

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pontchartrain Advisors LLP		12/09/2015	LIMITED LIABILITY LIMITED PARTNERSHIP: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Prophis Technologies Limited		
Street Address:	Lion Square		
Internal Address:	Red Lion House		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	WC1R 4GB		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86684784	PROPHIS	
CORRESPONDENCE DATA			
Fax Number:	<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:	212-859-8000		
Email:	teas@friedfrank.com, victoria.doyle@friedfrank.com		
Correspondent Name:	Victoria J. B. Doyle		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004-1980		
ATTORNEY DOCKET NUMBER:	2096-1 [5879]		
DOMESTIC REPRESENTATIVE			
Name:	Victoria J. B. Doyle		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004-1980		

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NAME OF SUBMITTER:	Victoria J. B. Doyle
SIGNATURE:	/vjbd/
DATE SIGNED:	01/05/2016
Total Attachments: 4 source=Prophis Tech Agreement (2)#page1.tif source=Prophis Tech Agreement (2)#page2.tif source=Prophis Tech Agreement (2)#page3.tif source=Prophis Tech Agreement (2)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of 9th of December 2015, is made by Pontchartrain Advisors LLP ("**Seller**"), a limited liability partnership incorporated and registered in England and Wales with number OC364264 with registered offices at Red Lion House, Lion Square, London, WC1R 4GB, in favor of Prophis Technologies Limited ("**Buyer**"), a private and limited company incorporated and registered in England and Wales with number 09880734, with registered offices at Red Lion House, Lion Square, London, WC1R 4GB,, the purchaser of certain assets of Seller pursuant to a Business Purchase Agreement between Buyer and Seller, dated as of 9th of December 2015 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademark application set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof, provided that the transfer of such application accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for

past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Trademark Assignment 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 and Wales.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Pontchartrain Advisors LLP

By:



Name: Dorothee Fuhrmann

Title: COO

Address for Notices:

Red Lion House, Lion Square,

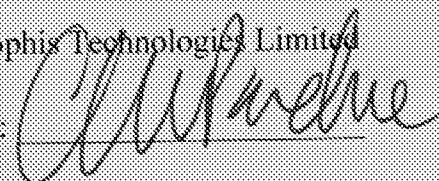
London, WC1R 4GB

United Kingdom

AGREED TO AND ACCEPTED:

Prophis Technologies Limited

By:



Name: Charles Pardue

Title: CEO

Address for Notices:

Red Lion House, Lion Square,

London, WC1R 4GB

United Kingdom

TRADEMARK

REEL: 005703 FRAME: 0110

SCHEDULE 1
ASSIGNED TRADEMARK APPLICATION

U.S. SERIAL NO. 86684784