

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
Arachsys Internet Services Ltd		03/23/2011	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ElasticHosts Ltd		
Street Address:	Meadowbank, Crumpsbrook		
City:	Cleobury Mortimer		
State/Country:	UNITED KINGDOM		
Postal Code:	DY14 0HP		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77476179	ELASTICHOSTS	
CORRESPONDENCE DATA			
Fax Number:	(415)366-9608		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	+447751324187		
Email:	richard.davies@elastichosts.com		
Correspondent Name:	ElasticHosts Ltd		
Address Line 1:	Building 3, 566 Chiswick High Road		
Address Line 4:	London, UNITED KINGDOM W4 5YA		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

OP \$40.00 77476179

NAME OF SUBMITTER:	Richard Davies
Signature:	/Richard Davies/
Date:	03/30/2011
Total Attachments: 2 source=Trademark assignment#page1.tif source=Trademark assignment#page2.tif	

DEED OF ASSIGNMENT – MISCELLANEOUS PROPERTY

This agreement is suitable for transferring ownership of specific property from one party to another.

THIS AGREEMENT IS MADE BY DEED ON THE 23/3/2011
(Date)

BETWEEN

The Assignor ARACHSYS INTERNET SERVICES LTD
(Name and address of Assignor)

AND

The Assignee ELASTICHOSTS LTD
(Name and address of Assignee)

CONCERNING

The Property UK Trademark 2487729, "ElasticHosts"
US Trademark 77476179, "ElasticHosts"
/
(Describe the property which is being transferred sufficiently to identify it)

WHEREAS the Assignor is the owner and proprietor of the Property.

WHEREAS the Assignor has agreed to transfer and assign all of his rights in the Property to the Assignee.

1. Interpretation

- 1.1. Except where the context requires otherwise words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing the sole shall include the corporate and vice versa.
- 1.2. For the purposes of this agreement "the Relevant Liabilities" shall mean all undischarged obligations, debts and liabilities (including claims or legal proceedings which have been issued or are in contemplation) of or against the Assignors which relate to the Property.

2. The Assignment

- 2.1. The Assignor guarantees his absolute and unrestricted title to the Property and further warrants and guarantees that the Property is not subject to any encumbrance, right or interests, debt, lien, pledge, mortgage or claim by any third party.
- 2.2. In consideration of the monies paid by the Assignee under this agreement the Assignor hereby assigns and transfers to the Assignee the Property absolutely and without reservation together with all rights and interests vested in such.
- 2.3. The Assignor undertakes and covenants to execute such deeds or instruments as may be necessary to give effect to this assignment at the request and expense of the Assignee.

2.4. In consideration of the assignment the Assignee shall pay the Assignor the sum of £10 _____ plus VAT at the prevailing rate.

3. Performance of Obligations

- 3.1. The Assignor's and Assignee's obligations under this agreement shall be due for performance immediately upon the signing of this Agreement.
- 3.2. Upon signing this agreement the Assignor shall immediately and without delay permit the Assignee to take possession of the Property and shall deliver up to the Assignee all documentation which may be necessary to permit the Assignee to vest and register title in the Property, including instruments of transfer, conveyances and assignments and all deeds and documents of title.
- 3.3. Upon signing this agreement the Assignor undertakes to indemnify the Assignee against any loss or damage which he may suffer as a result of any document delivered under 3.2 above being for any reason invalid or defective.
- 3.4. Upon signing this agreement the Assignee shall make payment of the monies specified in 2.3 above by way of [banker's draft / bank transfer into an account nominated by the Assignor].

4. Relevant Liabilities

The Assignor shall be fully and solely responsible for all Relevant Liabilities and shall discharge any such liabilities and shall at all times indemnify the Assignee fully against such.

5. Miscellaneous Provisions

This Agreement shall be construed and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

IN WITNESS OF WHICH the Parties have executed this agreement on the day and date first before written. **SIGNED AS A DEED AND DELIVERED** by the above named

The Assignor

CHRIS WEBB
(name)

C. D. Webb
(Signature)

DIRECTOR
(Position, if representing company)

Witnessed by:
ANNA GRIFFITHS
(name of witness)

[Signature]
(Signature of witness)

1 DOUGLAS HOUSE, THE AVENUE,
ST MARGARETS, TW1 1BQ.
(Address of witness)

The Assignee

RICHARD DAVIES
(name)

Richard Davies
(Signature)

DIRECTOR
(Position, if representing company)

Witnessed by:
Paul Fisher
(name of witness)

[Signature]
(Signature of witness)

136 Maplin Park, Slough.
(Address of witness)