

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414095

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Swivel Secure Limited		01/11/2017	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Microsoft Corporation		
<b>Street Address:</b>	One Microsoft Way		
<b>City:</b>	Redmond		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98052		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3122282	SWIVEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063599000		
<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>	206-395-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Grace Han Stanton / Perkins Coie LLP		
<b>Address Line 1:</b>	1201 Third Avenue		
<b>Address Line 2:</b>	Suite 4900		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	41826-SWIVEL		
<b>NAME OF SUBMITTER:</b>	John P. Halski		
<b>SIGNATURE:</b>	/John P. Halski/		
<b>DATE SIGNED:</b>	01/30/2017		
<b>Total Attachments: 4</b>			
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OP \$40.00 3122282



DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS DEED is made on 11/12 January 2017 (the "Effective Date")

BETWEEN:

- (1) SWIVEL SECURE LIMITED, a company incorporated in England with company number 4068905 and whose registered office address is Equinox 1 Audby Lane, Wetherby, LS22 7RD ("SSL"); and
- (2) MICROSOFT CORPORATION whose registered office is at One Microsoft Way, Redmond, WA 98052- 6399, USA (hereinafter referred to as "Microsoft")

WHEREAS:

- (A) SWIVEL SECURE LIMITED is the proprietor of the trade mark registrations listed below (collectively referred to as The "SSL Registrations"):

Territory	Mark	Registration No	Application Date	Class(es)
EUTM	SWIVEL	1942838	7 November 2000	09, 36, 38, 42
US	SWIVEL	76357058	10 January 2002	9, 42
China	SWIVEL	3800867	17 November 2003	9
China	SWIVEL	3800866	17 November 2003	36
China	SWIVEL	3800865	17 November 2003	38
China	SWIVEL	3800864	17 November 2003	45
Japan	SWIVEL	5849659	25 August 2015	09, 36, 38, 42

- (B) SWIVEL SECURE LIMITED has agreed to assign and/ or pass control of the SSL Registrations to Microsoft on the terms set out in this deed.
- (C) SWIVEL SECURE LIMITED was formerly known as SWIVEL TECHNOLOGIES LIMITED, and formerly of the address Swivel Technologies Limited, York House, York Place, Knaresborough, North Yorkshire, HG5 0AD, United Kingdom. This change of name took effect from 19 February 2004.

IT IS AGREED as follows:

1. ASSIGNMENT

- 1.1 In consideration of the sum of \$1 (receipt and sufficiency of which SSL expressly acknowledges), SSL hereby assigns to Microsoft absolutely, all rights, title and interest in

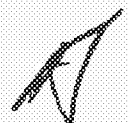
and to the SSL Registrations, including the goodwill associated therewith, free of all encumbrances and including without limitation:

- 1.1.1 the right to bring, make, oppose, defend, and/or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or to pursue or defend any other cause of action arising from ownership of, or rights in, any of the SSL Registrations, whether occurring before, on or after the date of this deed.

## 2. MISCELLANEOUS

- 2.1 This deed may be executed in any number of counterparts and by SSL and Microsoft on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument, and shall not be effective until each of SSL and Microsoft have executed at least one counterpart.
- 2.2 The validity, construction and performance of this deed shall be governed by and construed in accordance with English Law. SSL and Microsoft agree to submit to the exclusive jurisdiction of the High Court of England and Wales over any claim, dispute or matter arising under or in connection with this deed.

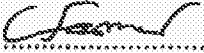
[The execution page follows at page 3]



EXECUTED as a deed )  
by Swivel Secure Limited )  
acting by its director in the presence of: )

Director's  
Signature..... 

Print Name..... ADAM NEIL JONES

Witness's  
Signature..... 

Print Name..... CHARLES FARMER

Address..... 8 WOODSIDE Gdns

..... BASINGSTOKE


..... HANTS

Occupation..... PROJECT MANAGER

EXECUTED as a deed )  
by Microsoft Corporation )  
acting by its director in the presence of: )

Director's  
Signature..... 

Print Name..... MATTHEW PENCZYK

Witness's  
Signature..... 

Print Name..... Jennifer Paine

Address..... One Microsoft Way

..... Redmond WA 98052

Occupation..... Attorney

