relating to the Trade Marks including but not limited to:

9.1.7.1 permitting the Licensor to commence proceedings in the name of the Licensee and/or the sub-licensees;

9.1.7.2 commencing proceedings against third parties at the request of, and conducting such proceedings as directed by, the Licensor including keeping the Licensor fully and promptly informed of all developments in such proceedings; and

9.1.7.3 providing details and evidence of the Licensee's and the sub-licensees' use of the Trade Marks;

10 **Nature of relationship**

Nothing in this agreement shall constitute or be deemed to constitute a partnership between the parties or constitute either party as agent the other nor shall it give either party the right or authority to do any act, enter into any contract, make any representations, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the other or binding the other in any way.

11 **Assignment**

The Licensee may not assign or otherwise transfer the benefits of or delegate its obligations under this agreement, whether in whole or in part, except with the prior written consent of the Licensor (such consent not to be unreasonably withheld).

12 **Waiver**

No delay or indulgence by either party in enforcing this agreement shall prejudice or restrict the rights of that party. A waiver of a right shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either party is exclusive of any other rights, power or remedy available to that party and the rights, powers or remedies available to that party shall be cumulative.

13 Variation

No addition to, or modification of, any provision of this agreement shall be binding on either party unless made in writing and signed by duly authorised representatives of both parties.

14 Severance

If any provision of this agreement is declared by any judicial or other competent authority to be void, illegal or otherwise unenforceable, the invalidity or enforceability shall not affect the other provisions of this agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

15 Notices

All notices which are required to be given under this agreement shall be in writing and shall be sent to the address of the recipient set out above or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Notice may be delivered personally or by first class pre-paid letter or facsimile transmission using the numbers set out below and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and, if by facsimile transmission, when despatched.

The Licensor's fax no: 0207 755 2762

The Licensee's fax no: 0207 580 3924

16 Law

This agreement shall be governed by, and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

Signed by the duly authorised representatives of the parties on the date of this document.

SCHEDULE
The Trade Mark Registrations and Applications

<u>Mark</u>	<u>Registration/Application No.</u>	<u>Territory</u>
ARUP	1 297 287	UK
ARUP	1 740 125	Community
ARUP	2721782	USA
ARUP	11015/2000	Hong Kong

SIGNED by

for and on behalf of

**OVE ARUP PARTNERSHIP TRUSTEES
LIMITED**

)
)
)
)

Michael Sumner

SIGNED by

for and on behalf of

ARUP GROUP LIMITED

)
)
)
)

T.M. Hill

TRADEMARK

REEL: 003375 FRAME: 0655

DATED

2005

OVE ARUP PARTNERSHIP TRUSTEES LIMITED

and

ARUP GROUP LIMITED

AGREEMENT FOR THE USE OF THE ARUP NAME

*berwin leighton paisner

TRADEMARK

REEL: 003375 FRAME: 0656

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Adelaide House London Bridge London EC4R 9HA
tel +44 (0)20 7760 1000 fax +44 (0)20 7760 1111

TRADEMARK

REEL - 003375 FRAME - 0658

DATED

2005

ARUP GROUP LIMITED
and
OVE ARUP PARTNERSHIP TRUSTEES LIMITED

TRADE MARK ASSIGNMENT

***berwin leighton paisner**

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TRADEMARK
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TRADEMARK

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