

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NorthgateArinso UK Limited		11/29/2017	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Northgate Information Solutions Holdings Limited		
Street Address:	Peoplebuilding 2, Peoplebuilding Estate		
Internal Address:	Maylands Avenue, Hemel Hempstead		
City:	Hertfordshire, H2 4NW		
State/Country:	UNITED KINGDOM		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4120389	NGA	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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>			
Phone:	3172361313		
Email:	dwong@btlaw.com		
Correspondent Name:	David A.W. Wong		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204-3535		
ATTORNEY DOCKET NUMBER:	53190-113639		
NAME OF SUBMITTER:	David A.W. Wong		
SIGNATURE:	/dwong/		
DATE SIGNED:	09/25/2018		
Total Attachments: 7			
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TRADE MARK AND DOMAIN NAME TRANSFER AGREEMENT

THIS ASSIGNMENT is dated 29 November 2017 (this “**Assignment**”)

BETWEEN

- (1) **NORTHGATEARINSO UK LIMITED**, a private limited company incorporated in England and Wales with registered number 01587537, whose office is at Peoplebuilding 2, Peoplebuilding Estate, Maylands Avenue, Hemel Hempstead, Hertfordshire, H2 4NW; and
- (2) **NORTHGATEARINSO IRELAND LIMITED**, a private limited company incorporated in Ireland with registered number 343634, whose office is at the Cubes Office, Beacon South Quarter, Sandyford, Dublin;

(each an “**Assignor**” and together, the “**Assignors**”); and

- (3) **NORTHGATE INFORMATION SOLUTIONS HOLDINGS LIMITED**, a private limited company incorporated in England and Wales with registered number 02762332, whose office is at Peoplebuilding 2, Peoplebuilding Estate, Maylands Avenue, Hemel Hempstead, Hertfordshire, H2 4NW;

(the “**Assignee**”),

referred to hereinafter collectively as the “**Parties**” and each individually as a “**Party**”.

WHEREAS

- (A) The Assignors are the registered owners of the Registered Intellectual Property (as defined below).
- (B) NorthgateArinso Inc., Rebus HR Management Limited, Rebus Human Resources Limited, Colour Bidco Limited and Colour Bidco (US), Inc. are parties to a share purchase agreement relating to the sale and purchase of the entire issued share capital of Pro-IV Technology LLC, Moorepay Group Limited and NorthgateArinso UK Limited dated 6 October 2017 (the “**SPA**”).
- (C) Pursuant to the SPA, the Assignors have agreed to assign all their rights, title and interest in and to the Registered Intellectual Property to the Assignee on the terms set out in this Assignment.

IT IS HEREBY AGREED AS FOLLOWS

1. INTERPRETATION

- 1.1. Capitalised terms used herein but not defined herein shall have the meanings set forth in the SPA.
- 1.2. The following definitions apply in this Assignment:

“**Registered Intellectual Property**” means the Trade Marks and Domain Names, and any goodwill related thereto.

"**Domain Names**" means the internet domain names specified in Part 2 of the Schedule;

"**Trade Marks**" means the trade mark registrations and applications specified in Part 1 of the Schedule.

2. ASSIGNMENT

In consideration of the promises and covenants set forth herein and in the SPA, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Assignors), the Assignors hereby assign and transfer to the Assignee, absolutely with full title guarantee:

- (a) all of the Assignors' legal and beneficial rights, titles and interests in and to the Registered Intellectual Property; and
- (b) any rights that the Assignors have to:
 - (i) sue for and recover damages and other remedies for any past, present and future infringement, dilution or violation of the Registered Intellectual Property including rights in passing off; and
 - (ii) rely on the Registered Intellectual Property in order to challenge or oppose the application or registration of any sign or trade mark by any third party,

irrespective of whether such infringement, dilution or violation occurred following, or prior to, the date of this Assignment.

3. FURTHER ASSURANCE

The Assignors shall, at the Assignee's sole cost and expense, do all further acts and things and execute and deliver to the Assignee such further assignments and other documents with respect to the Registered Intellectual Property, as the Assignee shall reasonably request for the purpose of giving full effect to this Assignment and enabling the Assignee to obtain full title, ownership and control in and of the Registered Intellectual Property.

