

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
British Telecommunications public limited company		03/24/2020	Corporation: GREAT BRITAIN
RECEIVING PARTY DATA			
Name:	Tikit Limited		
Street Address:	81 Newgate Street		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	EC1A 7AJ		
Entity Type:	Corporation: GREAT BRITAIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4793396	CARPE DIEM	
CORRESPONDENCE DATA			
Fax Number:	7136582553		
<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:	713-658-1818		
Email:	Trademarks@chamberlainlaw.com		
Correspondent Name:	Chamberlain Hrdlicka		
Address Line 1:	1200 Smith St., 14th Floor		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	090827-001100US		
DOMESTIC REPRESENTATIVE			
Name:	Chamberlain Hrdlicka		
Address Line 1:	1200 Smith St., 14th Floor		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Jessica Greeney, IP Paralegal		
SIGNATURE:	/Jessica Greeney/		
DATE SIGNED:	04/29/2020		

CH \$40.00 4793396

Total Attachments: 7

source=Tikit TM Assignment#page1.tif

source=Tikit TM Assignment#page2.tif

source=Tikit TM Assignment#page3.tif

source=Tikit TM Assignment#page4.tif

source=Tikit TM Assignment#page5.tif

source=Tikit TM Assignment#page6.tif

source=Tikit TM Assignment#page7.tif

DATED 24 March 2020

- (1) British Telecommunications public limited company**
- (2) Tikit Limited**

TRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made the 24 day of March 2020

BETWEEN

- (1) **British Telecommunications public limited company** (company number 01800000) of 81 Newgate Street, London, EC1A 7AJ ("the **ASSIGNOR**"); and
- (2) **Tikit Limited** incorporated and registered in England and Wales (registration no: 02885516) whose registered office is 81 Newgate Street, London EC1A 7AJ ("the **ASSIGNEE**"),

(each, a "**Party**" and collectively, the "**Parties**").

WHEREAS

- A. The Assignor is the registered proprietor of certain registered trade mark registrations, details of which are set out in the Schedule attached hereto (hereinafter called "the **Trade Marks**").
- B. The Assignor has agreed to transfer and the Assignee has agreed to accept the Trade Marks in the manner hereinafter set out.

NOW IT IS HEREBY WITNESSED AS FOLLOWS:

1. In consideration of the sum of £1 (one pound sterling) paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee all of its rights, title and interest in the Trade Marks, including all of its rights, title and interest in:
 - a) all statutory and common law rights in and attaching to the Trade Marks, together with the goodwill symbolised by and attached to the Trade Marks; and
 - b) the right sue for and to recover damages and other remedies in respect of any infringement or passing-off of the Trade Marks, whether occurring before, on or after the date of this Assignment and to retain any such damages or other remedies obtained as a result of any such action.
2. The Assignor shall (at the Assignee's costs and expense) execute and deliver such documents and perform all such acts as may be necessary to give full effect to this Assignment.
3. A person who is not a party to this Assignment shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
4. If any provision or part-provision of this Assignment is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to

or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Assignment.


5. This Assignment may be executed (including by electronic transmission, such as by electronic mail in "pdf" form) in one or more 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.
6. This Assignment shall be governed by and construed in accordance with the laws of England and Wales.
7. The Assignor and the Assignee each irrevocably submit for all purposes in connection with this Assignment to the exclusive jurisdiction of the English courts.

SCHEDULE 1

TRADE MARK NAME	Owner	CLASSES	TM NUMBER	COUNTRY	STATUS	EXPIRY DATE
TIKIT	British Telecommunications public limited company	35, 37, 41, 42	2105073	UK	Live	07/12/2026
CARPE DIEM	British Telecommunications public limited company	16	1561502	UK	Live	02/04/2021
CARPE DIEM	British Telecommunications public limited company	9	1556919	UK	Live	12/17/2020
TIKIT CLIENTCONNECT	British Telecommunications public limited company	9, 42	2587873	UK	Live	7/14/2021
CARPE DIEM	British Telecommunications plc	35, 37, 41, 42	TMA974256	CANADA	Live	6/22/2032
CARPE DIEM	British Telecommunications plc	9, 42	4793396	USA	Live	8/18/2025
CARPE DIEM	British Telecommunications public limited company	35, 37, 41, 42	1738051	AUSTRALIA	Live	11/30/2025
CARPE DIEM	British Telecommunications public limited company	42	1238564	CHILE	Live	03/02/2027
CARPE DIEM	British Telecommunications PLC	9	1285448	IA designating EU and Singapore	Live	12/07/2025
TIKIT	British Telecommunications public limited company	42	910743886	BRAZIL	Live	4/17/2028
TIKIT	British Telecommunications PLC	35, 37, 41, 42	1342899	IA designating MEXICO	Live	1/23/2027
TIKIT	British Telecommunications public limited company	42	1228385	CHILE	Live	11/24/2026
TIKIT	British Telecommunications PLC	35, 37, 41, 42	1292318	IA designating SINGAPORE	Live	12/07/2025
TIKIT	British Telecommunications	42	1729245	AUSTRALIA	Live	10/20/2025

	ns public limited company					
TIKIT	British Telecommunications PLC	35, 37, 41, 42	4705737	USA	Live	03/24/2025
TIKIT	British Telecommunications PLC	35, 37, 41, 43	1191920	IA designating AUSTRALIA	Live	8/22/2023
TIKIT	British Telecommunications PLC	35, 37, 41, 45	1191920	IA designating EU	Live	8/22/2023
TIKIT	British Telecommunications PLC	37, 41,	1191920	IA designating FINLAND	Live	8/22/2023
TIKIT	British Telecommunications PLC	35, 37, 41, 47	1191920	IA designating NORWAY	Live	8/22/2023
TIKIT	British Telecommunications PLC	35, 37, 41, 48	1191920	IA designating RUSSIA	Live	8/22/2023
TIKIT	British Telecommunications PLC	35, 37, 41, 49	1191920	IA designating TURKEY	Live	8/22/2023
TIKIT	British Telecommunications PLC	35, 37, 41, 50	1191920	IA designating UKRAINE	Live	8/22/2023
TIKIT	British Telecommunications PLC	35, 37, 41, 51	1191920	IA designating IRELAND	Live	8/22/2023
TIKIT	British Telecommunications PLC	35, 37, 41, 52	1191920	IA designating USA	Live	8/22/2023
tikit logo device	British Telecommunications public limited company	9, 35, 37, 41, 42	3139529	UK	Live	12/07/2025
tikit logo device	British Telecommunications plc	35, 37, 41, 42	TMA974258	CANADA	Live	6/22/2032
tikit logo device	British Telecommunications public limited company	35, 37, 41, 43	1738058	AUSTRALIA	Live	11/30/2025
TfB	British Telecommunications public limited company	9, 35, 37, 41, 42	3140297	UK	Live	12/11/2025

IN WITNESS WHEREOF the parties hereto have executed this Assignment on the date first above written.

SIGNED BY: 

Sebatian Wood - Corporate Fnance M&A Director
NAME and TITLE
an authorised representative of the Assignor

SIGNED BY: _____

NAME and TITLE
an authorised representative of the Assignee

IN WITNESS WHEREOF the parties hereto have executed this Assignment on the date first above written.

SIGNED BY: _____

NAME and TITLE
an authorised representative of the Assignor

SIGNED BY:  _____


NAME and TITLE
an authorised representative of the Assignee