

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388552

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                    |
| <b>SEQUENCE:</b>  | 2  |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b> |
| De Facto 2182 Limited   |  | 05/01/2016            | Company: ENGLAND   |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | Northern Trust Corporation                         |                       |                    |
| <b>Street Address:</b>  | 50 South LaSalle Street                            |                       |                    |
| <b>City:</b>  | Chicago  |                       |                    |
| <b>State/Country:</b>   | ILLINOIS   |                       |                    |
| <b>Postal Code:</b>   | 60603  |                       |                    |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                    |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 3678377  | AVIATE GLOBAL         |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  | 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> |  |                       |                    |
| <b>Phone:</b>   | 5124745201   |                       |                    |
| <b>Email:</b>   | aoipdocket@nortonrosefulbright.com                 |                       |                    |
| <b>Correspondent Name:</b>  | Alicia Morris Groos                                |                       |                    |
| <b>Address Line 1:</b>  | 98 San Jacinto Boulevard, Suite 1100               |                       |                    |
| <b>Address Line 4:</b>  | Austin, TEXAS 78701                                |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Alicia Morris Groos                                |                       |                    |
| <b>SIGNATURE:</b>   | /Alicia Morris Groos/                              |                       |                    |
| <b>DATE SIGNED:</b>   | 06/20/2016   |                       |                    |
| <b>Total Attachments: 10</b>  |  |                       |                    |
| source=Deed of Assignment of Trade Marks to NTC dated 1 May 2016#page1.tif  |  |                       |                    |
| source=Deed of Assignment of Trade Marks to NTC dated 1 May 2016#page2.tif  |  |                       |                    |
| source=Deed of Assignment of Trade Marks to NTC dated 1 May 2016#page3.tif  |  |                       |                    |
| source=Deed of Assignment of Trade Marks to NTC dated 1 May 2016#page4.tif  |  |                       |                    |
| source=Deed of Assignment of Trade Marks to NTC dated 1 May 2016#page5.tif  |  |                       |                    |

OP \$40.00 3678377

source=Deed of Assignment of Trade Marks to NTC dated 1 May 2016#page6.tif  
source=Deed of Assignment of Trade Marks to NTC dated 1 May 2016#page7.tif  
source=Deed of Assignment of Trade Marks to NTC dated 1 May 2016#page8.tif  
source=Deed of Assignment of Trade Marks to NTC dated 1 May 2016#page9.tif  
source=Deed of Assignment of Trade Marks to NTC dated 1 May 2016#page10.tif

Dated 1 May 2016

---

DE FACTO 2182 LIMITED  
AND  
NORTHERN TRUST CORPORATION

DEED OF ASSIGNMENT OF TRADE MARKS

 NORTON ROSE FULBRIGHT

## Contents

| Clause                                | Page  |
|---------------------------------------|-------|
| 1 Definitions and interpretation..... | 2     |
| 2 Assignment.....                     | 3     |
| 3 Warranties .....                    | 4     |
| 4 Further assurance.....              | 4     |
| 5 Waiver.....                         | 4     |
| 6 Notices .....                       | 4     |
| 7 General.....                        | 5     |
| 8 Entire agreement .....              | 6     |
| 9 Governing law.....                  | 6     |
| 10 Jurisdiction.....                  | 6     |
| <br>Schedule 1 Assigned Rights.....   | <br>9 |

THIS DEED OF ASSIGNMENT is made on 1 May 2016

**BETWEEN:**

- (1) **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 (the **Assignor**); and
- (2) **NORTHERN TRUST CORPORATION**, an American corporation with the following permanent residence address: 50 South LaSalle Street, Chicago, Illinois, United States of America (the **Assignee**),

each a **Party** and together the **Parties**.

**WHEREAS:**

- (A) The Assignor is the proprietor for the Assigned Rights (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.

**NOW IT IS HEREBY AGREED** as follows:

**1 Definitions and interpretation**

1.1 In this Deed, unless the context requires otherwise:

**Assigned Rights** means the trade marks particulars of which are set out in the Schedule, and any other applications to register trade marks which have been filed by the Assignor

**Business Day** means a day other than a Saturday or Sunday on which banks are ordinarily open for the transaction of normal banking business in London, United Kingdom and Illinois, United States of America.

**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

1.2 In this Deed unless the context requires otherwise:

- (a) the headings and background are for convenience only and do not form part of this Deed or affect its interpretation;

- (b) references to clauses and schedules are to clauses of, and schedules to, this Deed;
- (c) references to this Deed or any other document are to that document as from time to time amended, restated, or replaced;
- (d) references to a person include an individual, corporation, partnership, unincorporated body of persons and any government entity;
- (e) words importing the plural include the singular and vice versa;
- (f) references to any statute or statutory provision include any subordinate legislation made under it and any provision amending it or re-enacting it (whether with or without modification); and
- (g) words such as other, including and in particular are not words of limitation.

## **2 Assignment**

- 2.1 The Assignor hereby assigns to the Assignee absolutely with effect upon the date of this Deed, with full title guarantee all of its rights, title and interest in and to the Assigned Rights including:
- (a) the absolute entitlement to any registrations granted pursuant to any application contained within the Assigned Rights;
  - (b) all goodwill attaching to the Assigned Rights and which relates to the goods or services in respect of which such marks and names are or have been used;
  - (c) the right to bring, make, oppose, defend and appeal proceedings, claims or actions and to obtain relief (and to retain any damages recovered) in respect of any infringement of, or other cause of action arising from ownership of, any of the Assigned Rights whether occurring before or after the date of this Deed.
- 2.2 The Assignor agrees and acknowledges that from the date of this Deed, the Assignee or its nominated representative shall assume control of the prosecution of the Assigned Rights.
- 2.3 The Assignor shall promptly forward to the Assignee any and all correspondence received in respect of the trade mark applications that are the subject of the Assigned Rights.
- 2.4 The parties acknowledge that the consideration payable by the Assignee to the Assignor in respect of the assignment of the Assigned Rights under this Deed of Assignment of Trade Marks is provided under the Share Purchase Agreement.

