

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thunderhead Limited		08/30/2016	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Thunderhead (One) Limited		
Street Address:	17 Broadwick Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1F 0DJ		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3002322	THUNDERHEAD	
Registration Number:	3625283	THUNDERHEAD NOW	
Registration Number:	4111702	THUNDERCLOUD	
Registration Number:	4124108	THUNDERHEAD JUICE	
Registration Number:	4130584	THUNDERHEAD JUICE	
Registration Number:	4249299	THUNDERCLOUD	
Registration Number:	4337094	THUNDERHEAD	
Registration Number:	4795364	ONE ENGAGEMENT HUB	
Registration Number:	4946059	THUNDERHEAD	
Serial Number:	86756842	THUNDERHEAD	
CORRESPONDENCE DATA			
Fax Number:	7576285566		
<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:	7576285582		
Email:	ip@wilsav.com		
Correspondent Name:	Timothy J. Lockhart		
Address Line 1:	440 Monticello Avenue, Suite 2200		
Address Line 2:	Attn.: IP Administrator		

OP \$265.00 3002322

Address Line 4: Norfolk, VIRGINIA 23510-2243

DOMESTIC REPRESENTATIVE

Name: Timothy J. Lockhart
Address Line 1: 440 Monticello Avenue, Suite 2200
Address Line 2: Attn.: IP Administrator
Address Line 4: Norfolk, VIRGINIA 23510-2243

NAME OF SUBMITTER: Timothy J. Lockhart

SIGNATURE: /Timothy J. Lockhart/

DATE SIGNED: 11/30/2016

Total Attachments: 24

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DATED 30th August 2016

THUNDERHEAD LIMITED

and

THUNDERHEAD (ONE) LIMITED

**SECOND DEED OF AMENDMENT AND RESTATEMENT
RELATING TO A DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS ENTERED INTO
ON 9 MARCH 2016 AND AMENDED AND RESTATED ON
8 JULY 2016**

Slaughter and May
One Bunhill Row
London EC1Y 8YY
(CWYU/ORH)

**TRADEMARK
REEL: 005930 FRAME: 0003**

THIS DEED is made on the 30 day of August 2016

BETWEEN:

- (1) **THUNDERHEAD LIMITED**, a private limited company incorporated in England and Wales under Company Number 04303041, whose registered office is situated at Ingeni Building, 17 Broadwick Street, Soho, London W1F 0DJ (the "Seller"); and
- (2) **THUNDERHEAD (ONE) LIMITED**, a private limited company incorporated in England and Wales under Company Number 8115007, whose registered office is situated at Ingeni Building, 17 Broadwick Street, Soho, London W1F 0DJ (the "Buyer")

(each a "Party", together the "Parties").

WHEREAS:

- (A) The Parties entered into the UK BTA on 31 December 2015 pursuant to which the Seller sold certain rights, assets and goodwill relating to the ONE Business to the Buyer.
- (B) In accordance with the terms of the UK BTA, the Parties then entered into the Original Deed of Assignment pursuant to which the Seller assigned certain Intellectual Property Rights to the Buyer.
- (C) The Parties subsequently remedied a number of minor drafting errors in the Original Deed of Assignment by way of a deed of amendment and restatement dated 8 July 2016 (the "Revised Deed of Assignment").
- (D) In connection with the sale of the Seller's Group to the Purchaser, the Parties have now agreed to amend and restate the Revised Deed of Assignment on the following terms.

THIS DEED WITNESSES THAT:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the capitalised terms set out below shall have the meanings set out alongside them:

"Deed" means this deed of amendment and restatement and the schedule to it;

"Original Deed of Assignment" means the Deed of Assignment of Intellectual Property Rights entered into by the Parties on 9 March 2016;

"Purchaser" means Platinum Acquisition Limited, a private limited company incorporated in England and Wales under Company Number 10341099, whose registered office is situated at 20-22 Bedford Row London, WC1R 4JS;

"Restatement Date" means 1 January 2016;

"Revised Deed of Assignment" has the meaning given in Recital C; and

"UK BTA" means the Business Transfer Agreement relating to the "ONE Business" entered into by the Parties on 31 December 2015.

- 1.2 Save to the extent provided for in this Deed, all words and expressions used in this Deed shall have the same meanings as set out in the Revised Deed of Assignment as amended and restated by this Deed.

