

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461673

<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>
Balfour Beatty plc		10/17/2017	Public Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heery International, Inc.		
<b>Street Address:</b>	999 Peachtree Street, NE		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2994284	HEERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>	415-268-6538		
<b>Email:</b>	achung@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor, Morrison & Foerster		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2482		
<b>ATTORNEY DOCKET NUMBER:</b>	54541-6000.000		
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor		
<b>SIGNATURE:</b>	/Jennifer Lee Taylor/		
<b>DATE SIGNED:</b>	02/09/2018		
<b>Total Attachments: 6</b>			
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# TRADE MARK ASSIGNMENT

THIS DEED is made this 17 October 2017

## BETWEEN

Balfour Beatty plc a company incorporated in England and Wales under number 00395826 whose registered office is at 5 Churchill Place, Canary Wharf, London, E14 5HU, United Kingdom (formerly of 130 Wilton Road, London, SW1V 1LQ, United Kingdom) ("the Assignor" which expression shall include its successors and assigns).

## AND

Heery International, Inc. a company incorporated in Georgia, United States of America under number J603076 whose registered office is at 999 Peachtree St Ne, Atlanta, GA, 30309, United States of America ("the Assignee" which expression shall include its successors and assigns),

(each of the Assignor and the Assignee being a party and the Assignor and the Assignee together being the parties).

## RECITALS:

- (A) The Assignor is the proprietor of the trade marks (the "Trade Marks") the subject of the registrations (the "Registrations") details of which are set out in the Schedule hereto and form part of this Deed.
- (B) The Assignor has agreed to assign all its right, title, interest and property in and to the Trade Marks and the Registrations, together with all ancillary rights relating thereto to the Assignee upon the following terms.

## OPERATIVE PROVISIONS:

### 1. Assignment

Effective on and from the date of this Deed, the Assignor hereby assigns to the Assignee with full title guarantee all of its right, title and interest in and to the Trade Marks and the Registrations together with (i) all goodwill associated with such Trade Marks; and (ii) the right to bring and defend proceedings, and to obtain and retain any relief recovered (including damages or an account of profits), in respect of every act of infringement or other cause of action arising from ownership of the Trade Marks whether occurring before, on or after the date of this Deed.

### 2. Moral Rights

The Assignor waives any moral rights granted by sections 77 to 89 of the Copyright, Designs and Patents Act 1988 (and any broadly equivalent rights granted anywhere else in the world) that may subsist in any part of the Trade Marks, and shall procure the waiver of any such rights by any authors of the Trade Marks.

### 3. Further assurance

- a. The Assignor agrees (at the Assignee's request) at its own cost to use all reasonable endeavours to promptly execute such documents and perform such acts as may be necessary for securing, completing or vesting in the Assignee full right, title and interest in and to the Trade Marks or as otherwise may reasonably be required or desired by the Assignee to give effect to this Deed.
- b. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this Deed.

#### **4. Warranties**

The Assignor warrants that:

- a. the Assignor has the right, power and authority to enter into this Deed and assign to the Assignee the rights contemplated in this Deed;
- b. the Assignor is the:
  - i. sole registered proprietor of the Registrations;
  - ii. sole proprietor of any unregistered Trade Marks; and
- c. the Registrations are valid and subsisting and are not subject to any challenges (whether actual, pending or threatened) in relation to the ownership, use or validity.

#### **5. Entire agreement**

- a. The parties agree that this Deed constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- b. Each party acknowledges that it has not entered into this Deed in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Deed. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Deed.

#### **6. Notices**

- a. Notices under this Deed shall be in writing and sent to a party's registered office as set out on the first page of this Deed (or to the fax number or email address set out below). Notices may be given, and shall be deemed received:
  - i. by first-class post: two Business Days after posting;
  - ii. by airmail: seven Business Days after posting; and
  - iii. by hand: on delivery.
- b. This clause does not apply to notices given in legal proceedings or arbitration.

#### **7. Announcements**

No announcement or other public disclosure concerning this Deed or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction.

