

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LinkIT Enterprise B.V.		08/12/2014	LIMITED LIABILITY COMPANY: NETHERLANDS
Linkit Group Holding B.V.		08/12/2014	LIMITED LIABILITY COMPANY: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Res2 B.V.		
Street Address:	Rijnzathe 9		
City:	DE Meern		
State/Country:	NETHERLANDS		
Postal Code:	3454 PV		
Entity Type:	LIMITED LIABILITY COMPANY: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3816289	IPORT	
CORRESPONDENCE DATA			
Fax Number:	2126618002		
<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>			
Phone:	(212) 661-8000		
Email:	info@lmiplaw.com		
Correspondent Name:	Lucas & Mercanti LLP		
Address Line 1:	30 Broad Street		
Address Line 2:	21st Floor		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	44436-17-TM		
DOMESTIC REPRESENTATIVE			
Name:	Robert P. Michal		
Address Line 1:	30 Broad Street		
Address Line 2:	21st Floor		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Robert P. Michal		
TRADEMARK			

OP \$40.00 3816289

SIGNATURE:	//Robert P. Michal//
DATE SIGNED:	08/22/2014
Total Attachments: 9 source=44436-17-TM-Deed of Transfer#page1.tif source=44436-17-TM-Deed of Transfer#page2.tif source=44436-17-TM-Deed of Transfer#page3.tif source=44436-17-TM-Deed of Transfer#page4.tif source=44436-17-TM-Deed of Transfer#page5.tif source=44436-17-TM-Deed of Transfer#page6.tif source=44436-17-TM-Deed of Transfer#page7.tif source=44436-17-TM-Deed of Transfer#page8.tif source=44436-17-TM-Deed of Transfer#page9.tif	

**DEED OF TRANSFER
IP (TRADEMARKS AND DOMAIN NAMES)**

between

- 1. LINKIT ENTERPRISE B.V.**
- 2. LINKIT GROUP HOLDING B.V.**

and

RES2 B.V.

Content

1	Transfer and assignment, remuneration	5
2	Recordal in intellectual property registers	5
3	Effective date	5
4	Representations and warranties	5
5	Governing law and jurisdiction	6
	ANNEX A	8
	ANNEX B	8

**DEED OF TRANSFER
IP (TRADEMARKS AND DOMAIN NAMES)**

This deed for the transfer of IP, trademarks and domain names (hereinafter referred to as: "Deed") is concluded between:

THE UNDERSIGNED:

1. **LinkIT enterprise B.V.**, a private company with limited liability, incorporated under the laws of the Netherlands, having its registered office in Utrecht, and its principal place of business at (3454 PV) De Meern, the Netherlands, at Rijnzathe 9, duly represented by its jointly authorized directors **Klaunster Holding B.V.** and **D.F. Consultancy Holding B.V.**, duly represented by its directors – respectively - Mr. A.T. Peters and Mr. J.A. van Engelen, registered in the Trade Register of the Chamber of Commerce under number 30161587, hereinafter referred to as "LinkIT 1"
2. **Linkit group holding B.V.**, a private company with limited liability, incorporated under the laws of the Netherlands, having its registered office in Utrecht, and its principal place of business at (3454 PV) De Meern, the Netherlands, at Rijnzathe 9, duly represented by its jointly authorized directors **LinkIT enterprise B.V.**, duly represented by its jointly authorized directors **Klaunster Holding B.V.** and **D.F. Consultancy Holding B.V.**, duly represented by its directors – respectively - Mr. A.T. Peters and Mr. J.A. van Engelen, registered in the Trade Register of the Chamber of Commerce under number 5055505, hereinafter referred to as "LinkIT 2"

LinkIT 1 and LinkIT 2 hereinafter also together referred to as "LinkIT"

and

3. **Res2 B.V.**, a private company with limited liability, incorporated under the laws of the Netherlands, having its registered office in Amsterdam, and its principal place of business at (3454 PV) De Meem, the Netherlands, at Rijnzathe 9, duly represented by its director **LinkIT enterprise B.V.**, duly represented by its jointly authorized directors **Klaunster Holding B.V.** and **D.F. Consultancy Holding B.V.**, duly represented by its directors – respectively - Mr. A.T. Peters and Mr. J.A. van Engelen, registered in the Trade Register of the Chamber of Commerce under number 34116904, hereinafter referred to as "Res2"

LinkIT 1 and LinkIT 2 and Res2 are hereinafter also together referred to as "Parties" and individually as "Party";

RECITALS:

- a) LinkIT 1 is the owner of various trademark registrations, as listed in Annex A (hereinafter referred to as the "Trademarks");
- b) LinkIT 2 is the owner of various domain name registrations, as listed in Annex B (hereinafter referred to as the "Domain names");
- c) Res2 is engaged in the further development of iPort to bring efficiencies, flexibility and a centralized load control process through natural workflows, which can be customized to a customer's specific needs (hereinafter referred to as: the "Business");
- d) The Investment and Shareholders' Agreement relating to Res2, hereinafter referred to as the "Shareholders Agreement", dated 31 December 2013, stated in recital G that to the extent that any Intellectual Property Rights related

to the Business were held by any Affiliate of Res2, such Intellectual Property Rights (including the Trademarks and Domain Names) had to be transferred to Res2 prior to the execution of the Shareholders Agreement;