2. AMENDMENT AND RESTATEMENT

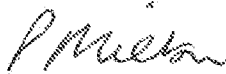
The Revised Deed of Assignment shall be deemed to have been amended and restated in the form set out in Schedule 1 (*Restated Deed of Assignment*) with effect from the Restatement Date.

3. GENERAL

- 3.1 Neither Party shall, unless otherwise required by law, disclose the terms and conditions of this Deed to any third party without the prior written consent of the other Party.
- 3.2 Clauses 1.2 and 9 to 16 (inclusive) of the Revised Deed of Assignment are hereby incorporated by reference into this Deed and shall apply as if fully set out herein mutandis mutatis.

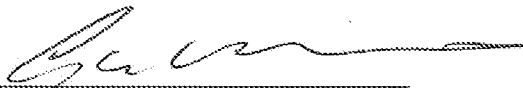
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a deed by
THUNDERHEAD LIMITED acting by:



Director

Name: PAUL MILTON
Date: 30 August 2016



Director/Secretary

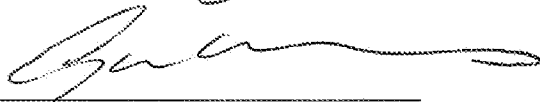
Name: GLEN MANCHESTER
Date: 30 August 2016

EXECUTED as a deed by
THUNDERHEAD (ONE) LIMITED acting by:



Director

Name: PAUL MILTON
Date: 30 August 2016



Director/Secretary

Name: GLEN MANCHESTER
Date: 30 August 2016

SCHEDULE 1

RESTATED DEED OF ASSIGNMENT

DATED 9 March 2016

(1) THUNDERHEAD LIMITED

(2) THUNDERHEAD (ONE) LTD.





DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS



PricewaterhouseCoopers Legal LLP

TRADEMARK
REEL: 005930 FRAME: 0009

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DEED

DATED 9 March 2016

BETWEEN

- (1) **THUNDERHEAD LIMITED**, a company incorporated in England and Wales (company number 04303041) having its registered office at Ingeni Building, 17 Broadwick Street, Soho, London W1F 0DJ (the "**Assignor**"); and
- (2) **THUNDERHEAD (ONE) LTD.**, a company incorporated in England and Wales (company number 8115007) having its registered office at Ingeni Building, 17 Broadwick Street, Soho, London W1F 0DJ (the "**Assignee**").

BACKGROUND

- A The Assignor owns all of the Intellectual Property Rights arising in respect of the Software and Software Documentation.
- B The Assignor is the registered proprietor of the Trade Marks and Patents.
- C On 31 December 2015, the parties entered into a business transfer agreement (the "**Business Transfer Agreement**") pursuant to which, amongst other things, the parties agreed to enter into certain IP agreements, including this deed.
- D On the terms set out below, the Assignor has agreed to assign to the Assignee all of the Patents and Trade Marks, all Intellectual Property Rights arising in respect of the Software and Software Documentation and all other Intellectual Property Rights exclusively relating to the ONE Business.

IT IS AGREED

1 INTERPRETATION

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

1.1 Definitions:

"Assigned Rights" the Patents and Trade Marks, all the Intellectual Property Rights arising in respect of the Software and Software Documentation and all other Intellectual Property Rights exclusively relating to the ONE Business (but excluding the Remaining Trade Marks);

"Assignor Divestment" an event with effect from which the Assignor and Assignee are no longer members of the same group of companies;

"Business Day" any day (other than a Saturday, Sunday or public holiday) on which clearing banks are open for business in London;

"Intellectual Property Rights" all patents, trade marks, service marks, registered designs, utility models, petty patents, design rights, trade or business names, copyrights, rights in computer software and related documentation,

database rights, rights in databases, logos, get-up, inventions, rights to and in trade secrets and other confidential information and know-how (whether or not any of these is registered or capable of registration) and all rights or forms of protection of a similar nature or effect subsisting anywhere in the world together with all pending applications for, and renewals and extensions of, and all rights to apply for registration or other protection of, or to claim priority in relation to, any of the foregoing and to the right to sue for past infringements thereof;

"Group"

in relation to:

(a) the Assignee:

(i) for so long as the Assignee and the Assignor are members of the same group of companies, the Assignee, Thunderhead Midco (One) Limited, Thunderhead (One) B.V. and Thunderhead One, Inc.; and

