

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aviate Equities Limited		05/01/2016	Company: ENGLAND
RECEIVING PARTY DATA			
Name:	De Facto 2182 Limited		
Street Address:	22 Ganton Street		
Internal Address:	1st Floor		
City:	London		
State/Country:	ENGLAND		
Postal Code:	W1F7FD		
Entity Type:	Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3678377	AVIATE GLOBAL	
CORRESPONDENCE DATA			
Fax Number:	5124745201		
<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:	5124745201		
Email:	aoidocket@nortonrosefulbright.com		
Correspondent Name:	Alicia Morris Groos		
Address Line 1:	98 San Jacinto Boulevard, Suite 1100		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Alicia Morris Groos		
SIGNATURE:	/Alicia Morris Groos/		
DATE SIGNED:	06/20/2016		
Total Attachments: 7			
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Dated *1 May* 2016

Trade Mark Assignment

between

Aviate Equities Limited

and

De Facto 2182 Limited

THIS AGREEMENT is dated 1 May 2016.

Parties

- (1) **Aviate Equities Limited**, a company incorporated in the UK (with registered number 05783789) and registered address of 1st Floor, 22 Ganton Street, London W1F 7FD ("**Assignor**").
- (2) **De Facto 2182 Limited**, a company incorporated in England and Wales with company number 9514546, with its registered address at 1st Floor, 22 Ganton Street, London W1F 7FD ("**Assignee**").

Background

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) Further to the Share Purchase Agreement (as defined below) the Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

Agreed terms

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Commencement Date: means the date of this agreement.

Share Purchase Agreement: means a share purchase agreement entered into between the Sellers (as defined in the Share Purchase Agreement) and Northern Trust Corporation on 1 December 2015

Trade Marks: the registered trade marks and trade mark applications, short particulars of which are set out in Schedule 1, and such other registered trade marks and trade mark applications which the Assignor owns but which are not set out in Schedule 1.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.

- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 **Writing or written** includes fax but not email.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. ASSIGNMENT

In consideration of the sum of £1 (the sufficiency and receipt of which the Assignor hereby expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Trade Marks, including:

- (a) entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- (b) all its 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
- (c) to the extent held by the Assignor, 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. WARRANTY

The Assignor warrants that it is the sole legal and beneficial owner of the Trade Marks.

4. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

5. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

6. ENTIRE AGREEMENT

6.1 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.

6.2 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.

7. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. SEVERANCE

8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. COUNTERPARTS

This agreement may be executed as two counterparts and execution by each party of any one of such counterparts shall constitute due execution of this agreement.

10. THIRD PARTY RIGHTS

No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11. NOTICES

11.1 Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement (each a "Notice" for the purposes of this clause) shall be in English, in writing, signed by or on behalf of the person giving it and effected either:

11.1.1 by hand to the relevant address given at the start of this Agreement and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or

11.1.2 by prepaid first-class post to the relevant address given at the start of this Agreement and shall be deemed served at the start of the second Business Day following the day on which it was posted.

In this clause 11, "**during a Business Day**" means any time between 9.30 am and 5.30 pm on a Business Day based on the local time where the recipient of the Notice is located. References to "**the start of a Business Day**" and "**the end of a Business Day**" shall be construed accordingly.

12. GOVERNING LAW

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 and Wales.


13. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

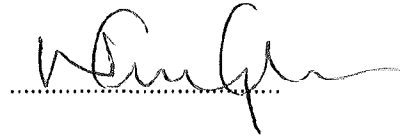
This agreement has been entered into on the date stated at the beginning of it.

Schedule 1

Trade marks

Jurisdiction	Mark	Application / Registration number	Class	Proprietor	Status
EU	AVIATE 	012692241	16, 35, 36, 38, 41	Aviate Equities Ltd.	Registered
EU	AVIATE	012268462	16, 35, 36, 38, 41		Registered
Worldwide (Madrid Protocol designating Australia, Japan, Singapore, and USA)	AVIATE	1218206 (Australia: 1651297; Japan: 1218206; Singapore: T1416153G; and USA: 79152939)	16, 35, 36, 38, 41		Registered
EU	AVIATE GLOBAL	006346738	16, 35, 36		Registered
Australia	AVIATE GLOBAL	1234008	16, 35, 36		Registered
Hong Kong	AVIATE GLOBAL	301063674	16, 35, 36		Registered
Japan	AVIATE GLOBAL	5277871	16, 35, 36		Registered
Singapore	AVIATE GLOBAL	T0802004H	16, 35, 36		Registered
USA	AVIATE GLOBAL	3,678,377	16, 35, 36		Registered
Hong Kong	AVIATE	302979424	16, 35, 36, 38, 41		Pending

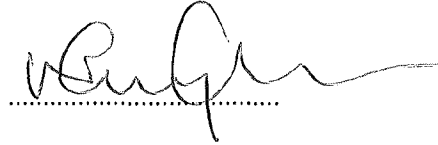
Signed by WILLIAM GUY GIBSON
for and on behalf of
Aviate Equities Limited



.....

Director

Signed by WILLIAM GUY GIBSON
for and on behalf of
De Facto 2182 Limited



.....

Director