

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE ROYAL BANK OF SCOTLAND N.V.		10/23/2014	PUBLIC LIMITED LIABILITY COMPANY (NAAMLOZE VENNOOTSCHAP): NETHERLANDS
RECEIVING PARTY DATA			
Name:	THE ROYAL BANK OF SCOTLAND GROUP PLC		
Street Address:	36 ST ANDREW SQUARE		
City:	EDINBURGH		
State/Country:	SCOTLAND		
Postal Code:	EH2 2YB		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2657796	MAXTRAD	
Registration Number:	2843480	MAXTRAD	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	6123364725		
Email:	dmattessich@merchantgould.com		
Correspondent Name:	Danielle I. Mattessich		
Address Line 1:	Merchant & Gould P.C.		
Address Line 2:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	4509.16US01&02		
DOMESTIC REPRESENTATIVE			
Name:	Danielle I. Mattessich		
Address Line 1:	Merchant & Gould P.C.		
Address Line 2:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		

OP \$65.00 2657796

NAME OF SUBMITTER:	Danielle I. Mattessich
SIGNATURE:	/daniellemattessich/
DATE SIGNED:	12/29/2014
Total Attachments: 6 source=23 10 14 MAXTRAD assignment#page1.tif source=23 10 14 MAXTRAD assignment#page2.tif source=23 10 14 MAXTRAD assignment#page3.tif source=23 10 14 MAXTRAD assignment#page4.tif source=23 10 14 MAXTRAD assignment#page5.tif source=23 10 14 MAXTRAD assignment#page6.tif	

Dated 23 OCTOBER 2014

THE ROYAL BANK OF SCOTLAND N.V.
and
THE ROYAL BANK OF SCOTLAND GROUP PLC

TRADE MARK ASSIGNMENT

This Agreement is made on 23 OCTOBER 2014 between:

- (1) **THE ROYAL BANK OF SCOTLAND N.V.**, a company incorporated in The Netherlands (registered No. 33002587) whose registered office is at Gustav Mahlerlaan 350, 1082 ME Amsterdam, The Netherlands (the "**Assignor**"); and
 - (2) **THE ROYAL BANK OF SCOTLAND GROUP PLC**, a company incorporated in Scotland (registered No. SC45551) whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB, Scotland (the "**Assignee**"),
- each a "**Party**" and collectively the "**Parties**".

Whereas:

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Trade Marks on the terms of this Agreement.

It is agreed as follows:

1 Interpretation

In this Agreement, unless the context otherwise requires, the provisions in this Clause 1 apply:

1.1 Definitions

"**Trade Marks**" means the registered trade marks and the applications for registered trade marks listed in the Schedule to this Agreement.

1.2 Statutes etc.

A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.3 Non-limiting effect of words

The words "including", "include", "in particular" and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

1.4 Schedules etc.

References to this Agreement shall include the Recitals and Schedule to it and references to Clauses, Recitals and Schedule are to clauses of, and recitals and schedules to, this Agreement.

2 Assignment

In consideration of £1, the Assignor hereby assigns to the Assignee absolutely:

- 2.1** all the Assignor's right, title and interest in and to the Trade Marks including the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks and all the goodwill attaching to and represented by the Trade Marks but no other goodwill; and
- 2.2** 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 any of the Trade Marks, whether occurring before, on or after the date of this Agreement.

3 Further assurance

- 3.1** The Assignor agrees promptly to execute all such documents and do all such things as the Assignee may reasonably request to give full effect to this Agreement and secure to the Assignee the full benefit of the rights assigned to the Assignee hereunder, including completing all such formalities as are necessary to perfect the transfer of the Trade Marks by registering them in the name of the Assignee.
- 3.2** The Assignor shall provide the Assignee with such assistance as the Assignee may reasonably require for the purpose of defending or enforcing any of the Trade Marks.

4 Third Party Rights

- 4.1** A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Agreement.

5 Counterparts

- 5.1** This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by executing any such counterpart.

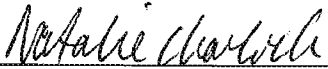
6 Governing law and jurisdiction


- 6.1** This Agreement and any non-contractual obligations arising out of it shall be governed by, and construed in accordance with, the laws of England and Wales.
- 6.2** The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, which may arise out of or in connection with this Agreement. The Parties irrevocably submit to the jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

In witness whereof this Agreement has been entered into on the date stated at the beginning.

THE ROYAL BANK OF SCOTLAND N.V.

THE ROYAL BANK OF SCOTLAND GROUP
PLC


Name: NATALIE CHARLICK
Function: SENIOR LEGAL COUNSEL, IP
Date: 23rd October 2014.


Name: RICHARD CURTIN
Function: HEAD OF IP
Date: 23 OCTOBER 2014

Schedule

Country	Trademark	Registration/Application no	Registration date
Argentina	MAXTRAD	1905886	18.12.2002
Australia	MAXTRAD	883353	23.07.2001
Benelux	MAXTRAD	0662042	01.08.2000
Benelux	MAXTRAD	0697256	01.02.2002
Brazil	MAXTRAD	823531694	13.03.2007
Canada	MAXTRAD	TMA619890	17.09.2004
Greece	MAXTRAD	144120	17.10.2001
Hong Kong	MAXTRAD	2002B09334	24.07.2001
Ireland	MAXTRAD	224701	23.07.2001
International Registration, designating: Austria, Denmark, Finland, France, Hungary, Italy, Norway, Portugal, Spain, Sweden, Switzerland and United Kingdom	MAXTRAD	738771	03.04.2000
International Registration, designating: Finland, France, Germany, Italy, Singapore, Sweden, Switzerland and United Kingdom	MAXTRAD	772060	17.12.2001
Malaysia	MAXTRAD	2001/09895	01.08.2001
Taiwan	MAXTRAD	176823	01.02.2003

Country	Trademark	Registration/Application no	Registration date
Thailand	MAXTRAD	916549	-
United Kingdom	MAXTRAD	UK00002649042	22.01.2013
United States of America	MAXTRAD	2657796	10.12.2002
United States of America	MAXTRAD	2843480	18.05.2004