(ii) for so long as the Assignee and the Assignor are not members of the same group of companies, the Assignee and its subsidiaries and subsidiary undertakings, any holding company or parent undertaking of the Assignee and all other subsidiaries or subsidiary undertakings of any such holding company or parent undertaking from time to time; and

(b) the Assignor: Thunderhead Topco Limited, Thunderhead Midco Limited, the Assignor and the Assignor's subsidiaries and subsidiary undertakings on the Transfer Date (excluding in each case the members of the Assignee's Group);

"ONE Business"

the business of the creation, development and sale of a cloud-based software service which utilises data from all current and future customer focused solutions to deliver customer insight, context and real-time journey behaviour to all digital and office channels in real time to assist brands with:

(i) building engaged relationships with their customers by delivering highly personalised and relevant interactions across all touchpoints whenever and wherever they interact with them;

(ii) analyzing, understanding and anticipating their customers' needs in real-time; and

(iii) providing relevant and seamlessly joined up experiences across the entire customer journey,

as carried on by the Assignor at the date of this deed;

“Patents”

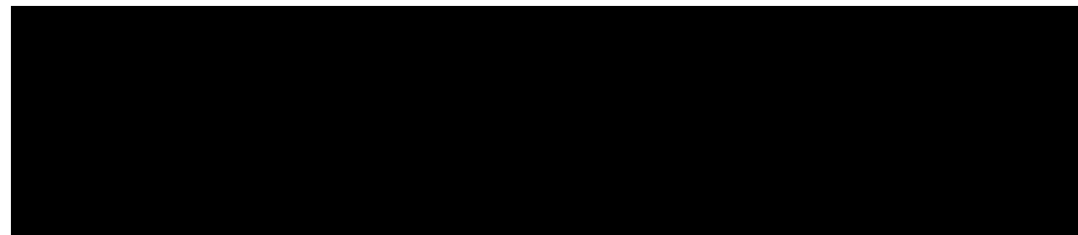
the registered patents and applications listed in Schedule 3 to this deed;



“Remaining

has the meaning given to it in clause 5.1 of this deed;

Trade Marks”



“Software”

all of the software products listed in Schedule 1 to this deed and all

updates, upgrades, releases and versions thereof as of the date of this deed, including:

- (a) the source code and object code; and
- (b) all other works or material recorded or embodied in the software, including the audio or visual content in any screen displays in the user interface;

“Software Documentation” all and any documentation (whether in human or machine readable form) relating to the Software, including all:

- (a) operating manuals, user instruction manuals and training materials; and
- (b) documents associated with the creation, design, development or modification of the Software, including technical or functional specifications, flow charts, algorithms, architectural diagrams, data models, build instructions, testing or configuration documentation and technical data;

“Trade Marks” the registered trade marks and applications listed in Schedule 2 to this deed; and

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

1.2 In this deed, unless inconsistent with the context or otherwise specified:

- 1.2.1 the index, clause and schedule headings are inserted for ease of reference only and do not affect its interpretation;
- 1.2.2 a reference to a clause or schedule is a reference to a clause of or schedule to this deed;
- 1.2.3 a reference to a person includes a reference to a firm, body corporate, association, authority, joint venture or partnership (whether or not having separate legal personality);
- 1.2.4 references to writing include any mode of reproducing words in a legible form and reduced to paper;
- 1.2.5 the Interpretation Act 1978 shall apply to this deed in the same way as it applies to an enactment;
- 1.2.6 references to all or any statute include any statutory amendment, modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulations made under it;
- 1.2.7 the Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules;

1.2.8 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

1.2.9 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; and

1.2.10 where any statement is qualified by the expression so far as the Assignor is aware or to the Assignor's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

2 ASSIGNMENT

2.1 In consideration of the Assignee entering into the Business Transfer Agreement, the Assignor hereby assigns to the Assignee, with effect from the date of this deed, absolutely with full title guarantee all of the Assignor's rights, title and interests in and to the Assigned Rights, including but not limited to:

2.1.1 all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and

2.1.2 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 arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this deed.