- e) The IP Transfer Deed attached as Schedule 8 to the Shareholders Agreement, hereinafter referred to as the "IP Transfer Deed", dated 31 December 2013, confirms the transfer of the Intellectual Property Rights that vested in LinkIT 1 and LinkIT 2 prior to 31 December 2013, to Res2 as from 31 December 2013.
- f) LinkIT wishes to effectuate the transfer and assignment the Trademarks and Domain names to Res2 in accordance with the terms and conditions of the IP Transfer Deed and this Deed. For the avoidance of any doubt, this Deed fulfills solely the condition to effectuate the transfer by delivery of the Trademarks and Domain names to Res2 and shall not affect any provision of the IP Transfer Deed:

IT IS HEREBY AGREED:



1 Transfer and assignment, remuneration

- 1.1 LinkiT delivers retrospectively as from 31 December 2013, the Trademarks and Domain names, including all rights and titles, to Res2, and Res2 accepts retrospectively from 31 December 2013 the delivery.
- 1.2 LinkiT and Res2 agree that this Deed shall function as an instrument of delivery of the full ownership, rights and title of the Trademarks and Domain names to Res2 and shall not affect the actual transfer and assignment which took place on 31 December 2013 pursuant to the IP Transfer Deed.
- 1.3 As from the signing date of this Deed LinkiT shall not further use the Trademarks and/or Domain names.
- 1.4 *In return for the transfer of the Trademarks and Domain names Res2 will pay LinkiT 1 a [lump sum] fee of € 1,-- and LinkiT 2 a [lump sum] fee of € 1,--. These amounts are to be paid within 14 days after signing of this Deed.*

2 Recordal in intellectual property registers

- 2.1 Res2 undertakes to record the transfer and assignment of the Trademarks and Domain names in the applicable trademark and/or domain name registers. Res2 bears all costs relating to such recordal.
- 2.2 If additional deeds or procedures are necessary to record the transfer of the Trademarks and Domain names in the relevant trademark and/or domain name registers, LinkiT shall provide its full cooperation to complete such recordals.

3 Effective date

- 3.1 Notwithstanding the date of signing of this Deed shall take effect retrospectively on December 31, 2013 ("Effective date").
- 3.2 Parties agree that this Deed cannot be revoked, dissolved or annulled and Parties hereby renounce their right to request for revocation, dissolution or annulment of this Deed.

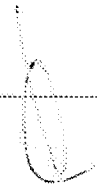
4 Representations and warranties

- 4.1 LinkiT 1 represents and warrants that (i) it is the owner of the Trademarks; (ii) to the best of its knowledge, the Trademarks do not infringe with the trademarks of third parties.
- 4.2 As of the Effective date of this Deed, Res2 shall be liable and responsible to maintain the Trademarks and Domain names and act against possible infringements by third parties in relation to the Trademarks and/or Domain names, including bear in the costs associated therewith.
- 4.3 LinkiT guarantee that the Trademarks and Domain names are free of any security right or attachment as from the Effective date of this Deed.
- 4.4 LinkiT guarantee that it has not granted licenses to third parties concerning right to use the Trademarks and/or Domain names, neither in nor outside the territory of the Netherlands.

5 Governing law and jurisdiction


- 5.1 This Deed is construed and shall be governed in accordance with the laws of the Netherlands.
- 5.2 Any dispute arising out or in connection with this Deed, shall be submitted exclusively to the competent court in Midden Nederland; location Utrecht, the Netherlands.

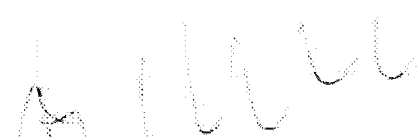
SIGNATURES ON THE FOLLOWING PAGE



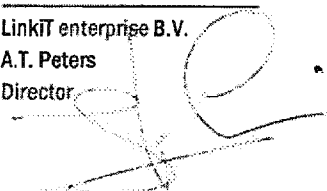
In witness whereof, agreed upon and signed in seven (6) counterparts on 12 August 2014 in De Meem , the Netherlands and by:

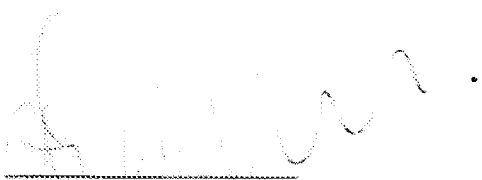
On behalf of
Linkit enterprise B.V.



D.F. Consultancy B.V.
J.A. van Engelen
Director


Klaunster Holding B.V.
A.T. Peters
Director

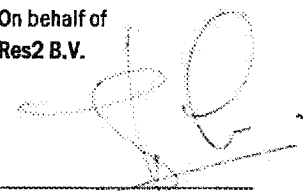
On behalf of
Linkit group holding B.V.


LinkIT enterprise B.V.
A.T. Peters
Director


Klaunster Holding B.V.
A.T. Peters
Director


D.F. Consultancy B.V.
J.A. van Engelen
Director

On behalf of
Res2 B.V.


D.F. Consultancy B.V.
J.A. van Engelen
Director

ANNEX A

The Trademarks

Trademark	Proprietor	Registration number	Application Date	Classes	Countries
IPOINT	LinkIT enterprise B.V.	7148554	8-8-2008	9, 38, 42	European Union
IPOINT	LinkIT enterprise B.V.	45-0030019	6-2-2009	9, 42	South-Korea
IPOINT	LinkIT enterprise B.V.	3816289	8-8-2008	9, 38, 39, 42	USA

ANNEX B

The domain names

Domain name	Proprietor	Registrar	Registration Date
Resz.EU	LinkiT group holding B.V.	KPN Domein Registratie	31-10-2006
lport.aero	LinkiT group holding B.V.	Key-Systems GmbH	25-01-2008

