OP \$40.00 4041175

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM410711 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type					
Aon Corporation		04/29/2016	Corporation: ILLINOIS					

RECEIVING PARTY DATA

Name:	iJET International Inc.
Street Address:	185 Admiral Cochrane Drive, Suite 300
City:	Annapolis
State/Country:	MARYLAND
Postal Code:	21401
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4041175	WORLDAWARE

CORRESPONDENCE DATA

Fax Number: 6175265000

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.

Phone: 617-526-6448

Email: janey.davidson@wilmerhale.com **Correspondent Name:** Michael J. Bevilacqua, Esquire

Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP

Address Line 2: 60 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Michael J. Bevilacqua
SIGNATURE:	/michael j. bevilacqua/
DATE SIGNED:	12/30/2016

Total Attachments: 8

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AON CORPORATION

and

LIET INTERNATIONAL INC.

ASSIGNMENT OF TRADE MARKS



JAG Shaw Baker Limited Tel: +44 203 598 3070 Fax: +44 203 596 6459 Web: www.jagshawbaker.com

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LSEGC1-02 - Licence Agreement -- AON Corporation

TRADEMARK REEL: 005954 FRAME: 0426

PARTIES

- (1) AON CORPORATION incorporated in Illinois, USA whose registered office is at 200 East Randolph Street, Chicago, Illinois, USA ("Assignor").
- (2) IJET INTERNATIONAL INC. incorporated in Delaware. USA whose corporate headquarters are at Admiral Cochrane Drive, Annapolis, Maryland, 21401, USA ("Assignee").

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) 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 apply in this agreement.

1.1 Definitions:

Trade Marks: the registered trade marks short particulars of which are set out in Schedule 1.

- 2. ASSIGNMENT
- 2.1 In consideration of the sum of one pound (£1) (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:
 - (a) all 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
 - (b) 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.
- WARRANTIES
- 3.1 The Assignor represents and warrants that:
 - (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks;

- (b) it is properly registered as registered proprietor of the Trade Marks;
- (c) all application, registration, renewal and other fees in respect of each of the Trade Marks;
- it has not given any third party permission to use any Trade Marks or otherwise licensed or assigned any of the rights under the Trade Marks;
- each Trade Mark is free from any security interest, option, mortgage, charge or lien;
- (f) it has not acquiesced in the unauthorised use of any Trade Marks;
- each registered Trade Mark is valid and subsisting and is not subject to, or likely to be subject to, amendment, challenge to validity, removal or surrender;
- (h) it is unaware of any infringement or likely infringement of any Trade Marks;
- no claim has been made by a third party that disputes the right of the Assignor to use any Trade Marks, and it is unaware of any circumstances likely to give rise to a claim; and
- so far as it is aware, exploitation of the Trade Marks will not infringe the rights of any third party.

4. INDEMNITY

- 4.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:
 - (a) any breach by the Assignor of the warranties in clause 3 above; or
 - (b) the enforcement of this agreement.
- 4.2 At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.
- 4.3 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

5. FURTHER ASSURANCE

5.1 At the Assignee's expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such

documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including registration of the Assignee as applicant or registered proprietor of the Trade Marks.

- 5.2 The Assignor shall deliver to the Assignee (or the Assignee's nominated representative) as soon as practicable after the date of this agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Marks.
- 5.3 The Assignor appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement. A certificate in writing, signed by any director or the secretary of the Assignor or by any person appointed in accordance with clause 5.4(c), that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Trade Marks and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.
- 5.4 Without prejudice to clause 5.3, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:
 - (a) take any action that this agreement requires the Assignor to take;
 - (b) exercise any rights which this agreement gives to the Assignor; and
 - (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.
- 5.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

6. 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 prevent or restrict the further exercise of that or any other right or remedy.

7. ENTIRE AGREEMENT

7.1 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.

7.2 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 based on any statement in this agreement.

8. VARIATION

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

9. SEVERANCE

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.

10. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when signed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

11. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

12. JURISDICTION

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

This agreement has been entered into and takes effect on the date stated.

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Schedule 1 Registered Trade Marks

Registered trade marks and trade mark applications

Territory	Mark	Application or registration number	Date of registration	Class(es)
USA	WORLDAWARE	4041175	18 October 2011	9, 45
Australia	WORLDAWARE	1442019	9 August 2011	9

Signed by Matthew Rice for and on behalf of AON CORPORATION

Mat NE

Vice President and Secretary

Signed by Ellen Ryan for and on behalf of IJET INTERNATIONAL INC.

Director

Signed by Matthew Rice for and on behalf of AON CORPORATION

Vice President and Secretary

Signed by Ellen Ryan for and on behalf of IJET INTERNATIONAL INC.

Lalya Director General Cansal

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RECORDED: 12/30/2016