

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM586733

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | RESUBMISSION                                       |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| <b>RESUBMIT DOCUMENT ID:</b> | 900548660  |

## CONVEYING PARTY DATA

| Name            | Formerly | Execution Date | Entity Type   |
|-----------------|----------|----------------|---|
| PATHWAY IP SARL |          | 11/29/2019     | SOCIÉTÉ À RESPONSABILITÉ LIMITÉE (SARL): LUXEMBOURG |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | PATHWAY IP II SARL                                  |
| <b>Street Address:</b> | 26 BOULEVARD ROYAL                                  |
| <b>City:</b>           | LUXEMBOURG  |
| <b>State/Country:</b>  | LUXEMBOURG  |
| <b>Postal Code:</b>    | L-2449  |
| <b>Entity Type:</b>    | SOCIÉTÉ À RESPONSABILITÉ LIMITÉE (SARL): LUXEMBOURG |

## PROPERTY NUMBERS Total: 14

| Property Type  | Number   | Word Mark                         |
|----------------|----------|-----------------------------------|
| Serial Number: | 85965561 | BUSINESSUITES                     |
| Serial Number: | 87832308 | HELLO SPACE                       |
| Serial Number: | 87281877 | IWG                               |
| Serial Number: | 87281904 | IWG INTERNATIONAL WORKPLACE GROUP |
| Serial Number: | 87793631 | IWG                               |
| Serial Number: | 87041081 | OPENOFFICE                        |
| Serial Number: | 87112066 | REGUS                             |
| Serial Number: | 88418938 | ROVVA                             |
| Serial Number: | 75637801 | OFFICE SUITES PLUS                |
| Serial Number: | 75662734 | OFFICE SUITES PLUS                |
| Serial Number: | 75300420 | REGUS                             |
| Serial Number: | 78872567 | REGUS                             |
| Serial Number: | 85356767 | REGUS BUSINESSWORLD               |
| Serial Number: | 77268608 | THINKPOD                          |

## CORRESPONDENCE DATA

Fax Number:

**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.**

**Phone:** (616) 752-2469  
**Email:** trademarks@wnj.com  
**Correspondent Name:** Warner Norcross + Judd LLP  
**Address Line 1:** 150 Ottawa Ave NW  
**Address Line 2:** 1500 Warner Building  
**Address Line 4:** Grand Rapids, MICHIGAN 49503

|                                |               |
|--------------------------------|---------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 191953.191953 |
|--------------------------------|---------------|

|                           |                |
|---------------------------|----------------|
| <b>NAME OF SUBMITTER:</b> | James L. Scott |
|---------------------------|----------------|

|                   |      |
|-------------------|------|
| <b>SIGNATURE:</b> | /JS/ |
|-------------------|------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 07/15/2020 |
|---------------------|------------|

**Total Attachments: 6**

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Dated 29 November 2019

(1) Pathway IP SÀRL

(2) Pathway IP II SÀRL

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**Assignment of Intellectual Property Rights**

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THIS AGREEMENT is dated 29 November 2019

**Between**

- (1) **PATHWAY IP SOCIÉTÉ À RESPONSABILITÉ LIMITEÉE** incorporated and registered in Luxembourg with company number B144147 whose registered office is at 26 Boulevard Royal, L-2449 Luxembourg (the **Assignor**); and
- (2) **PATHWAY IP II SOCIÉTÉ À RESPONSABILITÉ LIMITEÉE** incorporated and registered in Luxembourg with company number B236.474 whose registered office is at 26 Boulevard Royal, L-2449 Luxembourg (the **Assignee**).

**Background**

- (A) The Assignor intends to transfer its entire business activity (the "**Business**") to the Assignee consisting of all its assets and liabilities (the "**Business Transfer**") under the terms and conditions of a contribution agreement to be entered into by and between the Assignor and the Assignee on or around 29 November 2019 (the "**Contribution Agreement**").
- (B) As part of the Business Transfer and pursuant to the Contribution Agreement, the Assignor has agreed to assign to the Assignee the intellectual property rights on the terms specifically set out in this agreement in particular with respect to the determination of the Assigned Rights (as such term is defined below).

**It is hereby agreed**

**1. Interpretation**

The following definitions and rules of interpretation apply in this agreement.

**1.1 Definitions:**

**Assigned Rights:** all the Intellectual Property Rights (as defined below).

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, Trade Marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.

**Trade Marks:** the registered and unregistered trade marks, short particulars of which are set out in Schedule 1.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement 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.
- 1.9 A reference to **writing** or **written** includes fax but not email.
- 1.10 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.
- 1.11 Where any statement is qualified by the expression so far as the Assignor is aware or to the Assignor's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

## **2. Assignment**

- 2.1 Pursuant to the Contribution Agreement, the parties agree that the total value of the Business being [REDACTED] is contributed by the Assignor to the Assignee, in exchange of which the Assignor shall subscribe for [REDACTED] new shares of the Assignee and subject to the payment of a share premium amounting to [REDACTED] (the "**Consideration**").
- 2.2 The parties hereby confirm that as part of the Business Transfer and the Consideration, the Assignor hereby assigns to the Assignee, with effect on 29 November 2019, absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, notably including:
- 2.2.1 all goodwill attaching to the Trade Marks and to that part of the Assignor's business that relates to the goods or services for which the Trade Marks are registered or used; and
- 2.2.2 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 any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

## **3. Warranties**

- 3.1 The Assignor warrants to the Assignee that:
- 3.1.1 it is the sole, legal and beneficial owner of the Assigned Rights and has full power to enter into this Assignment; and
- 3.1.2 except for the pending Intellectual Property Rights, including pending Trade Marks, for which the registration process is not yet complete as the case may be, the Assigned Rights do not, to the Assignor's best knowledge, infringe the intellectual property rights of any third party, and no third party is infringing the Assigned Rights in the territories where these IP rights are registered;

## **4. Further assurance**

- 4.1 At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:
- 4.1.1 registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
- 4.1.2 assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

**5. Entire agreement**

5.1 This agreement 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. Variation**

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

**7. Severance**

7.1 If any provision or part-provision of this agreement 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 agreement.

