

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daisy Holdings Limited		12/18/2019	limited company (Ltd): UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Daisy Corporate Services Trading Limited		
Street Address:	Lindred House, 20 Lindred Road		
City:	Brierfield, Nelson, Lancashire		
State/Country:	UNITED KINGDOM		
Postal Code:	BB9 5SR		
Entity Type:	limited company (Ltd): UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4595111	SHADOW-PLANNER	
CORRESPONDENCE DATA			
Fax Number:	4048538806		
<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:	4048538395		
Email:	todocketing@eversheds-sutherland.com,vickybantug@eversheds-sutherland.com		
Correspondent Name:	EVERSHEDS SUTHERLAND (US) LLP		
Address Line 1:	999 Peachtree Street, NE		
Address Line 2:	Suite 2300		
Address Line 4:	Atlanta, GEORGIA 30309-3996		
ATTORNEY DOCKET NUMBER:	92374-0001		
DOMESTIC REPRESENTATIVE			
Name:	James H. Johnson, Jr		
Address Line 1:	999 Peachtree Street, NE		
Address Line 2:	Suite 2300		
Address Line 4:	Atlanta, GEORGIA 30309-3996		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug/		

CH \$40.00 4595111

DATE SIGNED:	04/30/2020
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Total Attachments: 6

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Dated: 18th December 2019

- (1) Daisy Holdings Limited
- (2) Daisy Corporate Services Trading Limited

Deed of Assignment of trade mark registrations

THIS DEED is made on

18th December

2019

BETWEEN

- (1) Daisy Holdings Limited (registered number 03974683) whose registered office is at Lindred House, 20 Lindred Road, Brierfield, Nelson, Lancashire, BB9 5SR (**"the Assignor"**); and
- (2) Daisy Corporate Services Trading Limited (registered number 2888250) whose registered office is at Lindred House, 20 Lindred Road, Brierfield, Nelson, Lancashire, BB9 5SR (**"the Assignee"**).

WHEREAS

- (A) The Assignor is the legal and beneficial owner of certain trade mark registrations, details of such trade mark registrations are as set out in, but not limited to, the attached Schedule (**"the Trade Marks"**);
- (B) The parties have agreed that the Trade Marks should be assigned by the Assignor to the Assignee for the consideration and on the terms and subject to the conditions set out in this Assignment.

NOW THIS DEED OF ASSIGNMENT WITNESSETH as follows:

1. ASSIGNMENT

- 1.1 In consideration of the payment of the sum of £1 by the Assignee to the Assignor the receipt of which the Assignor expressly acknowledges, the Assignor assigns to the Assignee absolutely and with full title guarantee all its rights, title and interest in and to the Trade Marks free from any lien, charge or encumbrance, together with:
 - 1.1.1 all statutory and common law rights attached to the Trade Marks, together with all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services for which the Trade Marks are registered or used; and
 - 1.1.2 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 the Trade Marks whether occurring before, on, or after the date of this Assignment.

2. FURTHER ASSURANCE

- 2.1 In the event that the validity or ownership of any of the Trade Marks is challenged and the Assignor has advice or has or can procure information which may assist in meeting and defeating or reducing the effect of such challenge the Assignor agrees to supply such advice and/or to supply or procure the supply of such information without any undue delay but subject to the right to charge the Assignee reasonable out of pocket expenses incurred in pursuance of this provision.
- 2.2 The Assignor shall, and shall use all reasonable endeavours to procure that any third party shall, execute such further documents and do such further acts as the Assignee may reasonably request from time to time to give full effect to this Assignment and to secure to the Assignee the full benefits of the rights in this Assignment.

2.3 The Assignor agrees to execute such further documents, and take such actions and do such things, as may be reasonably requested by the Assignee to give full effect to the terms of this Assignment and to secure the full right, title and interest of the Assignee in the Trade Marks.

3. **LAW**


The formation, existence, construction, performance, validity and all aspects whatsoever of this Assignment or of any term of this Assignment shall be governed and construed in accordance with the laws of England and Wales and both parties hereby submit to the exclusive jurisdiction of the courts of England and Wales (including for any non-contentious disputes or claims).

This document has been executed and delivered as a deed on the date stated at the beginning of this document.

THE SCHEDULE

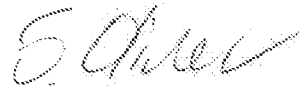
The Trade Marks

Country	Trademark	Registration No	Registration Date	Classes
EU	SHADOW-PLANNER	8963191	02 Sep 2010	9, 35, 38, 42
Australia	SHADOW-PLANNER	1355069	29 Nov 2010	9, 35, 38, 42
Canada	SHADOW-PLANNER	TMA903766	15 May 2015	9, 35, 36, 38, 39, 42
New Zealand	SHADOW-PLANNER	822164	05 Sep 2011	9, 35, 38, 42
USA	SHADOW-PLANNER	4595111	02 Sep 2014	9, 35, 42
South Africa	SHADOW-PLANNER	2010/08044	16 April 2010	9
South Africa	SHADOW-PLANNER	2010/08045	16 April 2010	35
South Africa	SHADOW-PLANNER	2010/08046	16 April 2010	38
South Africa	SHADOW-PLANNER	2010/08047	16 April 2010	42
EU	CloudSure UK	012243671	02 May 2014	35, 42

Country	Trademark	Registration No	Registration Date	Classes
UK	WISDOM	2362255B	15 December 2006	9, 16, 35, 37, 41, 42
UK		2362255A	5 January 2007	9, 16, 35, 37, 41, 42

Executed as a deed by
Daisy Corporate Services Trading Limited
acting by one director
in the presence of:

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Signature of director

Date of execution: 18 December 2019

Place of execution: Nelson

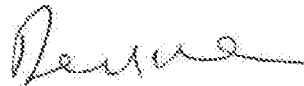
Witness Signature: H. Wright

Witness Name: HESTER WRIGHT

Witness Address: 20 LINDRED ROAD BRIERFIELD, NELSON, 889 5SR

Executed as a deed by
Daisy Holdings Limited
acting by one director
in the presence of:

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Signature of director

Date of execution: 18th December 2019

Place of execution: NELSON

Witness Signature: Simpson

Witness Name: LAYLIE SIMPSON

Witness Address:
Lindred House
20 Lindred Road
Brierfield
Nelson
889 5SR