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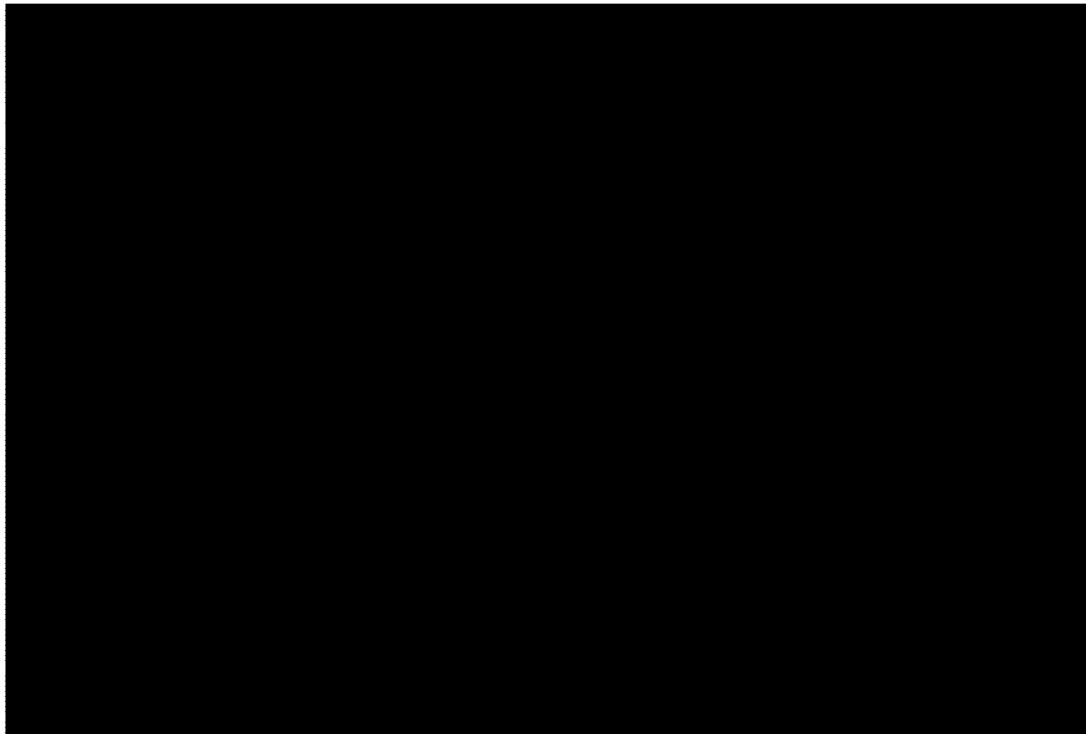
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4.1



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5.1



5.2

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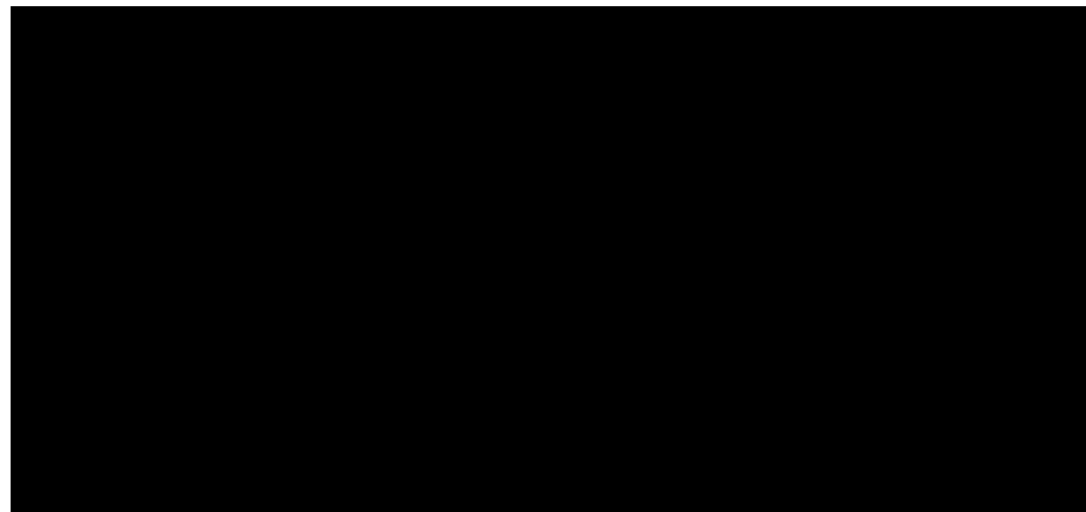
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8.1



8.2

9 **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this deed 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 prevent or restrict the further exercise of that or any other right or remedy.

