

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barrachd Intelligence Solutions Limited		07/24/2015	Limited Company: SCOTLAND
RECEIVING PARTY DATA			
Name:	Capita PLC		
Street Address:	71 Victoria Street		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	SW1H 0XA		
Entity Type:	Private Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4636257	COSAIN	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<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>			
Email:	aweinstein@venable.com		
Correspondent Name:	Andrew D. Price		
Address Line 1:	575 Seventh Street NW		
Address Line 4:	Washington, D.C. 20043		
ATTORNEY DOCKET NUMBER:	126370.404334		
NAME OF SUBMITTER:	Andrew Weinstein		
SIGNATURE:	/andrew weinstein/		
DATE SIGNED:	07/11/2016		
Total Attachments: 4			
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(1) BARRACHD INTELLIGENCE SOLUTIONS LIMITED

and

(2) CAPITA PLC

TRADE MARK ASSIGNATION

DWF LLP

45606382-1

TRADEMARK
REEL: 005833 FRAME: 0087

THIS ASSIGNATION is

BETWEEN:

- (1) **BARRACHD INTELLIGENCE SOLUTIONS LIMITED**, registered in Scotland under company number SC430881 and having its registered office at Erskine House, 4th Floor, 68-73 Queen Street, Edinburgh, EH2 4NR (the **Assignor**); and
- (2) **CAPITA PLC**, (the **Assignee**), registered in England and Wales under company number 02081330 and having its registered office at 71 Victoria Street, London, SW1H 0XA.

BACKGROUND:

- (A) The Assignor is the registered proprietor of the trade marks details of which are set out in the Schedule (the **Trade Marks**).
- (B) The Assignor, as a company within the Assignee's group, has agreed to assign the Trade Marks to the Assignee in accordance with the terms of this assignment (**Assignment**).

ASSIGNATION

1. In consideration of the sum of £1 paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns to the Assignee, absolutely and free from all charges, encumbrances and liens, the Trade Marks and all and any rights in and to the Trade Marks and any common law rights and any other right, title and interest in or attaching to the Trade Marks including without limitation all the goodwill attaching to the Trade Marks.
2. This Assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks and the right to sue for damages and or other remedies in respect of any existing or prior infringement of the Trade Marks (including in respect of any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks).
3. The Assignor will at the Assignee's request and at the Assignor's own cost do all acts and execute all documents which the Assignee reasonably considers to be necessary to give full effect to the assignments set out in Clause 1 including, without limitation, the execution of a Form TM16.
4. The Assignor warrants that it is the sole legal and beneficial owner of the Trade Marks set out in the Schedule and registered proprietor of the registration of such Trade Marks and that the Assignee's use of the Trade Marks in the manner contemplated by this Assignment will not infringe the rights of any third party.
5. This 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 Scots law.

6. The Assignee and the Assignor irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF these presents consisting of this and the preceding page and the Schedule are executed as follows:-

SUBSCRIBED for and on behalf of
CAPITA PLC
by
its attorney
at _____ on the 24 day of July
2015 in the presence of the following witness:

Witness *L. Watton* *[Signature]*
Full Name *Lisa Watton*
Address *17 Rochester Row*
London, SW1P-1LA

SUBSCRIBED for and on behalf of
BARRACHD INTELLIGENCE SOLUTIONS LIMITED
by
one of its directors
at _____ on the 24 day of July
2015 in the presence of the following witness:

Witness *L. Watton* *[Signature]*
Full Name *Lisa Watton*
Address *17 Rochester Row*
London, SW1P-1LA

SCHEDULE

The Trade Marks

Owner:	Barrachd Intelligence Solutions Limited
Mark / Text:	COSAIN
Classes and specification summaries:	09 – Computer software 42 - Installation, maintenance and repair of computer software, computer consultancy services
Country/countries of registration:	United Kingdom
Registered number:	UK00002613243
Filing date:	8 March 2012
Registration date:	8 June 2012
Expiry date:	8 March 2022

Owner:	Barrachd Intelligence Solutions Limited
Mark:	COSAIN
Classes and specification summaries:	For software as a service (SAAS) services featuring software for use in monitoring social media by end users in public safety agencies, in class 42 (U.S. CLS. 100 and 101).
Country/countries of registration:	United States of America
Registered number:	4,636,257
Registration date:	11 November 2014
Expiry date:	10 November 2024
Products on which mark is used:	
Associated marks:	None