

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471598

<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>
Daisy IT Continuity Consulting Limited		09/30/2017	Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Daisy Holdings Limited		
<b>Street Address:</b>	Lindred Road Business Park		
<b>Internal Address:</b>	Daisy House		
<b>City:</b>	Nelson, Lancashire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	BB9 5SR		
<b>Entity Type:</b>	Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4595111	SHADOW-PLANNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048538806		
<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>	404.853.8000		
<b>Email:</b>	juliemurphy@eversheds-sutherland.com		
<b>Correspondent Name:</b>	Eversheds Sutherland (US) LLP		
<b>Address Line 1:</b>	999 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3996		
<b>ATTORNEY DOCKET NUMBER:</b>	Daisy IT Consulting		
<b>NAME OF SUBMITTER:</b>	Julie Murphy		
<b>SIGNATURE:</b>	/JCM/		
<b>DATE SIGNED:</b>	04/27/2018		
<b>Total Attachments: 5</b>			
source=Daisy Holdings Assignment#page1.tif			
source=Daisy Holdings Assignment#page2.tif			
source=Daisy Holdings Assignment#page3.tif			

CH \$40.00 4595111

source=Daisy Holdings Assignment#page4.tif

source=Daisy Holdings Assignment#page5.tif

---

**Dated:** 30<sup>th</sup> September 2017

- (1) Daisy IT Continuity Consulting Limited
- (2) Daisy Holdings Limited

---

**Deed of Assignment of trade mark registrations**

---

**THIS DEED** is made on 30<sup>th</sup> September 2017

**BETWEEN**

- (1) Daisy IT Continuity Consulting Limited (registered number 07106472) whose registered office is at Daisy House, Lindred Road Business Park, Nelson, Lancashire, BB9 5SR ("**the Assignor**"); and
- (2) Daisy Holdings Limited (registered number 3974683) whose registered office is at Daisy House, Lindred Road Business Park, Nelson, Lancashire, BB9 5SR ("**the Assignee**").

**WHEREAS**

- (A) The Assignor is the legal and beneficial owner of the trade mark registrations, details set out in the attached Schedule ("**the Trade Marks**");
- (B) The parties have agreed that the Trade Marks should be assigned by the Assignor to the Assignee for the consideration and on the terms and subject to the conditions set out in this Assignment.

NOW THIS DEED OF ASSIGNMENT WITNESSETH as follows:

**1. ASSIGNMENT**

1.1 In consideration of the payment of the sum of £1 by the Assignee to the Assignor the receipt of which the Assignor expressly acknowledges, the Assignor assigns to the Assignee absolutely and with full title guarantee all its right, title and interest in and to the Trade Marks free from any lien, charge or encumbrance, together with:

- 1.1.1 all statutory and common law rights attached to the Trade Marks, together with all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services for which the Trade Marks are registered or used; and
- 1.1.2 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 arising from ownership, of any of the Trade Marks whether occurring before, on, or after the date of this assignment.

**2. FURTHER ASSURANCE**

- 2.1 In the event that the validity or ownership of the Trade Marks is challenged and the Assignor has advice or has or can procure information which may assist in meeting and defeating or reducing the effect of such challenge the Assignor agrees to supply such advice and/or to supply or procure the supply of such information without any undue delay but subject to the right to charge the Assignee reasonable out of pocket expenses incurred in pursuance of this provision.
- 2.2 The Assignor shall, and shall use all reasonable endeavours to procure that any third party shall, execute such further documents and do such further acts as the Assignee may reasonably request from time to time to give full effect to this Assignment and to secure to the Assignee the full benefits of the rights in this Assignment.

2.3 The Assignor agrees to execute such further documents, and take such actions and do such things, as may be reasonably requested by the Assignee to give full effect to the terms of this Deed and to secure the full right, title and interest of the Assignee in the Trade Marks.

3. **LAW**

The formation, existence, construction, performance, validity and all aspects whatsoever of this Deed or of any term of this Deed shall be governed and construed in accordance with the laws of England and Wales and both parties hereby submit to the exclusive jurisdiction of the courts of England and Wales (including for any non-contentious disputes or claims).

This document has been executed and delivered as a deed on the date stated at the beginning of this document.

## THE SCHEDULE

### The Trade Marks

Country	Mark	Registration Number	Filing Date	Classes
Australia	SHADOW-PLANNER	1355069	8 April 2010	9, 35, 38, 42
Canada	SHADOW-PLANNER	TMA903766	16 April 2010	N/A
EU	SHADOW-PLANNER	008963191	18 March 2010	9, 35, 38, 42
New Zealand	SHADOW-PLANNER	822164	8 April 2010	9, 35, 38, 42
South Africa	SHADOW-PLANNER	2010/08044	16 April 2010	9
South Africa	SHADOW-PLANNER	2010/08045	16 April 2010	35
South Africa	SHADOW-PLANNER	2010/08046	16 April 2010	38
South Africa	SHADOW-PLANNER	2010/08047	16 April 2010	42
USA	SHADOW-PLANNER	4595111	7 April 2010	9, 35, 42

Executed as a deed by  
**Daisy IT Continuity Consulting Limited** )  
acting by one director )  
in the presence of: )



Signature of director

Date of execution: 30<sup>th</sup> September 2018 7

Place of execution: Nelson, Lancashire

Witness Signature: *K Simpson*

Witness Name: *Kaylie Simpson*

Witness Address: *Daisy House, Hundred Road Business Park,  
Nelson, BB9 5SR*

Executed as a deed by  
**Daisy Holdings Limited** )  
acting by one director )  
in the presence of: )



Signature of director

Date of execution: 30<sup>th</sup> September 2018 7

Place of execution: Nelson, Lancashire

Witness Signature: *K Simpson*

Witness Name: *Kaylie Simpson*

Witness Address: *Daisy House, BB9 5SR*