

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428694

|   |  |                       |                                       |
|---|--|-----------------------|---------------------------------------|
| <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>                    |
| Tempo Nagadi Asia Pte. Ltd.   |  | 04/27/2017            | Private Limited Company:<br>SINGAPORE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                       |
| <b>Name:</b>  | PT. BARCLAY PRODUCTS                               |                       |                                       |
| <b>Street Address:</b>  | GD. Tempo Scan Tower, JL. HR. Rasuna Said Kav 3-4  |                       |                                       |
| <b>Internal Address:</b>  | Kuningan Timur, Setiabudi                          |                       |                                       |
| <b>City:</b>  | Jakarta Selatan                                    |                       |                                       |
| <b>State/Country:</b>   | INDONESIA  |                       |                                       |
| <b>Entity Type:</b>   | Company: INDONESIA                                 |                       |                                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                       |
| <b>Registration Number:</b>   | 1407258  | ULTIMA II             |                                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                       |
| <b>Fax Number:</b>  | 4159831200   |                       |                                       |
| <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>   | 4159831274   |                       |                                       |
| <b>Email:</b>   | rburlingame@pillsburylaw.com                       |                       |                                       |
| <b>Correspondent Name:</b>  | Robert B. Burlingame                               |                       |                                       |
| <b>Address Line 1:</b>  | P.O. Box 2824                                      |                       |                                       |
| <b>Address Line 2:</b>  | Calendar/Docketing Department                      |                       |                                       |
| <b>Address Line 4:</b>  | San Francisco, CALIFORNIA 94126-2824               |                       |                                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 078661-0447233                                     |                       |                                       |
| <b>NAME OF SUBMITTER:</b>   | Robert B. Burlingame                               |                       |                                       |
| <b>SIGNATURE:</b>   | /Robert B. Burlingame/                             |                       |                                       |
| <b>DATE SIGNED:</b>   | 05/23/2017   |                       |                                       |
| <b>Total Attachments: 4</b>   |  |                       |                                       |
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CH \$40.00 1407258



**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT is made between TEMPO NAGADI ASIA PTE. LTD., a company incorporated in Singapore with address of One Marina Boulevard, #28-00, Singapore 018989, as ASSIGNOR ("ASSIGNOR"), and PT. BARCLAY PRODUCTS, a company incorporated in the Republic of Indonesia with address of GD. Tempo Scan Tower, JL. HR. Rasuna Said Kav 3-4 Kuningan Timur, Setiabudi, Jakarta Selatan, Indonesia, as ASSIGNEE ("ASSIGNEE").

WHEREAS, ASSIGNOR is the legal and beneficial proprietor of the trademarks and related trademark registrations set forth in Annex 1 (the foregoing being referred to collectively as the "Trademarks") and the intellectual property rights arising from the Trademarks;

WHEREAS, ASSIGNOR and ASSIGNEE, are parties to that certain Assignment Agreement, dated 22 March 2017 ("ASSIGNMENT AGREEMENT"), which provides, inter alia, the terms and conditions for the assignment of the Trademarks and pursuant to which this Agreement is being executed and delivered; and

WHEREAS, ASSIGNEE wishes to acquire the Trademarks from ASSIGNOR and ASSIGNOR desires to sell, assign and transfer the Trademarks to ASSIGNEE.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and in the Assignment Agreement, the parties hereto hereby agree as follows:

For good and valuable consideration, as set forth in the Assignment Agreement and the additional sum of One Singapore Dollar, ASSIGNOR hereby assigns and transfers unto ASSIGNEE, forthwith, all of ASSIGNOR's legal and beneficial rights, title and interests in and to the Trademarks in all countries in the world, together with the goodwill of the business connected with the Trademarks and symbolized by the Trademarks and any and



all other intellectual property rights arising from the Trademarks and all rights to damages or profits, due or accrued arising out of past infringement of the Trademarks or injury to said intellectual property rights and the right to sue in ASSIGNEE'S own name, TO HOLD the same unto ASSIGNEE absolutely

The ASSIGNEE accepts the assignment and transfer of all of the ASSIGNOR's rights, title and interest in the Trademarks and waives any claim against ASSIGNOR for any amount and for any reason.