10 **ENTIRE AGREEMENT**

This deed constitutes the entire understanding and agreement between the parties relating to its subject matter and supersedes all previous understandings, agreements, negotiations and discussions between the parties relating to such subject matter.

11 **AMENDMENT**

No amendment to this deed shall be effective unless it is in writing and signed by each party.

12 **SEVERANCE**

If any provision of this deed (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.

13 **COUNTERPARTS**

This agreement may be signed in any number of counterparts, but shall not be effective until each party has signed at least one counterpart. Each counterpart shall constitute an original of this agreement, but all the counterparts shall together constitute the same instrument.

14 **THIRD PARTY RIGHTS**

For the purpose of the Contracts (Rights of Third Parties) Act 1999, no term of this agreement is intended to be enforceable by any person who is not a party to it.

15 **NOTICES**

15.1 Any notice given in connection with this deed shall be in writing and delivered personally, sent by prepaid first class post (or airmail if posted overseas) to the relevant party at the address specified in this agreement or to such other address as that party may notify to the other party.

15.2 Subject to clause 15.3, any such notice shall be deemed to have been duly received:

15.2.1 if delivered personally, at the time of delivery;

15.2.2 if sent by first class post, two Business Days after the date of posting; and

15.2.3 if sent by airmail, five Business Days after the date of posting.

15.3 If deemed receipt occurs before 9.00 am on a Business Day in the place of receipt, the notice shall be deemed to have been received at 9.00 am on that day, in that place, and if deemed receipt occurs after 5.30 pm on a Business Day in the place of receipt, or on a day which is not a Business Day in the place of receipt, the notice shall be deemed to have been received at 9.00 am on the next Business Day in that place.

16 GOVERNING LAW AND JURISDICTION

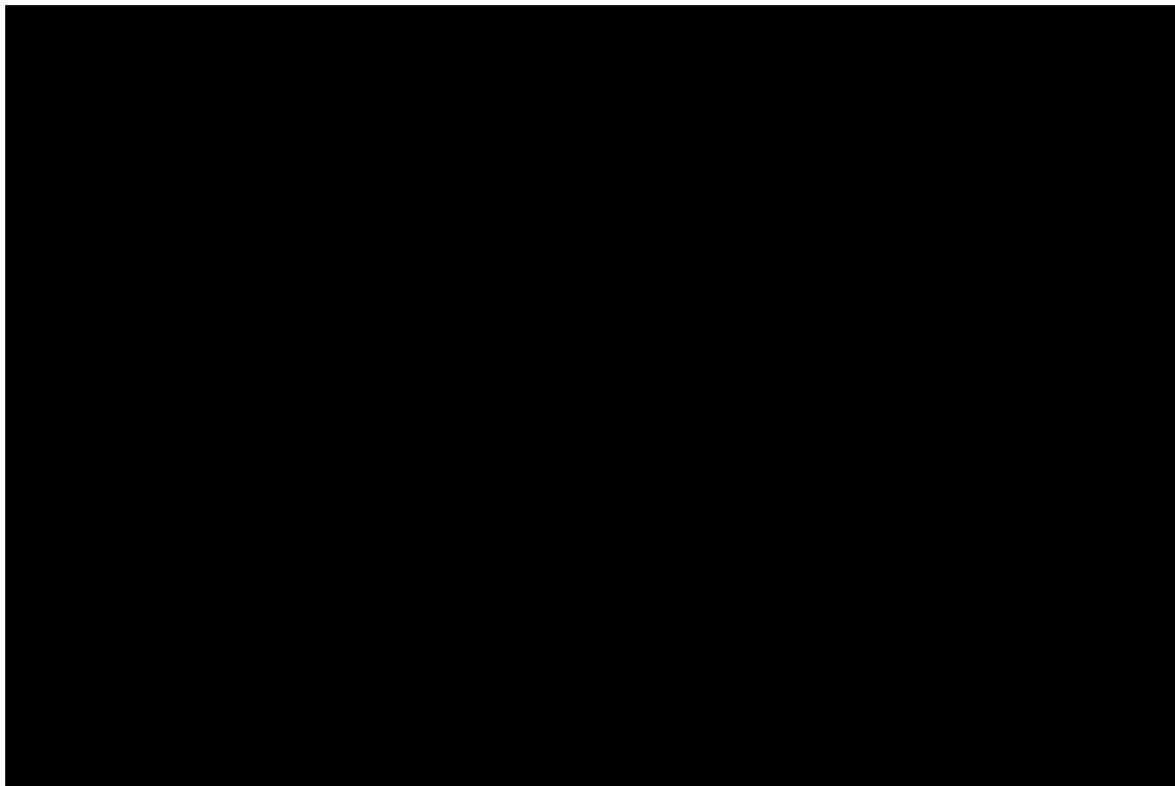
16.1 This agreement and any contractual or non-contractual matter, dispute, claim, action, suit or proceeding arising out of or in connection with this agreement, its subject matter and/or its formation is governed by, and shall be construed in accordance with, the laws of England and Wales.