4. GENERAL PROVISIONS

This Assignment along with its Schedule, together with the SPA, constitute the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof. This Assignment may not be supplemented, altered, or modified in any manner except in writing signed by all Parties hereto. The failure of any Party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.

5. COUNTERPARTS

This Assignment may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute together the same document.



6. APPLICABLE LAW

This Assignment will be governed by the laws of England and Wales, and the courts of England shall have exclusive jurisdiction to settle disputes arising from, or connected with same.

SCHEDULE

Part 1: Trade Marks

No.	Trade Mark	Jurisdiction	Application No.	Registration No.	Status	Owner
1.	NORTHGATEARINSO	Australia (IR)	995966	995966	Registered	NorthgateArinso UK Limited
2.	PJIM	Canada	1491721	TMA839069	Registered	NorthgateArinso UK Limited
3.		EU	11424215	11424215	Registered	NorthgateArinso UK Limited
4.	NGA	China	8772544	8772544	Registered	NorthgateArinso UK Limited
5.	NGA	China	8772563	8772563	Registered	NorthgateArinso UK Limited
6.	NGA	China	8772545	877545	Registered	NorthgateArinso UK Limited
7.	NORTHGATEARINSO	EU (IR)	995966	995966	Registered	NorthgateArinso UK Limited
8.		India	2041006	2041006	Registered	NorthgateArinso UK Limited
9.	NORTHGATEARINSO	Morocco (IR)	995966	995966	Registered	NorthgateArinso UK Limited
10.	NORTHGATEARINSO	Russia (IR)	995966	995966	Registered	NorthgateArinso UK Limited
11.	NORTHGATEARINSO	Singapore (IR)	995966	995966	Registered	NorthgateArinso UK Limited
12.	NORTHGATEARINSO	Switzerland (IR)	995966	995966	Registered	NorthgateArinso UK Limited
13.	NORTHGATEARINSO	Turkey (IR)	995966	995966	Registered	NorthgateArinso UK Limited
14.	NGA	UK	2561425	2561425	Registered	NorthgateArinso UK Limited
15.	NORTHGATEARINSO	UK	2486510	2486510	Registered	NorthgateArinso UK Limited
16.	NORTHGATEARINSO HR INSIGHT	UK	2534371	2534371	Registered	NorthgateArinso UK Limited
17.	NGA	US	85/157848	4120389	Registered	NorthgateArinso UK Limited
18.		US	85741130	4726006	Registered	NorthgateArinso UK Limited

No.	Trade Mark	Jurisdiction	Application No.	Registration No.	Status	Owner
19.	 	UK	2634484	2634484	Registered	NorthgateArinso UK Limited

Part 2: Domain Names

No.	Domain Name	Expiry Date	Registrant Owner
1.	northgearinsoemployerservices.co.uk	22/2/2022	NorthgateArinso UK Limited
2.	ngahr.ie	29/10/2018	Northgearinso Ireland Limited
3.	ngahumanresources.co.uk	20/02/2018	NorthgateArinso UK Limited
4.	nga-hr.co.uk	12/10/2017	NorthgateArinso UK Limited
5.	nga-hr.uk	17/6/2018	NorthgateArinso UK Limited
6.	ngahumanresources.uk	17/6/2018	NorthgateArinso UK Limited
7.	northgearinsoistore.co.uk	14/9/2017	NorthgateArinso UK Limited
8.	northgatedms.co.uk	5/4/2018	NorthgateArinso UK Limited
9.	northgatedocview.co.uk	6/3/2018	NorthgateArinso UK Limited

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Assignment to be duly executed as of the date hereof.

EXECUTED by
NORTHGATEARINSO UK LIMITED
(as an **Assignor**)



acting by:

Director

EXECUTED by
NORTHGATEARINSO IRELAND
(as an **Assignor**)



acting by:

Director

EXECUTED by
NORTHGATE INFORMATION
SOLUTIONS HOLDING LIMITED
(as an **Assignee**)



acting by:

Director