

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547377

<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>
Telegram Messenger LLP		10/11/2018	Limited Liability Partnership: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Telegram Systems LLP		
<b>Street Address:</b>	8 Kean Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WC2B 4AS		
<b>Entity Type:</b>	Limited Liability Partnership: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4627481	TELEGRAM	
<b>Registration Number:</b>	4642096	TELEGRAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2039757180		
<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>	2039757505		
<b>Email:</b>	christina.london@lockelord.com		
<b>Correspondent Name:</b>	Locke Lord LLP		
<b>Address Line 1:</b>	201 Broad Street		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>ATTORNEY DOCKET NUMBER:</b>	1513726.00077		
<b>NAME OF SUBMITTER:</b>	Christina London		
<b>SIGNATURE:</b>	/christina london/		
<b>DATE SIGNED:</b>	10/31/2019		
<b>Total Attachments: 14</b>			
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EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT DEED

This INTELLECTUAL PROPERTY ASSIGNMENT DEED (this "Assignment"), dated 4 October, 2018 (the "Effective Date"), is by and between Telegram Messenger LLP, a limited liability partnership organized under the laws of the United Kingdom with a registered address of 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ ("Assignor"), and Telegram Systems LLP, a limited liability partnership organized under the laws of the United Kingdom with a registered address of 8 Kean Street, London, WC2B 4AS ("Assignee"), (each a "Party" and collectively, the "Parties").

WHEREAS, Assignor has agreed to assign, transfer and convey to Assignee all of Assignor's right, title, and interest in and to the Assigned IP.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration including one pound sterling (£1), the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment of Intellectual Property. Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Intellectual Property owned by Assignor or any of its affiliates as of or after the Effective Date, including any Intellectual Property that was, or will in the future be, created or developed for Assignor by any employees, independent contractors or consultants of Assignor and including, but not limited to, the Intellectual Property registrations set forth on Schedule A (together, the "Assigned IP"). The Assignee accepts such assignment, transfer and conveyance. The Assignor does hereby undertake to carry out all such necessary actions to assign, transfer and convey all of Assignor's right, title and interest in and to the Assigned IP to the Assignee. For the purposes of this Agreement, "Intellectual Property" shall mean all intellectual property and industrial property rights and rights in confidential information of every kind and description throughout the world, including all U.S. and foreign (i) patents, patent applications, invention disclosure, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, (ii) trademarks, service marks, names, corporate names, trade names, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and copyrightable subject matter, (iv) rights in computer programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing, (v) trade secrets and all other confidential information, ideas, know-how, inventions, proprietary processes, formulae, models and methodologies, (vi) moral rights and rights of attribution and integrity, (vii) social media addresses and accounts and usernames, account names and identifiers (whether textual, graphic, pictorial or otherwise), and sub-domain names and personal URLs used or acquired in connection with a third-party website, (viii) all

rights in the foregoing and in other similar intangible assets, (ix) all applications and registrations, and any renewals extensions and reversions, for the foregoing, and (x) all rights and remedies against past, present, and future infringement, misappropriation or other violation thereof.

2. Representations and Warranties. The Assignor represents and warrants to the Assignee that:

- (a) the Assignor owns the Assigned IP; and
- (b) the Assigned IP does not infringe, misappropriate, dilute, or otherwise violate any third party's Intellectual Property rights or other rights.

3. Variation. No variation of this Assignment shall be effective unless it is in writing (which, for this purpose, does not include email) and signed by or on behalf of each of the Parties. The expression "variation" shall, in each case, include any variation, supplement, deletion or replacement however effected.

4. Governing Law. This Assignment and any claim, dispute or difference (including non-contractual claims, disputes or differences) arising out of, or in connection with, it or its subject matter shall be governed by, and construed in accordance with, English law.

