

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM310420

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|------------------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | LICENSE |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|-----------------------|
| FIRSTRAND BANK LIMITED | | 05/30/2014 | COMPANY: SOUTH AFRICA |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | RAND MERCHANT INSURANCE HOLDINGS LIMITED |
| Street Address: | 2 Merchant Place, Corner Fredman Drive & Rivonia Road |
| Internal Address: | 3rd Floor |
| City: | Sandton, Guateng Province |
| State/Country: | SOUTH AFRICA |
| Postal Code: | 2196 |
| Entity Type: | COMPANY: SOUTH AFRICA |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------------|---------|-----------|
| Registration Number: | 3902435 | RMB |

CORRESPONDENCE DATA

Fax Number: 2128506221
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.
Phone: 212-850-6220
Email: smorales@lathropgage.com
Correspondent Name: Suzanna Morales, Lathrop & Gage LLP
Address Line 1: 230 Park Avenue, Suite 2400
Address Line 4: New York, NEW YORK 10169

| | |
|--------------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 559041 |
| NAME OF SUBMITTER: | Suzanna M. M. Morales |
| SIGNATURE: | /suzanna m m morales/ |
| DATE SIGNED: | 07/11/2014 |

Total Attachments: 6

- source=RMB - Rand Merchant Insurance - Trademark License Agreement#page1.tif
- source=RMB - Rand Merchant Insurance - Trademark License Agreement#page2.tif
- source=RMB - Rand Merchant Insurance - Trademark License Agreement#page3.tif
- source=RMB - Rand Merchant Insurance - Trademark License Agreement#page4.tif
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TRADEMARK

TRADE MARK LICENSE AGREEMENT

THIS AGREEMENT is made on the 30 day of May 2014 and entered into between:-

FIRSTRAND BANK LIMITED

a South African company

4th Floor, 4 Merchant Place, Corner Fredman Drive & Rivonia Road, Sandton, Gauteng Province, Republic of South Africa

("the Licensor")

and

RAND MERCHANT INSURANCE HOLDINGS LIMITED

a South African company

of 3rd Floor, 2 Merchant Place, Corner Fredman Drive & Rivonia Road, Sandton, 2196, Gauteng Province, Republic of South Africa

("the Licensee")

WHEREAS:-

- a) The Licensor is the owner of the trade marks ("the said trade marks"), more fully identified in the attached Schedule marked "A".
- b) The Licensor has historically granted to the Licensee the non-exclusive, royalty-free right to use the registered trade marks, from their date of filing, in respect of the services required by the Licensee to run its business conforming to certain requirements and standards.
- c) The Licensor and Licensee have prepared a license agreement for purposes of confirming the Licensee's right to use the trade marks and for recording the relationship in the register.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:-

-1-

The Licensor possesses the rights in the trademarks and nothing herein confers or shall confer upon the Licensee any proprietary right, title or interest in and to any of the trademarks or any trade name, brand name, sign, symbol, emblem, device, slogan, copyright matter, design or the like, which may from time to time include or be used in association with the trademarks by or at the direction of the Licensor upon or in relation to any of the services during the term of this Agreement or any time thereafter. The Licensee shall not at any time, directly or indirectly, challenge any of the rights of the Licensor to the trademarks or the validity and distinctiveness thereof.

-2-

Use of the trademarks by the Licensee shall be in strict accordance with the provisions of this Agreement and with the provisions of the Trade Marks Act and the Rules made thereunder and shall inure solely to the benefit of the Licensor along with the goodwill and any other resultant rights. The Licensee acknowledges that the trademarks are the exclusive property of the Licensor and that it will not assert any claim to ownership of the trademarks or to the reputation thereof and goodwill therein by virtue of its use of the trademarks or otherwise.

-3-

The Licensee may not assign, sub licence or otherwise transfer any or all of its rights or obligations under this Agreement without the Licensor's prior written authority.

-4-

The Licensee acknowledges that it uses its current name, corporate title, trading name, brand name, title or other designation that is similar to some of the trademarks with the prior consent of the Licensor. Further, after the signature of this Agreement, the Licensee shall not adopt or use any name, corporate title, trading name, brand name, title or other designation that is confusingly similar to any of the trademarks without the prior written consent of the Licensor.