### 3 Warranties

3.1 The Assignor warrants that:

- (a) it has full capacity and authority to enter into and to perform this Agreement;
- (b) all application fees have been paid in respect of the Assigned Rights;
- (c) it has not granted any licences to use the Assigned Rights; and
- (d) it has not assigned any of the Assigned Rights and the Assigned Rights are free from any licence, security interest, option, mortgage, charge or lien.

### 4 Further assurance

4.1 The Assignor shall, at its own cost and expense, do all such things and execute all such acts and things as the Assignee may from time to time reasonably require in order to vest any of the Assigned Rights in the Assignee or as otherwise may be necessary to give full effect to this Deed.

### 5 Waiver

5.1 A waiver of any right or remedy under this Deed or at law is only effective if given by notice. No failure or delay by a Party to exercise any right or remedy provided under this Deed or at 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 prevent or restrict the further exercise of that or any other right or remedy.

### 6 Notices

6.1 A notice or other communication given under or in connection with this Deed (a **Notice**) shall be:

- (a) in writing;
- (b) in the English language; and
- (c) sent by the Permitted Method to the Notified Address.

6.2 The **Permitted Method** means any of the methods set out in the first column below. The second column sets out the date on which a Notice given by such Permitted Method shall be deemed to be given provided the Notice is properly addressed and sent in full to the Notified Address:

| <b>Permitted Method</b>   | <b>Date on which Notice deemed given</b> |
|---|--|
| Personal delivery   | When left at the Notified Address        |
| Ordinary first class pre-paid post or prepaid recorded or special delivery, where the Notified Address is in the same country as that from which the notice is sent   | Two Business Days after posting          |
| Ordinary pre-paid airmail or prepaid recorded or special delivery (or the nearest local equivalent in the jurisdiction of the sender), where the Notified Address is in one country and the notice is sent from another | Six Business Days after posting          |

6.3 The **Notified Addresses** of each of the parties is as set out below:

| <b>Name of Party</b>       | <b>Address</b>  |
|----------------------------|---|
| De Facto 2182 Limited      | 1 <sup>st</sup> Floor, 22 Ganton Street, London W1F 7FD<br>United Kingdom |
| Northern Trust Corporation | 50 South LaSalle Street, Chicago, Illinois<br>United States of America    |

or such other Notified Address as any of the parties may, by written notice to the other parties, substitute for their Notified Address set out above.

## **7 General**

- 7.1 No variation of this Deed shall be effective unless it is made in writing and signed by a duly authorised representative of each of the Parties.
- 7.2 Except as expressly provided in this Deed, each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Deed and any documents referred to in it.



7.3 This Deed 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.

7.4 A person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## **8 Entire agreement**

8.1 This Deed 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.

8.2 Each Party acknowledges that, in entering into this Deed, it does not rely on, and shall have no remedies in respect of, any statement, promises, assurances, warranties, representations or understandings (whether oral or written, and whether made innocently or negligently) made by or on behalf of the other Party (or any of its Representatives) that are not set out in this Deed.

8.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Deed.

8.4 Nothing in this clause 8 shall limit or exclude any liability for fraud.

## **9 Governing law**

9.1 This Deed and any non-contractual obligations connected with it shall be governed by English law.

9.2 The Parties irrevocably agree that all disputes arising under or in connection with this Deed, or in connection with the negotiation, existence, legal validity, enforceability or termination of this Deed, regardless of whether the same shall be regarded as contractual claims or not, shall be exclusively governed by and determined only in accordance with English law.

## **10 Jurisdiction**

10.1 The Parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction, and that no other court is to have jurisdiction to:

- (a) determine any claim, dispute or difference arising under or in connection with this Deed, any non-contractual obligations connected with it, or in connection with the negotiation, existence, legal validity, enforceability or termination of this Deed, whether the alleged

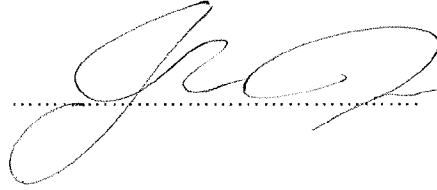
liability shall arise under the law of England and Wales or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts (**Proceedings**); or

(b) grant interim remedies, or other provisional or protective relief.

10.2 The Parties submit to the exclusive jurisdiction of the courts of England and Wales and accordingly any Proceedings may be brought against a Party or any of its assets in such courts.

THIS DEED HAS BEEN EXECUTED AS A DEED, AND IT HAS BEEN DELIVERED ON THE DATE STATED AT THE BEGINNING OF THIS DEED.

Executed by DE FACTO 2182 LIMITED acting by JOHN DAVIE.....in the presence of:



Director

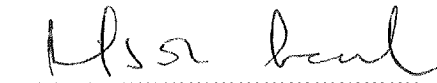
*Rupert H. Barnes*

Name: RUPERT H.W. BARNES

Address: 50 BANK STREET  
LONDON E14 5N7

Occupation: SOLICITOR

Executed by NORTHERN TRUST CORPORATION acting by WILSON LEECH.....in the presence of:



*Rupert H. Barnes*


~~Director~~ EXECUTIVE VICE PRESIDENT

Name: RUPERT H.W. BARNES

Address: 50 BANK STREET  
LONDON, E14 5N7

Occupation: SOLICITOR

**Schedule 1  
Assigned Rights**

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