

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
EQ EMOTIONAL INTELLIGENCE LIMITED	FORMERLY SATELLITE INC LIMITED	09/26/2013	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	GILD, INC.		
Street Address:	660 Third Street		
Internal Address:	Suite 205		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85340461	THE GILD	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	949-760-0404		
Email:	efiling@knobbe.com, lori.gillette@knobbe.com		
Correspondent Name:	Jonathan A. Menkes		
Address Line 1:	2040 MAIN STREET		
Address Line 2:	14TH FLOOR		
Address Line 4:	IRVINE, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	BRDGB1.001TUS		
NAME OF SUBMITTER:	Jonathan A. Menkes		

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Signature:	/Jonathan A. Menkes/
Date:	10/10/2013
Total Attachments: 5 source=BRDGB1.001TUS ASSIGNMENT#page1.tif source=BRDGB1.001TUS ASSIGNMENT#page2.tif source=BRDGB1.001TUS ASSIGNMENT#page3.tif source=BRDGB1.001TUS ASSIGNMENT#page4.tif source=BRDGB1.001TUS ASSIGNMENT#page5.tif	

Date: 26th September 2013

(1) EQ EMOTIONAL INTELLIGENCE LIMITED

(formerly SATELLITE INC LIMITED)

and

(2) GILD, INC.

TRADE MARK ASSIGNMENT

**Bird & Bird LLP
15 Fetter Lane
London EC4A 1JP**

Tel: 020 7415 6000

Ref: TAS/CXG/THEGV.0003

**TRADEMARK
REEL: 005129 FRAME: 0370**

BETWEEN

- (1) **EQ EMOTIONAL INTELLIGENCE LIMITED (formerly SATELLITE INC LIMITED)** incorporate and registered in England with company number 06224470 whose registered office is at 22-23 Little Portland Street, London W1W 8BU (the "Assignor"); and
- (2) **GILD, INC.** a company incorporated under the laws of the State of Delaware, of Suite 205 660 Third Street, San Francisco, California 94107 (the "Assignee").

RECITALS

- (A) On 7 June 2011 the Assignor (then Satellite Inc Limited) filed for the Trade Mark (as defined below);
- (B) On 15 June 2011 the Assignor changed its name from Satellite Inc Limited to EQ Emotional Intelligence Limited;
- (C) The Assignee is the successor to the relevant portion of the business relating to the Trade Mark;
- (D) Accordingly, the Assignor has agreed to assign the Trade Mark to the Assignee on the terms of this agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

"**Trade Mark**" means the United States service mark application for THE GILD brief particulars of which are set out in Schedule 1;

- 1.2 The clause and schedule headings are for convenience only and shall not affect the interpretation of this agreement.
- 1.3 References to the singular include the plural and vice versa, and references to one gender include the other gender.
- 1.4 Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.
- 1.5 Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.6 Any reference to a statute, statutory provision or subordinate legislation (except where the context otherwise requires) (i) shall be deemed to include any bye-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation and (ii) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.
- 1.7 Any reference to an English legal expression for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal expression.

2. **ASSIGNMENT**

- 2.1 In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Mark, including:
- 2.1.1 the absolute entitlement to any registered trade mark granted in respect of the Trade Mark; and
 - 2.1.2 all statutory and common law rights attaching to the Trade Mark, together with any goodwill of the business relating to the goods or services in respect of which the Trade Mark is applied for or used; and
 - 2.1.3 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 (including passing off) arising from ownership of the Trade Mark, whether occurring before on or after the date of this agreement.

3. **FURTHER ASSURANCE**

- 3.1 The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including the recordal of the Assignee as applicant or registered proprietor of the Trade Mark.

4. **GENERAL**

- 4.1 A person who is not a party to this agreement cannot enforce, or enjoy the benefit of, any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.
- 4.2 This agreement may be entered into by the parties in any number of counterparts. Each counterpart shall, when executed and delivered, be regarded as an original, and all the counterparts shall together constitute one and the same instrument.
- 4.3 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 laws of England and Wales.
- 4.4 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).

ACCORDINGLY this agreement has been entered into by each of the parties.

EXECUTION

Signed by JAMES BURTON

Name: _____

Position: C.F.O.

For and on behalf of
EQ EMOTIONAL INTELLIGENCE
LIMITED

(signature)

J. Burton

(date)

24 September 2013

Signed by SIMON MASSEY

Name: Simon Massey

Position: CEO

For and on behalf of
GILD, INC.

(signature)

Simon Massey

(date)

26 SEPTEMBER 2013

SCHEDULE 1

Trade Mark

Country	Mark	Serial Number	Filing Date	Classes
United States	<i>the gild</i>	85340461	7 June 2011	35, 42