The ASSIGNEE and the ASSIGNOR hereby undertake to execute all documents and do all acts which may be necessary for securing, perfecting, completing or absolutely vesting full rights, title and interests to the Trademarks in favour of ASSIGNEE. ASSIGNOR and ASSIGNEE hereby authorise Amica Law LLC and/or their agents to validate and record the assignment of the Trade Marks on their behalf.

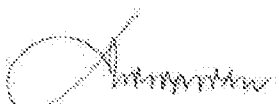
IN WITNESS WHEREOF, this Trademark Assignment Agreement has been executed as of this 27 day of April, 2017.

Assignor:


Assignee:

TEMPO NAGADI ASIA PTE. LTD.

PT. BARCLAY PRODUCTS

By   
Name: Diana Wirawan  
Title: Director

  
Name: Phillips Gunawan  
Title: President Director

Witnessed By:   
Name: Shania  
Title: Deputy Group General Counsel

  
Name: Liana Tjandra  
Title: Director

CL  
/

## Annex I.

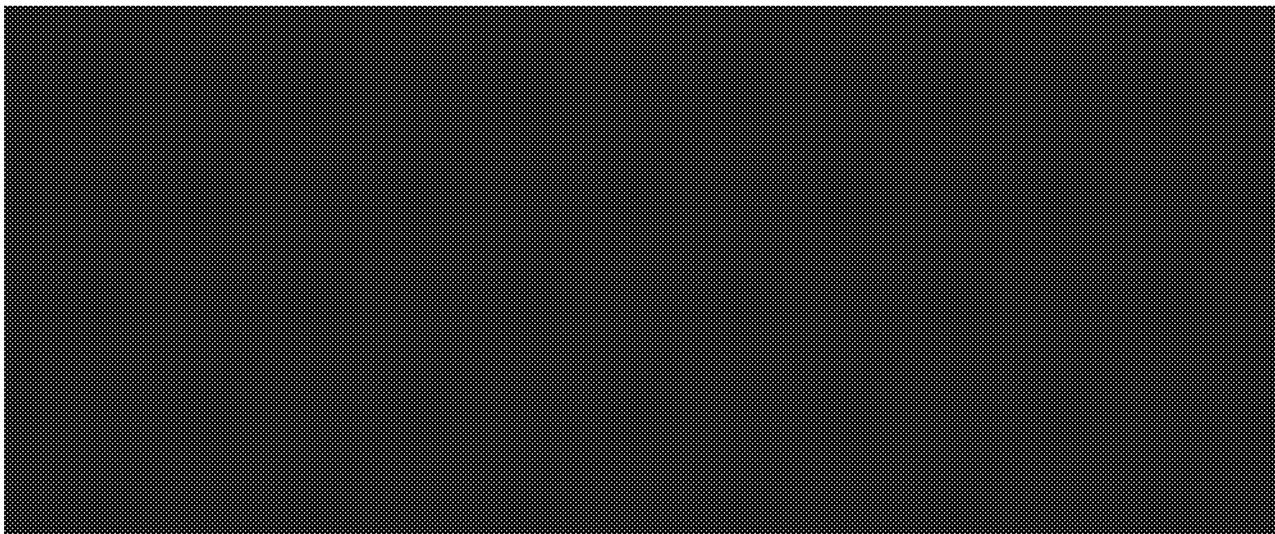
The Trademarks shall refer to the trade marks listed in Section 1 below, and shall also include, without limitation, the specific trademark applications and registrations set out in Section 2 below.

### Section 1.: Trademarks

1. ULTIMA
2. All ULTIMA sub-brands
3. ULTIMA II
4. All ULTIMA II sub-brands

### Section 2.: Trademark applications / registrations

See attached list.



220 United States of America ULTIMA II USA 73/306379 4/17/1981 1407258 09/02/1986

