

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378966

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	12/15/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Castle Street Investments plc		12/18/2015	Public Limited Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Together Networks Holdings Limited		
<b>Street Address:</b>	Trident Chambers		
<b>Internal Address:</b>	PO Box 146		
<b>City:</b>	Road Town, Tortola		
<b>State/Country:</b>	VIRGIN ISLANDS, BRITISH		
<b>Entity Type:</b>	Company: VIRGIN ISLANDS, BRITISH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3830820	BENAUGHTY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3035726540		
<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>			
<b>Phone:</b>	303 572 6500		
<b>Email:</b>	gtipmail@gtlaw.com, strongg@gtlaw.com, dentonj@gtlaw.com		
<b>Correspondent Name:</b>	Gayle L. Strong		
<b>Address Line 1:</b>	1200 17th Street, Suite 2400		
<b>Address Line 2:</b>	Greenberg Traurig LLP		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	128322.010500		
<b>NAME OF SUBMITTER:</b>	Gayle L. Strong		
<b>SIGNATURE:</b>	/Gayle L. Strong/		
<b>DATE SIGNED:</b>	04/01/2016		
<b>Total Attachments: 5</b>			
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## DOMAIN NAMES AND TRADEMARK ASSIGNMENT

WHEREAS, pursuant to that trade mark and domain name license ("DNTM Agreement") dated 15 July 2013 (and as amended (i) by a Deed of Variation dated 5 December 2014 and (ii) a Second Deed of Variation dated 24 December 2014, and (iii) a Third Deed of Variation dated on or around 15 December 2015, by and among TOGETHER NETWORKS HOLDINGS LIMITED (a BVI company having company number 1777326 and formerly named "Woodrock Holdings Ltd"), whose registered office is Trident Chambers, PO Box 146, Road Town, Tortola, British Virgin Islands ("Assignee"), and CASTLE STREET INVESTMENTS PLC (company number SC368538 and formerly named "Cupid plc"), whose registered office is at 23 Manor Place, Edinburgh EH3 7DX (formerly 7 Castle Street, Edinburgh, EH2 3AH) ("Assignor"), Assignor has agreed to transfer and assign, to the Assignee, the Assets ("Assets" having the meaning given to it in the DNTM Agreement); and

WHEREAS, in order to effectuate Assignor's assignment to Assignee of all of its rights, title and interests in and to all of Assets, Assignor is executing this instrument of assignment.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys, as of the date of 15 December 2015 to Assignee, Assignor's entire right, title and interest in and to, as well as the goodwill of the business symbolized by, the Assets being domain names (defined in the DNTM Agreement) and trademarks (defined in the DNTM Agreement and replicated at Exhibit A as attached hereto, each a "Trade Mark Asset").

Together with Assignor's right, title and interest in and to each of the Assets, as well as the goodwill of the business associated with said Assets being assigned to Assignee, are the rights to police, monitor and enforce said Trade Mark Assets against any and all past infringements, up to the date of this present Trademark Assignment, together with any and all further privileges throughout the world to establish use, ownership, and/or registration thereof.

Assignor has, with respect to each Trade Mark Asset, the full right to convey its above described right, title, interest and goodwill by this instrument.

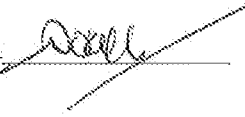
Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark and domain name rights, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Assets, at Assignee's expense.

In respect of Assets, Assignor further authorizes the appropriate official in any country throughout the world, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted in respect of Assets upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the Trademark Office of any country throughout the world.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date set forth below.

ASSIGNOR



By: \_\_\_\_\_

Name: NIALL STIRLING

Title: DIRECTOR

Date: 18 DECEMBER, 2015

Before this first witness



Name: JENNY CROSSAN

Occupation: SOLICITOR

Address: Pinsent Masons LLP  
Third Floor  
Quay 2  
139 Fountainbridge  
Edinburgh  
EH3 9QG

and Before this second witness



Name: GRAEME STAPLETON

Occupation: SOLICITOR

Address: Pinsent Masons LLP  
Third Floor  
Quay 2  
139 Fountainbridge  
Edinburgh  
EH3 9QG

Accepted by Assignee:

ASSIGNEE




By: \_\_\_\_\_

Name: VLADIMIR LEVYKIN

Title: ATTORNEY

Date: 18 DECEMBER, 2015

Before this first witness

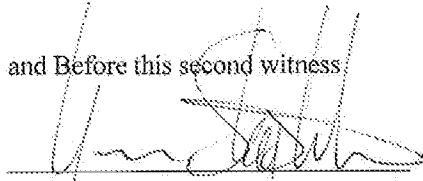


Name: JENNY CROSSAN

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Address: Pinsent Masons LLP  
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EH3 9QG

**EXHIBIT A – ASSETS**

**Registered trade marks subject to Assignment**

Country	Mark	Classes	Registration Number (or Application Number)	Filing Date (or as otherwise defined below)
CTM	ben naughty	38, 42, 45	008224685	17 April 2009
USA	BeNaughty	45	3830820	13 October 2009
Canada	BeNaughty	38 and 45	TMA841104	10 February 2011
Australia	ben naughty	38, 42, 45	1383448	Lodgement Date: 15 June 2010 Notification Date: 16 September 2010
New Zealand	BENAUGHTY	38 and 45	847809	Filed/Designation Date: 18 August 2011
CTM	naughty	38, 42, 45	009951682	9 May 2011
CTM	Be Naughty (figurative)	38, 42, 45	008560971	18 September 2009
New Zealand	BE NAUGHTY (figurative)	38 and 45	847841	Filed/Designation Date: 18 August 2011
Portugal	SEJAMAROTO	38 and 45	485635	Application Date: 5 July 2011 Registration Date: 27 September 2011
CTM	SEIFRECH	9, 38, 45	010027076	7 June 2011
CTM	SETRAVIESO	9, 38, 45	010090281	30 June 2011
CTM	BECOQUIN	9, 38, 45	010090371	30 June 2011

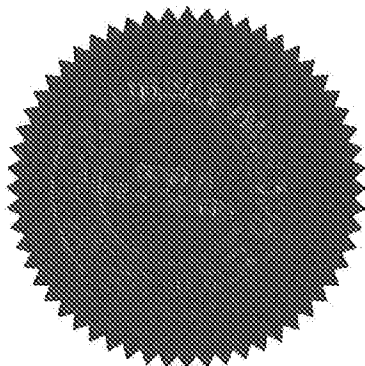
CTM	SENZAPUDORE	9, 38, 45	010090397	30 June 2011
CTM	SETRAVIESO BY BENAUGHTY (figurative)	9, 38, 45	010175578	4 August 2011
South Africa	BeNaughty	45	2011/06846	23 March 2011
South Africa	BeNaughty	38	2011/06845	23 March 2011
CTM	BECOQUIN BY BENAUGHTY (figurative)	45	010175073	4 August 2011
Brazil	SEJAATREVIDO	38	831107847	5 July 2011
Brazil	SEJAATREVIDO	45	831107804	5 July 2011

**Trademark applications (pending registration) subject to Assignment**

Country	MARK	Classes	Application Number	Application Number 2128101 (Objected)	Application Date
India	BENAUGHTY	38 and 45	2128101	2128101	11 April 2011

Notarized At Bangalore  
 On 18 December 2015  
 By ALAN WADSWAY  
 Diamond Solicitor  
 And Notary Public

*Alan Wadsway*



ASSIGNEE

*[Signature]*

ASSIGNOR

*[Signature]*