

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM412891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reuters Limited		06/30/2014	Corporation:
RECEIVING PARTY DATA			
Name:	WeConvene Extel Limited		
Street Address:	Third Floor 24 Chiswell Street		
City:	London		
State/Country:	UNITED KINGDOM		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2443641	EXTEL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	ben@natterip.com		
Correspondent Name:	Ben Natter		
Address Line 1:	501 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Ben Natter		
SIGNATURE:	//Ben Natter//		
DATE SIGNED:	01/19/2017		
Total Attachments: 8			
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THIS AGREEMENT is made on
BETWEEN

30 June

2014

(1) Assignor

REUTERS LIMITED

Company number: 00145516
Registered Office: Thomson Reuters Building, 30
South Colonnade, Canary Wharf,
London E14 5EP

(2) Assignee

WECONVENE EXTEL LIMITED

Company number: 09054925
Registered Office: Reeves & Co LLP, Third Floor,
24 Chiswell Street, London
EC1Y 4YX

BACKGROUND

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

OPERATIVE PROVISIONS

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 when banks in London are open for business;
Main Agreement	a business sale agreement dated 2014 between (1) the Assignor, (2) the Assignee and (3) WeConvene Limited as guarantor;
Trade Marks	the registered trade marks short particulars of which are set out in the Schedule;
VAT	value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or

supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. The Schedule forms 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 Schedule.
- 1.4. References to clauses and the Schedule are to the clauses and the Schedule of this agreement.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8. **Writing or written** includes fax but not email.
- 1.9. 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.

2. **ASSIGNMENT**

- 2.1. Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks, including:
 - 2.1.1. 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
 - 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 (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. VAT

- 3.1. All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.
- 3.2. If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.
- 3.3. If the Assignee fails to comply with its obligation under this Clause 3, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

4. FURTHER ASSURANCE

At the Assignee's expense, and without prejudice to clause 5 below each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, 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. RECORDAL

Recording this agreement and the change in ownership of the Trade Marks in each relevant trade mark registry ("Recordal") shall be the responsibility of and at the cost and expense of the Assignee. The Assignor shall take all reasonable steps to do any further acts and execute and deliver such documents as may reasonably be required for the purposes of Recordal provided that the Assignee meets all costs and expenses incurred by the Assignor in performing such further acts and in execution and delivery of such documents.

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 preclude 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 or negligent misstatement based on any statement in this agreement.

8. CONFLICT

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Main Agreement, the provisions of this agreement shall prevail.

9. VARIATION

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

10. SEVERANCE

10.1. 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.

10.2. 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.

11. COUNTERPARTS

This agreement 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.

12. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms.

13. NOTICES

13.1. Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

13.1.1. delivered by hand or by pre-paid first-class post at its registered office (if a company) or its principal place of business (in any other case); or

13.1.2. sent by fax to its main fax number.

13.2. Any notice or communication shall be deemed to have been received:

13.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

13.2.2. if sent by pre-paid first-class post, at 9.00am (local time of the recipient) on the seventh Business Day after posting.

13.2.3. if sent by fax, at 9.00am (local time of the recipient) on the next Business Day after transmission.

13.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include email.

14. GOVERNING LAW AND JURISDICTION

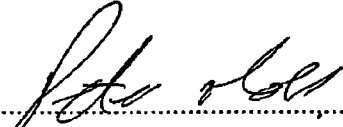
14.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises 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.

Trademark	App Number	Reg Number	Status	Country	Fil Date	Reg Date	Next Renewal		Class
							Date		
EXTEL	962224	962224	Renewed	United Kingdom	09-Jul-1970	09-Jul-1984	09-Jul-2015		09 Int.
EXTEL	962225	962225	Renewed	United Kingdom	09-Jul-1970	09-Jul-1970	09-Jul-2015		16 Int.
EXTEL		1285262	Renewed	United Kingdom	01-Oct-1986	01-Oct-1986	01-Oct-2017		35 Int., 37 Int., 38 Int., 41 Int., 42 Int.
EXTEL	75400247	2443641	Renewed	United States of America	04-Dec-1997	17-Apr-2001	17-Apr-2021		36 Int.
EXTEL (stylised letters)	1389296	1389296	Renewed	United Kingdom	23-Jun-1989	23-Jun-1989	23-Jun-2016		09 Int., 16 Int., 35 Int., 38 Int., 41 Int., 42 Int.
EXTEL	1285261	1285261	Renewed	United Kingdom	01-Oct-1986	01-Oct-2007	01-Oct-2017		

SIGNED by Peter Moss
for and on behalf of
REUTERS LIMITED


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Director

SIGNED by Radek Barnert
for and on behalf of
WECONVENE EXTEL LIMITED

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Director

SIGNED by Peter Moss
for and on behalf of
REUTERS LIMITED

.....
Director

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Director