

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307327

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DNATA		05/29/2014	CORPORATION: UNITED ARAB EMIRATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mercator Solutions FZE		
<b>Street Address:</b>	HQ Building, Dubai Silicon Oasis		
<b>Internal Address:</b>	Office No. C5-501-510,D5-501-510,I5-501-506, A6-601-610,B6-602-605		
<b>City:</b>	Dubai		
<b>State/Country:</b>	UNITED ARAB EMIRATES		
<b>Entity Type:</b>	CORPORATION: UNITED ARAB EMIRATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1829798	MERCATOR	
<b>Registration Number:</b>	3409110	MERCATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>	612-492-7000		
<b>Email:</b>	ip@fredlaw.com		
<b>Correspondent Name:</b>	Patricia A. Larson, Senior Paralegal		
<b>Address Line 1:</b>	Fredrikson & Byron, P.A.		
<b>Address Line 2:</b>	200 S. Sixth Street, Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1425		
<b>NAME OF SUBMITTER:</b>	Patricia A. Larson		
<b>SIGNATURE:</b>	/Patricia A. Larson/		
<b>DATE SIGNED:</b>	06/11/2014		
<b>Total Attachments: 9</b>			
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**EXECUTION FORM**

**ASSIGNMENT OF TRADE MARKS**

**DATED** 29 May 2014

**DNATA**

**AND**

**MERCATOR SOLUTIONS FZE**

**ALLEN & OVERY**

Allen & Overy LLP

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**TRADEMARK**  
**REEL: 005300 FRAME: 0676**

THIS AGREEMENT is made on

29 May 2014

**BETWEEN:**

- (1) **DNATA**, whose principal place of business is at P.O. Box 1515, Dubai, United Arab Emirates (the Assignor); and
- (2) **MERCATOR SOLUTIONS FZE**, a free zone establishment incorporated in Dubai Silicon Oasis, UAE (license number 1181), whose registered office is at Office No. C5-501-510, D5-501-510, I5-501-506, A6-601-610, B6-602-605, HQ Building, Dubai Silicon Oasis, Dubai, United Arab Emirates (the Assignee).

**BACKGROUND**

- (A) The Assignor is the proprietor of the registered trade marks and trade mark applications listed in the Schedule (Trade Marks).
- (B) As part of an agreement dated 31 March 2014 between the Assignor, Canary Topco Limited and Canary Midco Limited (**Sale Agreement**), the Assignor agreed to transfer the Trade Marks to the Assignee.
- (C) The parties now wish to give full effect to the Sale Agreement by entering into this agreement.

**IT IS AGREED** as follows:

1. **Assignment.** Pursuant to the Sale Agreement and in consideration of payment by the Assignee of the sum of [REDACTED] the Assignor hereby assigns to the Assignee:
  - (a) such right, title and interest as it holds in the Trade Marks together with all goodwill associated with the use of the Trade Marks; and
  - (b) the right to sue (and retain damages recovered) in respect of any infringement or unauthorised use of any of the Trade Marks that may have occurred before the date of this agreement.
2. **Records.** The Assignor shall deliver to the Assignee (or to a nominee appointed by the Assignee) all deeds, documents of title, certificates and other files and records (including those of its agents) (in any medium) which are in the Assignor's possession, power or control and which relate to the Trade Marks as soon as reasonably possible after the date of this agreement.
3. **Further Assurance.**
  - 3.1 The Assignor shall, at the request and expense of the Assignee (covering reasonably incurred out of pocket expenses only), sign any documents and to do all other things which may be reasonably necessary to give effect to this agreement, including using reasonable endeavours to enable the Assignee to fulfil all relevant national registry requirements for the recordal of the assignment of the Trade Marks in each relevant national registry.
  - 3.2 For each Trade Mark, the Assignor shall, pending: (i) formal registration of that Trade Mark (if it is not yet registered); or (ii) recordal of the assignment of that Trade Mark to the Assignee in each relevant national registry, at the request and expense of the Assignee (covering reasonably incurred out of pocket expenses only):

- (a) ensure that copies of all correspondence that it or its agents receive in connection with that Trade Mark (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee;
- (b) pay all applicable application, filing, registration, renewal and other fees concerning that Trade Mark as they fall due;
- (c) promptly satisfy all official actions or requests issued by any relevant trade mark registry or authority concerning that Trade Mark;
- (d) provide the Assignee with all information and other assistance reasonably required by the Assignee to enable the Assignee to prepare, file or prosecute applications for registration of that Trade Mark (including producing, in the appropriate form, any evidence of its use of the Trade Mark); and
- (e) provide the Assignee with all information and other assistance reasonably required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings relating to that Trade Mark (including, if requested by the Assignee lending its name to any proceedings brought by the Assignee).

3.3 The Assignor's obligations under clauses 3.1 and 3.2 shall apply for:

- (a) up to 12 months from the date of this agreement for each Trade Mark that is registered as at the date of this agreement; and
- (b) up to two years from the date of this agreement for each Trade Mark the registration of which is pending as at the date of this agreement.

