# OP \$40.00 4266403

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM337653

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
NUJIRA LIMITED		04/08/2015	limited company: UNITED KINGDOM	

# **RECEIVING PARTY DATA**

Name:	OPENET ALLIANCE LIMITED	
Street Address:	Address: St. John's Innovation Centre, Cowley Road	
City:	Cambridge	
State/Country:	UNITED KINGDOM	
Postal Code: CB4 0WS		
Entity Type:	limited company: UNITED KINGDOM	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4266403	OPENET

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 720 937 6599

**Email:** steve@fourreasonslegal.com

Correspondent Name: Steve Zemanick

Address Line 1: 3570 E 12th Ave; STE 199
Address Line 4: Denver, COLORADO 80206

ATTORNEY DOCKET NUMBER: TM195

# **DOMESTIC REPRESENTATIVE**

Name: Four Reasons Legal, LLC
Address Line 1: 3570 E 12th Ave; Ste 199
Address Line 4: Denver, COLORADO 80206

NAME OF SUBMITTER:	Steve Zemanick
SIGNATURE:	/SAZ/
DATE SIGNED:	04/08/2015

# **Total Attachments: 6** source=Assignment of Trade Marks - 8 April 2015#page1.tif source=Assignment of Trade Marks - 8 April 2015#page2.tif source=Assignment of Trade Marks - 8 April 2015#page3.tif source=Assignment of Trade Marks - 8 April 2015#page4.tif

source=Assignment of Trade Marks - 8 April 2015#page5.tif source=Assignment of Trade Marks - 8 April 2015#page6.tif

# Dated 8 APRIL 2015

# **NUJIRA LIMITED**

and

**OPENET ALLIANCE LIMITED** 

ASSIGNMENT OF TRADE MARKS



Merlin Place, Milton Road, Cambridge, CB4 0DP

#### THIS AGREEMENT is dated 8 April 2015

#### **PARTIES**

- NUJIRA LIMITED a company incorporated in England and Wales with company number 4569647 whose registered office is at Building 1010, Cambourne Business Park, Cambourne, Cambridge, CB23 6DP (the "Assignor"); and
- OPENET ALLIANCE LIMITED a company limited by guarantee and incorporated in England and Wales with company number 7493582 whose registered office is at St. John's Innovation Centre, Cowley Road, Cambridge, CB4 0WS the "Assignee").

#### BACKGROUND

- The Assignor is the proprietor of the trade marks listed in the Schedule to this Deed (the "Trade Marks").
- The Assignee has agreed to pay the registration costs of the Trade Marks in the sum of GBP £1,000 (One Thousand Pounds) (the "Registration Costs").
- In consideration for payment of the Registration Costs, the Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

#### **AGREED TERMS**

# 1 ASSIGNMENT

- 1.1 In consideration for payment of the Registration Costs, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:
- 1.1.1 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- 1.1.2 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 the Trade Marks (or either of them) whether occurring before, on or after the date of this agreement.

#### 2 VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a VAT invoice in respect of such VAT to the Assignee.

#### 3 ENTIRE AGREEMENT

- 3.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

#### 4 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

#### 5 GOVERNING LAW AND JURISDICTION

- 5.1 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 law of England.
- The parties irrevocably agree that the courts of England 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).

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

# SCHEDULE

# The Trade Marks

Country	Application	Application	Registration	Registration	Renewal	Mark	International
	Date	No.	Date	No.	Date		Classes
European Community	29/03/2010	8989006	10/02/2011	8989006	31/03/2020	OpenET	09, 38, 45
United States of America	28/09/2010	85139572	01/01/2013	4266403	01/01/2023	OpenET	09, 38, 42, 45

Signed by TIM HAYNES

for and on behalf of NUJIRA LIMITED

Signed by JEREMY HENDY

for and on behalf of OPENET

**ALLIANCE LIMITED** 

Director

Director

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