5. No Third-Party Beneficiaries. The Parties do not intend that any term of this Assignment should be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise. Notwithstanding the foregoing sentence or any benefits conferred by this Assignment on any third party by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, the Parties may amend, vary, waive, terminate or rescind this Assignment at any time and in any way without the consent of any third party.

6. Successors and Assigns. The respective rights and obligations of Assignor and Assignee herein contained shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors and permitted assigns.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. Invalidity. If at any time any provision of this Assignment shall be held to be illegal, void, invalid or unenforceable in whole or in part under any enactment or rule of applicable law in any jurisdiction, then: (a) such provision shall (i) to the extent that it is illegal, void, invalid or unenforceable be given no effect and shall be deemed not to be included in this Assignment; and (ii) not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Assignment, or the legality, validity or enforceability under the applicable law of any other jurisdiction of such provision or any other provision of this Assignment; and (b) the Parties shall use all reasonable endeavours to replace such a provision

with a valid and enforceable substitute provision which carries out, as closely as possible, the intentions of the Parties under this Assignment.

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SCHEDULE A

Trademarks

Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	Albania	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Antigua & Barbuda	9, 38, 42	Pending	2014-04-16		N/A	1229215	Telegram Messenger LLP
TELEGRAM	Armenia	9, 38, 42	Registered	2014-04-16		2016-06-17	1229215	Telegram Messenger LLP
TELEGRAM	Australia	9, 38, 42	Registered	2014-04-16	1892046	2014-04-29	1229215/ 1892046	Telegram Messenger LLP
TELEGRAM	Australia	9	Registered	2014-04-16	1774252	2014-04-29	1774252	Telegram Messenger LLP
TELEGRAM	Azerbaijan	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Bahrain	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Belarus	9, 35, 38, 41, 42, 45	Registered	2015-12-22	20152814	2017-12-06	62080	Telegram Messenger LLP
TELEGRAM	Bhutan	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	Bosnia Herzegovina	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Bosnia Herzegovina	9, 38	Registered	2014-04-16		2014-04-16	BAZ1619497	Telegram Messenger LLP
TELEGRAM	Botswana	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Brazil	9	Registered	2015-02-25		2017-07-25	909030308	Telegram Messenger LLP
TELEGRAM	Brazil	38	Registered	2015-02-25		2017-07-25	909030553	Telegram Messenger LLP
TELEGRAM	Brazil	42	Registered	2015-02-25	1648111	2017-08-29	909030642	Telegram Messenger LLP
TELEGRAM	Canada	9, 38, 42	Pending	2014-04-30	1675027	N/A	N/A	Telegram Messenger LLP
TELEGRAM	China	9	Registered	2015-12-15		2017-01-21	18600580	Telegram Messenger LLP
TELEGRAM	China	38	Registered	2015-12-15		2017-01-21	18600581	Telegram Messenger LLP
TELEGRAM	China	42	Registered	2015-12-15		2017-01-21	18600582	Telegram

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
						21		Messenger LLP
TELEGRAM	Colombia	9, 38, 42	Registered	2014-04-16		2014-04- 29	1229215	Telegram Messenger LLP
TELEGRAM	Madrid Protocol	9, 38, 42	Registered	2014-04-29		2014-04- 29	1229215	Telegram Messenger LLP
TELEGRAM	Egypt	9, 38, 42	Registered	2014-04-16		2014-04- 29	1229215	Telegram Messenger LLP
BOTSTORE	EU	9, 35, 42	Registered	2015-07-07		2017-12- 13	014340046	Telegram Messenger LLP
TELEGRAM BOTSTORE & Design	EU	9, 35, 38	Registered	2017-06-19		2017-10- 19	016886772	Telegram Messenger LLP
TELEGRAM	EU	9, 38, 42	Registered	2014-04-16		2015-09- 17	012800587	Telegram Messenger LLP
TELEGRAM	Georgia	9, 35, 38, 41, 42, 45	Registered	2015-12-17		2017-04- 19	M 28382	Telegram Messenger LLP
TELEGRAM	Ghana	9, 38, 42	Registered	2014-04-16		2014-04- 29	1229215	Telegram Messenger LLP
TELEGRAM	Iceland	9, 38, 42	Registered	2014-04-16		2014-04- 29	1229215	Telegram Messenger LLP

