

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rolls-Royce plc		01/30/2020	Public Limited Company: GREAT BRITAIN
RECEIVING PARTY DATA			
Name:	Rolls-Royce Controls and Data Services Inc.		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88629880	VISIUMKMS	
CORRESPONDENCE DATA			
Fax Number:	2029555564		
<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:	2024192404		
Email:	stephen.jeffries@hkllaw.com, ptdocketing@hkllaw.com		
Correspondent Name:	Stephen J. Jeffries		
Address Line 1:	800 17th Street NW, Suite 1100		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Stephen J. Jeffries		
SIGNATURE:	/Stephen J. Jeffries/		
DATE SIGNED:	01/30/2020		
Total Attachments: 3			
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OP \$40.00 88629880

TRADE MARK ASSIGNMENT

This Assignment is made the 30th day of JANUARY 2020 between

ROLLS-ROYCE PLC (registered number 1003142) whose registered office is Kings Place, 90 York Way, London N1 9FX, United Kingdom ("The Assignor")

and

ROLLS-ROYCE CONTROLS AND DATA SERVICES INC. (file number 4623403) whose registered office is 251 Little Falls Drive, Wilmington DE 19808, United States ("The Assignee")

Whereas:


- (a) The Assignor is the proprietor and beneficial owner of the trade mark application set out in the Schedule hereto ("the Trade Mark")
- (c) The Assignor has agreed to assign the Trade Mark to the Assignee on the terms set out herein.

It is now agreed as follows:

1. In pursuance of the said agreement and in consideration of the sum of \$1,000 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor does HEREBY ASSIGN and transfer with full title guarantee all rights, title and interest in the Trade Mark, including the statutory and common law rights attaching thereto, the goodwill of Assignor's business connected with the use of and symbolised by the Trade Mark, the application for registration listed in the Schedule, and the right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee.
2. The Assignor shall at the cost and request of the Assignee do and execute or procure that there shall be done and executed all such documents deeds matters acts and things as the Assignee may at any time reasonably require properly in order to vest the Trade Mark in the Assignee.

IN WITNESS where of this Assignment has been duly executed by the parties the day and year first above written.

SIGNED by a duly authorised Signatory for and on behalf of the Assignor, Rolls-Royce plc:

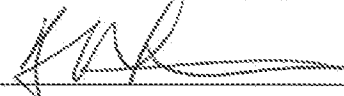
Signature:  _____

Name (caps): PHILIPPA MCLEOD

Position: AUTHORISED REPRESENTATIVE

Date: 30 JANUARY 2020

SIGNED by a duly authorised Signatory for and on behalf of the Assignee, Rolls-Royce Controls and Data Services Inc:

Signature:  _____

Name (caps): BEN HORSLEY

Position: CHIEF COUNSEL - M&A.

Date: 30/1/20.

SCHEDULE OF TRADE MARKS

MARK	VISIUMKMS
COUNTRY	UNITED STATES
APPLICATION SERIAL NO.	88629880
(IC) CLASS(ES)	9, 42
SPECIFICATION	<p>9 - Downloadable computer programs, computer software, computer application software and computer software platforms for use in the management, collection, analysis, tracking and reporting of data and information, and the optimisation and automation thereof; all the aforesaid relating to quality, health and safety, risk and change management.</p> <p>42 - Providing temporary use of non-downloadable cloud-based software for use in the management, collection, analysis, tracking and reporting of data and information, and the optimisation and automation thereof; all the aforesaid relating to quality, health and safety, risk and change management; consulting and advisory services in respect of the design, development and deployment of computer software, downloadable software, cloud-based non-downloadable software, computer programmes, software applications, software platforms and software services; all the aforesaid relating to quality, health and safety, risk and change management.</p>
GOODWILL VALUE	£1000 (One Thousand) GBP