

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429013

<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>
Telefonica, S.A.		03/15/2017	Corporation: SPAIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIWARE Foundation, e.V.		
<b>Street Address:</b>	Franklinstrasse 13A		
<b>City:</b>	10587 BERLIN		
<b>State/Country:</b>	GERMANY		
<b>Entity Type:</b>	Association: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86386998	FIWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6098961469		
<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>	(212) 878-1424		
<b>Email:</b>	IPDocket@foxrothschild.com		
<b>Correspondent Name:</b>	Perla M. Kuhn c/o Fox Rothschild LLP		
<b>Address Line 1:</b>	Princeton Pike Corporate Center		
<b>Address Line 2:</b>	997 Lenox Drive, Building 3		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648-2311		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Perla M. Kuhn c/o Fox Rothschild LLP		
<b>Address Line 1:</b>	Princeton Pike Corporate Center		
<b>Address Line 2:</b>	997 Lenox Drive, Building 3		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648-2311		
<b>NAME OF SUBMITTER:</b>	Perla M. Kuhn		
<b>SIGNATURE:</b>	/Perla M. Kuhn/		
<b>DATE SIGNED:</b>	05/26/2017		
<b>Total Attachments: 3</b>			

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*Telefonica*

**MARKS AND DOMAIN NAME TRANSFER AGREEMENT**

In Madrid, at 3/15/ 2017

From one side **TELEFÓNICA, S.A.** with its registered office in Gran Vía, nº. 28, Tax Identification Code, no. A 28015865, represented in this act by Mr. Ramiro Sánchez de Lerín, with D.N.I. 02190403-K, by virtue of a deed of empowerment granted before Notary of Madrid, Mr. Emilio Recorder de Casso, on October 27, 2005, with the number 1,197 of its protocol, hereinafter referred to as "**TELEFONICA**".

From the other side, **FIWARE Foundation, e.V.**, with its registered office in Franklinstrasse 13A, 10587 Berlin, Tax Identification Code, no. DE309937516, represented in this act by Ulrich Ahle, with ID L7N3178ZR, by virtue of a deed of empowerment granted before Amtsgericht Charlottenburg on 28 Oct 2016 with registration number VR 35344 B hereinafter referred to as "**FIWARE**".

Both parties mutually recognize their legal capacity in law necessary to conclude this **MARKS AND DOMAIN NAME TRANSFER AGREEMENT**, and to that effect, freely agree as follows:

**WHEREAS**

I.- That **TELEFONICA** owns the following domain name (hereinafter **DOMAIN NAME**):

-fiware.es

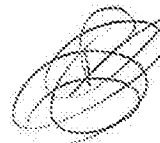
and the following word trade marks (hereinafter **MARKS**):

**FIWARE** in United States of America, in class 38, 42 and 45 according to Nice Classification. 86386998

**FIWARE** in Europe, in class 38, 42 and 45 according to Nice Classification. 13.224.597

**FI-WARE** in Europe, in class 38, 42 and 45 according to Nice Classification. 12103131

II.- Both parties agree with the transfer of the **MARKS** and the **DOMAIN NAME** from **TELEFONICA** to **FIWARE**.



**TRADEMARK**  
**REEL: 006069 FRAME: 0486**

CLAUSES

**1.- PURPOSE OF THE AGREEMENT**

The purpose of this contract is to establish the conditions of the transfer of the **MARKS** and the **DOMAIN NAME**.

**2.- PRICE**

2.1 It is a free assignment, since the parties understand that the **MARKS** and the **DOMAIN NAME** are part of the agreement number: 732851 — FI-NEXT — between the European Union and, among others, **TELEFONICA**.

2.2 **FIWARE** is responsible for all expenses arising from the maintenance of the **MARKS** and **DOMAIN NAME** from the date of this agreement.

**3.- DISCLAIMER**

**TELEFONICA** gives no warranty to **FIWARE** either that the **MARKS** and **DOMAIN NAME** are validly registered or that their use does not infringe the intellectual property rights or any other rights of third parties.

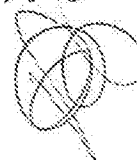
**4.- GOVERNING LAW**

4.1 This agreement is governed by Spanish law. In case of conflict or discrepancy on the interpretation, fulfillment, execution or validity of this contract, they parties agree to submit to the Courts of Madrid capital (Spain), with resignation of their own jurisdiction.

**5.- OTHERS**

~~This agreement cancels and replaces any previous agreement or agreement between the parties for the same purpose and may only be modified by a new agreement signed by both parties.~~

If any of the clauses of this contract is declared void or unenforceable, said clause will be considered excluded from the contract, without implying the nullity of the



# Telefonica

same. In this case the parties will do everything in their power to find an equivalent solution that is valid and duly reflects their intentions.

And in proof of conformity of the foregoing, the parties execute this document in duplicate in the place and date indicated above.

By TELEFÓNICA S.A.

By FIWARE Foundation, e.V.



Ramiro Sánchez de Lerín SÁNCHEZ DE LERÍN  
General Secretary SECRETARIO GENERAL  
Y DEL CONSEJO DE ADMÓN.



Ulrich Alhe  
Chief Executive Officer



CHIEF OPERATIONS OFFICER

