

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546665

<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>
Halcyon Software Holdings Limited		08/30/2019	limited company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Help/Systems International Limited		
<b>Street Address:</b>	Sentinel House, Building B		
<b>Internal Address:</b>	Harvest Crescent, Fleet		
<b>City:</b>	Hampshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	GU51 2UZ		
<b>Entity Type:</b>	Private 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>	3648231	HALCYON SOFTWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6157822200		
<b>Email:</b>	alexandra.mackay@stites.com		
<b>Correspondent Name:</b>	Alexandra MacKay		
<b>Address Line 1:</b>	401 Commerce Street		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	S & H Nashville, LLC		
<b>Address Line 1:</b>	401 Commerce Street		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>NAME OF SUBMITTER:</b>	Alexandra MacKay		
<b>SIGNATURE:</b>	/Alex/		

OP \$40.00 3648231

<b>DATE SIGNED:</b>	10/25/2019
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**Total Attachments: 7**

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DATED 30 August 2019

HALCYON SOFTWARE HOLDINGS LIMITED (1)

and

HELP/SYSTEMS INTERNATIONAL LIMITED (2)

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ASSIGNMENT OF INTELLECTUAL PROPERTY

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WALKER MORRIS LLP  
Ref: HSI00006.18

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THIS AGREEMENT is made on

20 August

2019

**BETWEEN:**

- (1) **HALCYON SOFTWARE HOLDINGS LIMITED** (company number: 06294339) whose registered office is at Office 2, Building 2 Sentinel House, Harvest Crescent, Ancells Business Park, Fleet, Hampshire GU51 2UZ (the **Assignor**); and
- (2) **HELP/SYSTEMS INTERNATIONAL LIMITED** (company number: 04172068) whose registered office is at Sentinel House, Building B, Harvest Crescent, Fleet, Hampshire GU51 2UZ (the **Assignee**).

**BACKGROUND**

At 12:01am on 1 April 2019 the Assignor assigned to the Assignee all of its right title and interest in and to the beneficial interest in the Assigned Rights and the parties have agreed to enter into this agreement to transfer the legal interest in the Assigned Rights to the Assignee.

**IT IS AGREED AS FOLLOWS:**

**1 INTERPRETATION**

- 1.1 In this agreement and the schedule, the following words have the following meanings:
  - Assigned Rights** the Trade Marks, the Software, the Confidential Information and all other Intellectual Property Rights owned by the Assignor;
  - Business Day** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
  - Confidential Information** all information relating to or comprised in the Software which is not public knowledge and has not been disclosed to third parties, including all know-how and trade secrets;
  - Intellectual Property Rights** patents, rights to inventions, copyright and related rights, trade marks and services marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software including all source code and object code, all works or material recorded or embodied in software including audio or visual content in any user interface, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;
  - Software** all software products sold, used or operated by the Assignor under or by reference to the Trade Marks, including but not limited to, Halcyon; and
  - Trade Marks** the registered trade marks short particulars of which are set out in the Schedule.
- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement. The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule. References to clauses and the Schedule are to the clauses and the schedule of this agreement.
- 1.3 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular and a reference to one gender shall include a reference to the other genders.
- 1.4 **Writing or written** includes faxes but not e-mail.

1.5 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. The phrases "**to the extent**" and "**to the extent that**" shall not be interpreted as simply having the same meaning as "if".

1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

## 2 ASSIGNMENT

In consideration of the sum of £1 (which amount shall be left outstanding as an intercompany loan repayable by the Assignee to the Assignor on demand and such loan having a rate of interest to be agreed between the Assignee and the Assignor), the Assignor assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the legal interest in the Assigned Rights, including:

- 2.1 all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used;
- 2.2 any and all Intellectual Property Rights in the Software;
- 2.3 all rights in and to the Confidential Information and the full and unfettered and exclusive right throughout the world to use the Confidential Information for any purpose whatsoever;
- 2.4 all other rights in the Assigned Rights of whatever nature; and
- 2.5 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 Assigned Rights whether occurring before, on, or after the date of this agreement.

## 3 WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## 4 ENTIRE AGREEMENT

This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

## 5 VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 6 SEVERANCE

If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected. If any invalid, unenforceable or illegal provision of this

agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 7 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

## 8 THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

## 9 NOTICES

9.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to the party required to receive the notice or communication at the addresses referred to above.

9.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in this clause, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

9.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.




## 10 GOVERNING LAW AND JURISDICTION

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

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

**IN WITNESS** of which the parties to this agreement have executed it as a deed and delivered it on the date first written in this agreement.

## SCHEDULE – TRADE MARKS

Territory	Trade Mark	Image	Trade Mark No.	Filing Date	Renewal Date	Class(es)
EU	HALCYON SOFTWARE	n/a		07/07/2010	07/07/2020	9
EU	n/a		10174696	04/08/2011	04/08/2021	9
US	HALCYON SOFTWARE	HALCYON SOFTWARE	3648231	17/09/2007	01/07/2019	9
International Designated – US, Australia, Japan, China.	n/a		1090940	08/08/2011	08/08/2021	9
International Designated – Japan, China	HALCYON SOFTWARE	n/a	1089999	08/08/2011	08/08/2021	9
Australia	HALCYON SOFTWARE	n/a	1373492	20/07/2010	20/07/2020	9
Australia	n/a		1452053	08/08/2011	08/08/2021	9



EXECUTED (but not delivered until the date written at the start of this deed) AS A DEED by HALCYON SOFTWARE HOLDINGS LIMITED acting by a director in the presence of:

Signature of a director  
DAN MAYLEBEN  
Name of director (BLOCK CAPITALS)

Witness' signature:

Witness' name (BLOCK CAPITALS):  
Witness' address:

KYLE HOFMANN  
6455 CITY WEST PARKWAY  
EDEN PRAIRIE, MN 55344 USA

Witness' occupation:

ATTORNEY

EXECUTED (but not delivered until the date written at the start of this deed) AS A DEED by HELP/SYSTEMS INTERNATIONAL LIMITED acting by a director in the presence of:

Signature of a director  
Kete Bolsoth  
Name of director (BLOCK CAPITALS)

Witness' signature:

Witness' name (BLOCK CAPITALS):  
Witness' address:

KYLE HOFMANN  
6455 CITY WEST PARKWAY  
EDEN PRAIRIE, MN 55344 USA

Witness' occupation:

ATTORNEY