4. **Representations and Warranties.** The Assignee acknowledges that the Assignor gives no representation, warranty, indemnity or guarantee in respect of the Trade Marks in this agreement, but this is without prejudice to the provisions of the Sale Agreement.

5. **Notices**

5.1 Any notice or other communication to be given under this agreement must be in writing (which does not include email) and must be delivered or sent by courier to the party to whom it is to be given as follows:

- (a) to the Assignor at:

dnata  
P.O. Box 1515  
Dubai, United Arab Emirates

marked for the attention of SVP Legal,

- (b) to the Assignee at:

Mercator Solutions FZE  
Almack House  
28 King Street  
London SW1Y 6QW  
United Kingdom

marked for the attention of the directors,

- or at any such other address of which it shall have given notice for this purpose to the other party under this clause 5.
- 5.2 Any notice or other communication shall be deemed to have been given on the date of delivery.
- 5.3 In proving the giving of a notice or other communication, it shall be sufficient to prove that delivery was made.
- 5.4 This clause 5 shall not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this agreement.

**6. General**

- 6.1 This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this agreement by executing a counterpart. Facsimile signatures shall be valid and binding to the same extent as original signatures.
- 6.2 The rights of each party under this agreement:
- (a) may be exercised as often as necessary;
  - (b) except as otherwise expressly provided by this agreement, are cumulative and not exclusive of rights and remedies provided by law; and
  - (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

- 6.3 Except as expressly stated in this agreement, a person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 6.4 Any variation of this agreement shall not be binding on the parties unless set out in writing, expressed to vary this agreement and signed by authorised representatives of each of the parties.
- 6.5 Each of the provisions of this agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

**7. Governing Law and Jurisdiction**

- 7.1 This agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 7.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (the LCIA), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The parties shall each nominate one arbitrator, the third arbitrator being appointed by the two party-nominated arbitrators, failing which the third arbitrator shall be appointed by the President or the Vice President of the LCIA. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English.

**8. Waiver of Immunity**

- 8.1 The Assignor is subject to civil and commercial law with respect to its obligations under this agreement, and the execution, delivery and performance by the Assignor of this agreement constitutes and will constitute private and commercial acts rather than public or governmental acts. The Assignor is a corporate entity with the legal capacity to sue and be sued. The Assignor hereby waives every immunity (sovereign or otherwise) to which it or any of its properties would otherwise be entitled from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) under the laws of the Emirate of Dubai or the United Arab Emirates or any other jurisdiction in respect of its obligations under this agreement. The Assignor also agrees and covenants that in the event that it is determined by any court or tribunal, or if the Assignor at any time asserts, that the Assignor has any immunity (sovereign or otherwise) from any suit or proceeding, from jurisdiction of any court or tribunal or from set-off or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise under the laws of the Emirate of Dubai or the United Arab Emirates or any other jurisdiction in respect of its obligations under this agreement), the Assignor hereby irrevocably agrees to take any and all reasonable actions requested by the Assignee that are within the control of the Assignor to allow any suit or proceeding to proceed, such that the Assignor obtains the effective realisation of its rights and remedies hereunder.

**AS WITNESS** this agreement has been signed by the parties (or their duly authorised representatives) on the date stated at the beginning of this agreement.

**SCHEDULE 1**

**Trade Marks**



**United States of America**

Date	<b>MERCATOR (Word)</b>	United States of America	13 Dec 1991	74229939	Registered	<del>XXXX</del>	MERCATOR
		<b>8 Apr 2014</b>	<b>8 Apr 1994</b>	<b>1829758</b>		<del>XXXXXXXXXXXXXXXXXXXX</del>	

Class	8						
Goods	computer software and printed manuals for computer software for use in the field of electronic data interchange						

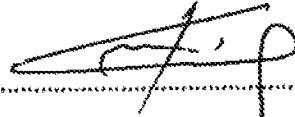
Date	<b>MERCATOR (Word)</b>	United States of America	23 Mar 2008	7884480	Registered	<del>XXXX</del>	MERCATOR
		<b>8 Apr 2018</b>	<b>8 Apr 2008</b>	<b>3459110</b>		<del>XXXXXXXXXXXX</del>	

Class	41						
Goods	educational services, namely, conducting training programs in installation integration and use of computer software						
Class	42						
Goods	consulting services in the field of computer programming and software installation						

**TRADEMARK**

**Signatories**

Signed by  
for and on behalf of **DNATA**

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)   
) .....

**SH. AHMED BIN SAEED AL - MAKTOUM**  
**CHAIRMAN**

Signed by  
for and on behalf of **MERCATOR**  
**SOLUTIONS FZE**

)  
) .....  
)

Signatories

Signed by )  
for and on behalf of **DNATA** ) .....

Signed by )  
for and on behalf of **MERCATOR** )   
**SOLUTIONS FZE** ) .....