16.2 In relation to any contractual or non-contractual matter, dispute, claim, action, suit or proceeding to enforce this agreement or arising out of or in connection with this agreement, its subject matter and/or formation and/or the legal relationship established by this agreement each of the parties irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales and waives any right to object to such proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inappropriate forum.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1








Software



SCHEDULE 2



Registered Trade Marks

Country/ territory	Mark	Application or registration number	Image	Application Date	Classes
European Union	ONE word and device	011747433		15 April 2013	9,38,42 and 45
International	ONE word and device	1195640		8 October 2013	9, 38, 42 and 45
Switzerland (IR)	ONE word and device	1195640		8 October 2013	9,38,42 and 45
China (IR)	ONE word and device	1195640		8 October 2013	9,38,42 and 45
India (IR)	ONE word and device	1195640		8 October 2013	9,38,42 and 45
Japan (IR)	ONE word and device	1195640		8 October 2013	9,38,42 and 45
Norway (IR)	ONE word and device	1195640		8 October 2013	9, 38, 42 and 45

New Zealand (IR)	ONE word and device	1195640		8 October 2013	9, 38, 42 and 45
Singapore (IR)	ONE word and device	1195640		8 October 2013	9, 38, 42 and 45
USA (IR)	ONE word and device	1195640		8 October 2013	9, 38, 42 and 45
South Africa	ONE word and device	2013/27898		8 October 2013	9
South Africa	ONE word and device	2013/27899		8 October 2013	38
South Africa	ONE word and device	2013/27900		8 October 2013	42
South Africa	ONE word and device	2013/27901		8 October 2013	45
European Union	ONE Engagement Hub	12660965		4 March 2014	45
Australia	ONE Engagement Hub	1641756		2 October 2014	9, 38, 42 and 45
USA	ONE Engagement Hub	4,795,364		18 June 2014	9, 38 and 42
USA	ONE Engagement Hub	4,795,364		18 August 2015	45
European Union	ENGAGEMENT CLOUD	012147708		17 September 2013	9, 38, 42 and 45

European Union	JOURNEY AS A SERVICE	012156071		19 September 2013	9, 38, 42 and 45
European Union	EAAS	12159778		19 September 2013	9, 38, 42 and 45
European Union	ENGAGEMENT AS A SERVICE	12159745		19 September 2013	9, 38, 42 and 45
United Kingdom	THUNDERHEAD	2304992		10 July 2002	09, 41 and 42
United States of America	THUNDERHEAD	76/519,810		05 June 2003	09, 41 and 42
European Union	THUNDERHEAD	3883592		14 June 2004	09, 41 and 42
Canada	THUNDERHEAD	1387926		18 March 2008	09, 41 and 42
India	THUNDERHEAD	1667108		19 March 2008	09
India	THUNDERHEAD	1667109		19 March 2008	41
India	THUNDERHEAD	1667110		19 March 2008	42
Australia (IR)	THUNDERHEAD	961158		20 March 2008	09, 41 and 42
Switzerland (IR)	THUNDERHEAD	961158		20 March 2008	09, 41 and 42
China (IR)	THUNDERHEAD	961158		20 March 2008	09, 41 and 42
Japan (IR)	THUNDERHEAD	961158		20 March 2008	09, 41 and 42
Norway (IR)	THUNDERHEAD	961158		20 March 2008	09, 41 and 42
Singapore (IR)	THUNDERHEAD	961158		20 March 2008	09, 41 and 42
International (IR)	THUNDERHEAD	961158		20 March 2008	09, 41 and 42