#### **8. Variation**

No variation of this Deed shall be valid or effective unless it is in writing, refers to this Deed and is duly signed or executed by, or on behalf of, each party.

**9. Transfer of rights**

No party may assign, subcontract or encumber any right or obligation under this Deed, in whole or in part, without the other's prior written consent (such consent not to be unreasonably withheld or delayed).

**10. Severance**

If any provision of this Deed (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Deed shall not be affected.

**11. Waiver**

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Deed shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Deed shall prevent any future exercise of it or the exercise of any other right, power or remedy.

**12. Third party rights**

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

**13. Governing law**

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

**14. Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or its formation (including non-contractual disputes or claims).

**15. Counterparts**

- a. This Deed may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original, and such counterparts taken together shall constitute one and the same Deed.
- b. Each party may evidence their execution of this Deed by transmitting by email a signed signature page of this Deed in PDF format together with the final version of this Deed in PDF or Word format, which shall constitute an original signed counterpart of this Deed. Each party adopting this method of execution will, following circulation by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.

EXECUTED as a deed by the parties and delivered on the date set out at the head of this Deed.

Executed as a deed by Balfour Beatty plc acting by a Director in the presence of a witness:	<p><u>Philip Harris</u> Director</p> <p><u>[Signature]</u> Witness</p> <p>Print Name: <u>LISA NICHOLS</u> Address: <u>5 Chancery Lane</u> <u>Canary Wharf, City of London</u> Occupation: <u>CA</u></p>
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Executed as a deed by Heery International, Inc. acting by two Authorised Signatories:	<p>..... Authorised Signatory</p> <p>..... Authorised Signatory</p>
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EXECUTED as a deed by the parties and delivered on the date set out at the head of this Deed.

Executed as a deed by Balfour Beatty plc acting by a Director in the presence of a witness:

.....  
Director

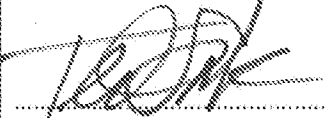
.....  
Witness

Print Name: .....

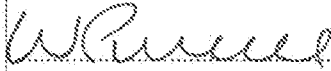
Address: .....

.....  
Occupation: .....

Executed as a deed by Heery International, Inc. acting by two Authorised Signatories:



.....  
Authorised Signatory










.....  
Authorised Signatory

**THE SCHEDULE**

The Registrations comprise the following:

**1 Registered Trade Marks**

Country	Mark	App. No./Reg. No.	Status/Key Dates	Classes
European Union (EUTM)	<u>Heery and Design</u> 	RN: 002957546 AN: 002957546	Filed: November 22, 2002 Registered: June 22, 2004 Expiration Date: November 22, 2022	16, 35, 37, 42
Republic of Korea	<u>Heery</u> 	RN: 4101924450000 AN: 4120080024404	Filed: September 11, 2008 Application Published: September 10, 2009 Registered: December 9, 2009	37, 42
United Arab Emirates	<u>Heery</u> 	AN: 114626	Filed: June 12, 2008 Application Published: October 31, 2010 Expiration Date: June 12, 2018	35
United Kingdom	<u>HEERY and Design</u> (Series of 4)    	RN: 2309208 AN: 2309208	Registered: February 21, 2003 Filed: August 29, 2002 Application Published: November 6, 2002 Registered: February 21, 2003 Expiration Date: August 29, 2022	16, 35, 37, 42
US Federal	<u>HEERY</u>	RN: 2994284 SN: 78313461	Renewed Principal Register - Sec. 2(F) September 13, 2015 Int'l Class: 35,37,42 First Use: 1952 Filed: October 14, 2003 Application Published: June 21, 2005 Registered: September 13, 2005	35, 37, 42

**2 Unregistered Trade Marks**

Description of trade mark	Date of first use	Territory of use	Description of goods and services in respect of which trade mark is used
HEERY	1952	United States of America	Architecture, interior design, engineering, construction management, program management, and commissioning.