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	Iceland	9, 38	Registered	2014-04-16		2016-09-30	V0100854	Telegram Messenger LLP
TELEGRAM	India	9, 38, 42	Pending	2014-04-16		N/A	1229215	Telegram Messenger LLP
TELEGRAM	Indonesia	9	Registered	2015-05-25	D00.2015.022064	TBC	IDM000585023	Telegram Messenger LLP
TELEGRAM	Indonesia	38	Pending	2015-05-25	J00.2015.022065	N/A	N/A	Telegram Messenger LLP
TELEGRAM	Indonesia	42	Pending	2015-05-25	J00.2015.022066	N/A	N/A	Telegram Messenger LLP
TELEGRAM	Iran	9, 38, 42	Pending	2014-04-16		N/A	1229215	Telegram Messenger LLP
TELEGRAM	Israel	9, 38, 42	Registered	2014-04-16	271022	2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Japan	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Japan	9	Registered	2014-04-29	2016-064126	2016-10-21	5890542	Telegram Messenger LLP
TELEGRAM	Kazakhstan	9	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	Kenya	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	LLP Telegram Messenger LLP
TELEGRAM	Kyrgyzstan	9, 35, 38, 41, 42 and 45	Registered	2015-12-09	20150702.3	2016-12-27	14220	Telegram Messenger LLP
TELEGRAM	Liberia	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Lesotho	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Macedonia	9, 38, 42	Registered	2014-04-29		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM & Design	Madagascar	9, 38, 42	Registered	2014-04-16		2016-03-09	17141	Telegram Messenger LLP
TELEGRAM	Malaysia	9	Registered	2015-02-26		2017-01-16	2015002292	Telegram Messenger LLP
TELEGRAM	Malaysia	38	Registered	2015-02-26		2017-01-03	2015002291	Telegram Messenger LLP
TELEGRAM	Malaysia	42	Registered	2015-02-26		2017-07-19	2015002290	Telegram Messenger LLP

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	Mexico	9, 38, 42,	Registered	2014-04-16		2017-07-05	1229215	Telegram Messenger LLP
TELEGRAM	Moldova	9, 42	Registered	2014-04-29		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Monaco	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Monaco	9, 38, 42	Registered	2016-05-13	33649	2016-06-14	16.00284	Telegram Messenger LLP
TELEGRAM	Mongolia	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM & Design	Montenegro	9, 38, 42	Registered	2016-02-10	Z-2016-54	2016-12-23	13368	Telegram Messenger LLP
TELEGRAM	Morocco	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Morocco	9, 38	Registered	2014-04-16	176301	2014-04-29	176301	Telegram Messenger LLP
TELEGRAM	Mozambique	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Namibia	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	New Zealand	9, 38, 42	Registered	2014-04-16	1011612	2014-04-16	1229215	Telegram Messenger LLP
TELEGRAM	New Zealand	9	Registered	2014-04-16	1048039	2014-04-16	1048039	Telegram Messenger LLP
TELEGRAM	Oman	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Philippines	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM & Design	Russia	9, 38, 42	Pending	2014-04-16	2016734226	N/A	N/A	Telegram Messenger LLP
TELEGRAM	Russia	9	Registered	2016-05-30	2016718982	2018-08-14	666985	Telegram Messenger LLP
TELEGRAM	Rwanda	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	San Marino	9, 38, 42	Registered	2014-04-29		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	San Marino	9, 38	Registered	2014-04-29		2017-07-18	SM-M-201600073	Telegram Messenger LLP
TELEGRAM	Sao Tome	9, 38,	Registered	2014-04-16		2014-04-	1229215	Telegram