Malaysia	THUNDERHEAD	09017507		07 October 2009	09
Malaysia	THUNDERHEAD	09017505		07 October 2009	42
Malaysia	THUNDERHEAD	09017504		07 October 2009	42
New Zealand	THUNDERHEAD	813842		07 October 2009	09, 41 and 42
South Africa	THUNDERHEAD	2011/01349		25 January 2011	09, 41 and 42
European Union	THUNDERHEAD	10552487		11 January 2012	09, 38, 41, 42 and 45
United States of America	THUNDERHEAD	85/513,894		11 January 2012	09, 38, 41, 42 and 45
Australia (IR)	THUNDERHEAD	1151320		06 July 2012	09, 38, 42 and 45
Switzerland (IR)	THUNDERHEAD	1151320		06 July 2012	09, 38, 42 and 45
China (IR)	THUNDERHEAD	1151320		06 July 2012	09, 38, 42 and 45
Japan (IR)	THUNDERHEAD	1151320		06 July 2012	09, 38, 42 and 45
Norway (IR)	THUNDERHEAD	1151320		06 July 2012	09, 38, 42 and 45
Singapore (IR)	THUNDERHEAD	1151320		06 July 2012	09, 38, 42 and 45
International (IR)	THUNDERHEAD	1151320		06 July 2012	09, 38, 42 and 45
European Union	THUNDERHEAD NOW	6368864		16 October 2007	09, 41 and 42
United States of America	THUNDERHEAD NOW	77/310,733		23 October 2007	09, 41 and 42
European Union	THUNDERHEAD.COM (stylised)	10965051	THUN DER HEAD .COM	14 June 2012	09, 38, 41, 42 and 45

European Union	THUNDERHEAD JUICE (stylised)	9724121		9 February 2011	9, 41 and 42
European Union	THUNDERHEAD JUICE (stylised)	9764069		13 June 2011	9, 41 and 42
United States of America	THUNDERHEAD JUICE (stylised)	85241848		14 February 2011	9 and 42
United States of America	THUNDERHEAD JUICE (stylised)	85241861		14 February 2011	9 and 42
United States of America	THUNDERCLOUD	85382074		27 July 2011	42
United States of America	THUNDERCLOUD	85556088		29 February 2012	9
European Union	Thunder Head word and device	14368872		16 July 2015	9, 38, 42 and 45
USA	Thunder Head word and device	86756842		15 September 2015	9, 38, 42 and 45
USA	Thunderhead	86758736		16 September 2015	42
European Union	ONE oCX	10558881		13 January 2012	9, 38, 41, 42 and 45
European Union	THE EXPERIENCE DRIVEN ENTERPRISE	10615813		3 February 2012	9, 38, 41, 42 and 45

SCHEDULE 3

Patents

Title	Publication number	Publication Date	Application Number	Application Date
Method, system, computer program product and program for creating and using actionable journey maps	AU2015202501 (A1)	03/12/2015	AU20150202501	20150508
Method, system, computer program product and program for creating and using actionable journey maps	US2015332290 (A1)	19/11/2015	US201514710832	20150513
Web Page Variation	US2015317405 (A1)	05/11/2015	US201314652000	20131220
Web page variation	AU2013357047 (A1)	02/07/2015	AU20130357047	20131220
Defining elements of web pages for variation	GB2508875 (A)	18/06/2014	GB20120022514	20121213
Web Page Variation	WO2014091257 (A3)	19/06/2014	WO2013GB53400	20131220
Native application variation	US2015143333 (A1)	21/05/2015	US201414318904	20140630
Native application variation	WO2015075449 (A1)	28/05/2015	WO2014GB53425	20141119
Self adapting multi variant testing	WO2014155123 (A1)	02/10/2014	WO2014GB50982	20140327
Self adapting multi variant testing	GB2512359 (A)	01/10/2014	GB20130005636	20130327

EXECUTED as a deed by **THUNDERHEAD**)
LIMITED acting by)

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)

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Director

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Director/Secretary

EXECUTED as a deed by **THUNDERHEAD**)
(ONE) LTD. acting by)

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Director

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Director/Secretary