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The Licensor, whenever deemed necessary by it, shall make or procure the making of appropriate applications to the Registrar of Trade Marks to register the Licensee as the registered Licensee of the trade marks in its territory for the duration of this agreement on such terms as agreed between the parties. The Licensee shall provide all assistance that may be required and, upon such registration being completed, shall be a registered Licensee of the trade marks with all of the rights and subject to all the obligations provided by law (but subject to the provisions of this agreement) with respect to registered Licensees of trade marks.

-6-

The permitted use of the trade marks shall be in relation to services which are rendered in strict accordance with the standards, directions and information prescribed, laid down, given, supplied or approved by or on behalf of the Licensor from time to time.

-7-

During the continuance of this agreement, the Licensor shall have the right, by itself or through its duly authorised representatives, to enter upon the premises in which the services are rendered, to ensure that such services conform in all respects with the standards desired by the Licensor.

-8-

The right of permitted use of the trademarks by the Licensee shall continue without fixed limit of period for so long as this agreement remains in force.

9-

The Licensee undertakes both during the term of this agreement and thereafter at the request of the Licensor to render to the Licensor all assistance which the Licensor may require from time to time in respect of the defence of the trade marks including the maintenance thereof and more particularly in the event that the Licensor proceeds against any third party to restrain infringement of the trademark. Pursuant to the foregoing, the Licensee shall advise the Licensor of any infringement of the trade marks of which it obtains knowledge, and the Licensor shall, in its sole discretion, decide whether or not to institute proceedings against the infringing party.

-10-

The Licensee undertakes and binds itself not only for the duration of this agreement, but at all times thereafter never in any way to put in issue or to challenge the validity of the trade marks or the Licensor's sole and exclusive right thereto, and shall not at any time by way of use of by seeking registration or otherwise endeavour to establish title to the trade marks.

-11-

This agreement shall remain in force without fixed limit of period subject to such rights as either party under common law may have to terminate it, and provided that:-

- (a) In the event that the Licensee is guilty of any breach of the terms of this agreement, or the conditions or restrictions subject to which it, as contemplated by this agreement, is registered as a "Registered Licensee" of the trade marks, such breach not being remedied by the Licensee within of month of notice, in writing, thereof given by the Licensor, then the Licensor may forthwith terminate this agreement;
- (b) In the event that the Licensee should go into liquidation, except for the purpose of re-organisation or re-construction, the Licensor may forthwith terminate this agreement;
- (c) Either of the parties hereto may, at any time, and without reason given, terminate this agreement on three months' written notice, to the other party.

-12-

On termination of this agreement, irrespective as to the party terminating it, or the cause of termination, the Licensee shall forthwith discontinue all use of the trade marks.

-13-

Upon termination of this agreement, the Licensee shall join with the Licensor in an application to have the entry of the Licensee as the "Registered Licensee" cancelled at the Trade Marks Office and, for this purpose, undertakes to do such acts or sign such papers or documents as may be requisite to this end and, in the event of failure by the Licensee to comply with the requirements

of this provision, the Licensor is hereby given full and irrevocable power of attorney by the Licensee in the Licensee's place and stead to do such acts or sign such papers or documents as may be necessary on behalf of the Licensee to effect the cancellation of the Licensee as a "Registered Licensee" in respect of the trade marks.

-14-


No amendment or other modification of this Agreement shall be valid or binding on any party unless reduced to writing and executed by the parties.

-15-

All notices, consents, requests and the like required to be given under this Agreement shall be in writing and shall be delivered to the respective address of the relevant party in the preamble to this Agreement or other address as one party may notify to the other in writing from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

For: **FIRSTRAND BANK LIMITED**

By: 
Name: Conilo Low
Title: Company Secretary

For: **RAND MERCHANT INSURANCE HOLDINGS LIMITED**

By: 
Name:
Title:

TRADEMARKS IN THE NAME OF FIRSTRAND BANK LIMITED

Schedule "A"

EUROPEAN COMMUNITY

| Trademark number | Description | Class(es) |
|------------------|-------------|-----------|
| 6053904 | RMB | 35, 36 |

MAURITIUS

| Trademark number | Description | Class |
|------------------|-------------|-------|
| 10509/2011 | RMB | 36 |

SOUTH AFRICA

| Trademark number | Description | Class |
|------------------|---|-------|
| 2003/11621 | RMB | 35 |
| 2003/11622 | RMB | 36 |
| 2003/11614 | RMB key & lion logo (FIRSTRAND BANK) | 36 |

UNITED STATES OF AMERICA

| Trademark number | Description | Class(es) |
|------------------|-------------|-----------|
| 3,902,435 | RMB | 35, 36 |

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