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Mark	Jurisdiction and Principe	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
		42				29		Messenger LLP
TELEGRAM	Saudi Arabia	9	Registered	2015-07-11		2015-10-03	1436020341	Telegram Messenger LLP
TELEGRAM	Saudi Arabia	38	Registered	2015-07-11		2015-10-03	1436020342	Telegram Messenger LLP
TELEGRAM	Saudi Arabia	42	Registered	2015-07-11		2015-10-03	1436020343	Telegram Messenger LLP
TELEGRAM & Design	Serbia	9, 38, 42	Registered	2016-01-26	Z-2016-124	2017-01-26	71921	Telegram Messenger LLP
TELEGRAM	Sierra Leone	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Singapore	9, 38, 42	Registered	2014-04-16	40201402898	2014-04-29	1229215 \\ 40201402898	Telegram Messenger LLP
TELEGRAM	Singapore	9, 38	Registered	2014-04-16		2014-04-29	40201608875Q	Telegram Messenger LLP
TELEGRAM & Design	South Korea	9, 38, 42	Registered	2016-01-14	45-2016- 0000368	2017-01-23	45-0071064	Telegram Messenger LLP
TELEGRAM	Sudan	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	Swaziland	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Switzerland	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Switzerland	9, 38	Registered	2014-04-16		2016-12-19	696723	Telegram Messenger LLP
TELEGRAM	Syria	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Syria	9	Registered	2016-05-02	4373	2017-12-12	136850	Telegram Messenger LLP
TELEGRAM	Syria	38	Registered	2016-05-02	4374	2018-01-04	136981	Telegram Messenger LLP
TELEGRAM	Tajikistan	9	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Tajikistan	9, 38	Registered	2014-04-16	16013975	2017-01-26	12321	Telegram Messenger LLP
TELEGRAM	Tunisia	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Turkey	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	Turkey	9	Registered	2014-04-16	2015/00582	2014-04-29	2015/00582	LLP Telegram Messenger LLP
TELEGRAM	Turkmenistan	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Ukraine	9, 38, 42	Registered	2014-04-16		2015-12-09	1229215	Telegram Messenger LLP
TELEGRAM	Ukraine	9, 38	Registered	2014-04-16	m201608626	2016-04-29	218873	Telegram Messenger LLP
TELEGRAM	United States	9	Registered	2013-11-12	86/117,716	2014-10-28	4,627,481	Telegram Messenger LLP
TELEGRAM	United States	38	Registered	2013-07-15	86/010,749	2014-11-18	4,642,096	Telegram Messenger LLP
TELEGRAM	Uzbekistan	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP
TELEGRAM	Zambia	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Messenger LLP

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IN WITNESS WHEREOF, this Assignment has been executed as a deed and is delivered and takes effect on the date first written above.

EXECUTED as a DEED by

TELEGRAM SYSTEMS LLP, acting by  
TELEGRAM MESSENGER INC, a  
designated member and Managing Partner of  
Telegram Systems LLP, in the presence of:

  
.....  
Authorized signatory

(Signature of witness)



(Witness name)

ELIZABETH ROBERTSON

(Witness occupation)


SOLICITOR

(Witness address)

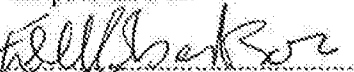
40 BANK STREET  
CANARY WHARF  
LONDON E14 5DS

EXECUTED as a DEED by

TELEGRAM MESSENGER LLP, acting  
by TELEGRAM MESSENGER INC, a  
designated member and Managing Partner of  
Telegram Messenger LLP, in the presence of:

  
.....  
Authorized signatory

(Signature of witness)



(Witness name)

ELIZABETH ROBERTSON

(Witness occupation)

SOLICITOR

(Witness address)

40 BANK STREET  
CANARY WHARF  
LONDON E14 5DS