

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501911

<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>
SKYVAL LIMITED		07/31/2018	Private Limited Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PRICEWATERHOUSECOOPERS LLP		
<b>Street Address:</b>	1 Embankment Place		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WC2N 6RH		
<b>Entity Type:</b>	Limited Partnership: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86051760	SKYVAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7329357122		
<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>	732-935-7100		
<b>Email:</b>	docketing@mtiplaw.com		
<b>Correspondent Name:</b>	Alan Taboada / Charles P. Guarino		
<b>Address Line 1:</b>	1030 Broad Street - Suite 203		
<b>Address Line 4:</b>	Shrewsbury, NEW JERSEY 07702		
<b>ATTORNEY DOCKET NUMBER:</b>	BECK003		
<b>NAME OF SUBMITTER:</b>	Charles P. Guarino		
<b>SIGNATURE:</b>	/Charles P. Guarino/		
<b>DATE SIGNED:</b>	12/13/2018		
<b>Total Attachments: 4</b>			
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## US TRADEMARK ASSIGNMENT

**THIS US TRADEMARK ASSIGNMENT** (this "Assignment") is effective as of 31 July 2018, by SKYVAL LIMITED, a private limited company incorporated in England and Wales (registered number 08353825), having its registered office at Second Floor, 77 Kingsway, London, WC2B 6SR, United Kingdom ("ASSIGNOR"), to PRICEWATERHOUSECOOPERS LLP, a limited partnership incorporated in England and Wales (company number OC303525), having its registered office at 1 Embankment Place, London WC2N 6RH, United Kingdom, ("ASSIGNEE").

**WHEREAS**, RISK FIRST (HOLDINGS) LIMITED entered into a share purchase agreement with PRICEWATERHOUSECOOPERS SERVICES LIMITED dated as of 31 July 2018 (the "Transfer Agreement"), pursuant to which, among other things, RISK FIRST (HOLDINGS) LIMITED agreed to purchase and PRICEWATERHOUSECOOPERS SERVICES LIMITED agreed to sell a 20 per cent interest in SKYVAL HOLDINGS LLP and on that same date the parties entered into a Trade Mark and Copyright Assignment by which the ASSIGNOR agreed to assign and transfer all Trade Marks and Copyright in relation to SKYVAL LIMITED;

**WHEREAS**, ASSIGNOR is the original owner of the US trademark application therefore listed on Exhibit A attached hereto (the "US Trademark"); and

**WHEREAS**, pursuant to the Transfer Agreement, ASSIGNOR has agreed to assign, and has assigned to ASSIGNEE all right, title and interest in and to the US Trademark and the goodwill associated therewith.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Transfer Agreement and the covenants and agreements in this Assignment, ASSIGNOR agrees as follows:

1. ASSIGNMENT.

a. ASSIGNOR hereby assigns absolutely to ASSIGNEE free from encumbrances (if and to the extent any of the same may not already have been assigned to the ASSIGNEE) all of ASSIGNOR's right, title and interest in and to the US Trademark, and that portion of the business of ASSIGNOR to which the US Trademark pertains, together with all of the goodwill attaching thereto and all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any misappropriation, misuse or infringement of the US Trademark and in respect of action for passing off in relation to same.

b. ASSIGNOR further covenants that at the request and cost of ASSIGNEE, ASSIGNOR will at all times hereafter do all such acts and execute all such documents as may reasonably be required by ASSIGNEE to give effect to this Assignment.

2. MISCELLANEOUS.

a. Subject to Transfer Agreement. This Assignment is executed pursuant to the Transfer Agreement and is entitled to the benefits thereof, and the US Trademark being conveyed hereunder, is hereby conveyed to ASSIGNEE subject to the terms and conditions contained in the Transfer Agreement.

b. Governing Law. This Assignment shall be governed and construed in accordance with the laws of England and Wales.

c. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by e-mail attachment shall be effective as delivery of a manually executed counterpart.

US PTOTM assignment

IN WITNESS WHEREOF, ASSIGNOR has executed and ASSIGNEE has acknowledged this Assignment, to be effective as of the date first set forth above.

SKYVAL LIMITED (ASSIGNOR)

By: \_\_\_\_\_

Name: RT STUART

Title: SECRETARY

Acknowledged:

PRICEWATERHOUSECOOPERS LLP (ASSIGNEE)

By: \_\_\_\_\_

Name: J. MAY

Title: PARTNER

**EXHIBIT A**

*United States Trademark Application*

Mark	Filing Date	Application No.	Classes
SKYVAL	29-Aug-2013	86/051760	09,35,36