

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM576309

<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>
Cellhire Plc		04/12/2019	Public Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vismo Limited		
<b>Street Address:</b>	Park House, Clifton Park		
<b>City:</b>	York, Yorkshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	YO30 5PB		
<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>	6021539	FIND ME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<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>	949-760-0404		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	Stacey Halpern		
<b>Address Line 1:</b>	2040 Main Street, 14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	UDL52.007TUS		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Stacey Halpern		
<b>Address Line 1:</b>	2040 Main Street, 14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	Stacey Halpern		
<b>SIGNATURE:</b>	/Stacey Halpern/		
<b>DATE SIGNED:</b>	05/13/2020		

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**Total Attachments: 9**

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12 April 2019

Deed of Assignment of Intellectual Property Rights

Cellhire Plc <sup>(1)</sup> and  
Vismo Limited <sup>(2)</sup>

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DATE 12 April 2019

## **PARTIES**

- (1) Cellhire Plc (No. 02159836) whose registered office is Park House, Clifton Park, York, Yorkshire, YO30 5PB (Cellhire).
- (2) Vismo Limited (No. 04315312) whose registered office is Park House, Clifton Park, York, Yorkshire, YO30 5PB (Vismo).

## **BACKGROUND**

- (A) Cellhire owns the Assigned Rights (as defined below). Cellhire has historically permitted its subsidiary, Vismo, to use the Assigned Rights in the operation and running of its business.
- (B) Cellhire has agreed to assign all of the Assigned Rights to Vismo on the terms set out in this deed.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The following definitions and rules of interpretation apply in this deed.

<b>Assigned Rights</b>	the Patents, the Trade Marks, the Domain Names and the Websites.
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>Completion</b>	Completion of the assignment of Assigned Rights in accordance with this deed.
<b>Domain Names</b>	the domain names, short particulars of which are set out in Schedule 1.
<b>Patents</b>	<p>the patents, short particulars of which are set out in Schedule 2, including:</p> <p>(a) all and any inventions disclosed therein, and the right to file an application, claim priority from such application and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;</p> <p>(b) the right to extend to or register in or in respect of any country or territory in the world each and any of the patents, and each and any of the applications filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications; and</p> <p>(c) the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid.</p>
<b>Trade Marks</b>	<p>the registered trade marks and the applications, short particulars of which are set out in Schedule 3, including:</p> <p>(a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised therein; and</p> <p>(b) all goodwill attaching thereto.</p>

## **Websites**

any and all copyright and related rights, business names, rights in get-up and trade dress, rights in designs, database rights and all other intellectual property rights, in each case whether registered or unregistered and including all applications 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 that are subsisting or will subsist in the materials contained in the websites available to view at the Domain Names, including any previous versions or preliminary drafts thereof.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed. The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules. References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.3 Unless the context otherwise requires:
  - 1.3.1 words in the singular shall include the plural and in the plural shall include the singular;
  - 1.3.2 a reference to writing or written includes fax and email;
  - 1.3.3 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); and
  - 1.3.4 any words following the terms including, include, in particular, for example 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.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 This deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
2. **ASSIGNMENT**
  - 2.1 In consideration of the sum of £35,000 (the Purchase Price), Cellhire hereby assigns to Vismo absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including the right to bring, make, oppose, defend and appeal proceedings, claims and actions and to 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 deed.
  - 2.2 The Purchase Price shall remain outstanding at Completion on an inter-company loan account and shall constitute an unsecured debt of Vismo payable on Cellhire's written demand on the same terms as the outstanding inter-company loan between Cellhire and Vismo.
3. **FURTHER ASSURANCE**
  - 3.1 At Vismo's request and expense, Cellhire shall use reasonable endeavours to provide to Vismo written absolute waivers from all authors of the Websites in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Websites and, as far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.
  - 3.2 Cellhire shall, and shall use reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this deed, including:

- 3.2.1 registration of Vismo as applicant or (as applicable) proprietor of the Assigned Rights; and
- 3.2.2 at Vismo's request and expense, assisting Vismo in obtaining, defending and enforcing the Assigned Rights.

#### **4. GENERAL**

##### **Waiver**

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

##### **Variation**

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

##### **Third party rights**

- 4.3 This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

##### **Severance**

- 4.4 If any provision or part-provision of this deed 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 deed.
- 4.5 If one party gives notice to the other of the possibility that any provision or part-provision of this deed is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### **5. NOTICES**

- 5.1 Any notice given to a party under or in connection with this deed shall be in writing and shall be:

- 5.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 5.1.2 sent by fax to its main fax number or sent by email to [timwilliams@cellhire.com](mailto:timwilliams@cellhire.com).

- 5.2 Any notice shall be deemed to have been received:

- 5.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 5.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- 5.2.3 if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business

hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- 5.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**6. ENTIRE AGREEMENT**

- 6.1 This deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this deed. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this deed.

**7. GOVERNING LAW AND JURISDICTION**

- 7.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.
- 7.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

**This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.**



				services; telecommunications services, namely, voice, data and transmission services; electronic data transmission and reception services; satellite signal receiving and transmission services.	
				Class 45: Security services, namely, electronic surveillance monitoring services; individual monitoring services, namely, the electronic tracking of individuals for personal security purposes; consultancy, advisory and information services in the fields of security services in the nature of electronic surveillance monitoring services and individual monitoring services.	
United States	FIND ME	88058497	30 Jul 2018	Class 09: Radio transmission and receiving equipment; data transmission and receiving equipment; telecommunications equipment; radio and telecommunications signal booster, reflectors and re-transmitters; transmission and receiving equipment operating via satellite; control apparatus activated or operated by radio or telecommunication signals; radio location transponders; electronic location transponders; electronic transmitters and receivers; computer software for use in locating and tracking individuals; computer software for mobile telephones and communication devices for use in locating and tracking individuals; parts and fittings for the aforesaid goods.	(Pending application)
				Class 38: Radio broadcasting and receiving services; telecommunication services; communication services for the remote activation and operation of equipment via radio or telecommunication signals; data transmission and reception services; satellite signal receiving and transmission services; none of the aforementioned services been connected with real estate or the sale or purchase of property.	
				Class 45: Electronic surveillance monitoring services; individual surveillance monitoring services; advisory, consultancy and information services relating to the aforesaid.	
United States	VISMO	1119408	4 May 2012	Class 09: Radio transmission and receiving equipment for broadcasting, namely, apparatus for the recording, transmission or reproduction of sound, images or data by means of radio transmissions; data transmission and receiving equipment for broadcasting, namely, apparatus for the recording, transmission or reproduction of data; telecommunications equipment, namely, gateway	4 May 2022

Executed as a deed by Cellhire Plc acting by a  
director, in the presence of:

Director

Signature (Witness) A.D.

Print Name AMANDA DICKSON

Address CELLHIRE PLC, PARK HOUSE,  
CHILTON PARK, YORK YO30 5PB

Occupation EXECUTIVE ASSISTANT

Executed as a deed by Vismo Limited acting by a  
director, in the presence of:

Director

Signature (Witness) .....

Print Name .....

Address .....

Occupation .....

Executed as a deed by Cellhire Plc acting by a  
director, in the presence of:

Director

Signature (Witness)

Print Name

Address

Occupation

Executed as a deed by Vismo Limited acting by a  
director, in the presence of:

Director

Signature (Witness)

Print Name

Address

HOUSE, CLIFTON PARK, YORK YO30 5PB

Occupation EXECUTIVE ASSISTANT