7.2 If any provision or part-provision of this agreement 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.

**8. Counterparts**

8.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**9. Third party rights**

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

**10. Governing law**

This agreement 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 and Wales.

**11. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

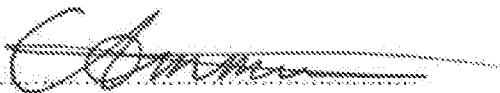
This agreement has been entered into on the date stated at the beginning of it. Schedule 1 – Trade Marks

| Country        | Trade Mark   | Class                    | App. Date  | App. No.                   | Reg. Date  | Reg. No.                  | Status     |
|----------------|--|--------------------------|------------|----------------------------|------------|---------------------------|------------|
| United Kingdom | REGUS  | 36                       | 06/03/1989 | 1375669                    | 06/03/1989 | 1375669                   | Registered |
| United Kingdom | REGUS  | 42                       | 07/03/1989 | 1375966                    | 07/03/1989 | 1375966                   | Registered |
| United Kingdom | REGUS  | 42                       | 24/08/1998 | 2175648                    | 24/08/1998 | 2175648                   | Registered |
| United Kingdom |                 | 42                       | 24/08/1998 | 2175647                    | 24/08/1998 | 2175647                   | Registered |
| United Kingdom |                 | 35, 36                   | 14/07/1989 | UK00001391814              | 14/07/1989 | UK00001391814             | Registered |
| United Kingdom |                 | 35, 36,<br>38, 42,<br>43 | 17/08/2010 | IR 1067460                 | 17/08/2010 | IR 1067460                | Registered |
| Uruguay        | HQ   | 35, 36,<br>43            | 06/03/2007 | 378.570                    | 31/03/2008 | 378.570                   | Registered |
| Uruguay        | REGUS  | 35, 36,<br>43            | 12/12/2012 | 441.563                    | 27/08/2013 | 441.563                   | Registered |
| Uruguay        |                 | 35, 36,<br>43            | 12/12/2012 | 441.564                    | 20/08/2013 | 411.564                   | Registered |
| USA            |  businesssuites | 35                       | 20/06/2013 | 85965561                   | 23/12/2014 | 4660454                   | Registered |
| USA            | HELLO SPACE  | 35, 36,<br>43            | 13/03/2018 | 87832308                   |            |                           | Pending    |
| USA            | IWG  | 35, 36,<br>43            | 27/12/2016 | 87281877                   | 12/12/2017 | 5353623                   | Registered |
| USA            |               | 35, 36,<br>43            | 27/12/2016 | 87281904                   | 12/12/2017 | 5353624                   | Registered |
| USA            |               | 35, 36,<br>43            | 12/02/2018 | 87793631                   |            |                           | Pending    |
| USA            |               | 35, 36,<br>43            | 18/05/2016 | 87041081                   |            |                           | Pending    |
| USA            |               | 35, 36,<br>43            | 21/07/2016 | 87112086                   | 09/05/2017 | 5201754                   | Registered |
| USA            | ROWVA  | 35, 36,<br>43            | 07/05/2019 | 88418938                   |            |                           | Registered |
| USA            | OFFICE SUITES PLUS   | 35, 36                   | 11/02/1999 | 75637301                   | 07/09/2001 | 2476283                   | Registered |
| USA            | <b>Office Suites PLUS</b>  | 35, 36                   | 18/03/1999 | 75662734                   | 16/10/2001 | 2498752                   | Registered |
| USA            | REGUS  | 35, 36,<br>42            | 30/05/1997 | 75/300420                  | 04/08/1998 | 2178268                   | Registered |
| USA            |               | 35, 36,<br>43            | 28/04/2006 | 78/872567                  | 09/12/2008 | 3,545,290                 | Registered |
| USA            | REGUS<br>BUSINESSWORLD   | 35                       | 27/06/2011 | 65356767                   | 10/07/2012 | 4170435                   | Registered |
| USA            |  SPACES.      | 35, 36,<br>43            | 27/03/2014 | IR<br>1222122/791546<br>08 | 27/03/2014 | IR<br>1222122/475016<br>7 | Registered |
| USA            |               | 35, 36,<br>38, 42,<br>43 | 17/08/2010 | IR 1067460/7<br>9116510    | 17/08/2010 | IR 1067460 /<br>4430454   | Registered |
| USA            | THINKPOD   | 20, 35,<br>43            | 30/08/2007 | 77/268608                  | 11/05/2010 | 3786571                   | Registered |
| Uzbekistan     | REGUS  | 35, 36,<br>42, 43        | 22/11/2012 | IR 1109282                 | 22/11/2012 | IR 1109282                | Registered |

Signed for and on behalf of **PATHWAY IP SOCIÉTÉ À RESPONSABILITÉ LIMITÉE**

By

Signature:



Print Name:

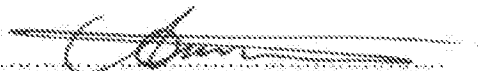
C. M. V.

Date:

Signed for and on behalf of **PATHWAY IP II SOCIÉTÉ À RESPONSABILITÉ LIMITÉE**

By

Signature:



Print Name:

C. M. V.

Date:

