

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900521427		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telegram Systems LLP		10/28/2019	Limited Liability Partnership: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Telegram FZ-LLC		
Street Address:	Business Central Towers, Tower A		
Internal Address:	Office 2301-2303		
City:	Dubai		
State/Country:	UNITED ARAB EMIRATES		
Entity Type:	Limited Liability Company: UNITED ARAB EMIRATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4627481	TELEGRAM	
Registration Number:	4642096	TELEGRAM	
CORRESPONDENCE DATA			
Fax Number:	2039757180		
<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:	2039757505		
Email:	christina.london@lockelord.com		
Correspondent Name:	Locke Lord LLP		
Address Line 1:	201 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	1513726.00077		
NAME OF SUBMITTER:	Christina London		
SIGNATURE:	/christina london/		
DATE SIGNED:	07/28/2020		
Total Attachments: 15			
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THIS INTELLECTUAL PROPERTY AGREEMENT is made on 26th October, 2019

BETWEEN

- (1) **Telegram Systems LLP**, a limited liability partnership organised under the laws of the United Kingdom with Partnership number OC423547 whose registered office is at 85 Great Portland Street, London, England, W1W 7LT, UK ("**Assignor**"); and
- (2) **Telegram FZ-LLC**, a company registered under the laws of the Dubai Creative Clusters Authority, with company registration number 94349, and having its registered address at Business Central Towers, Tower A, Office 2301-2303, Dubai, United Arab Emirates ("**Assignee**")

Each a "**Party**" and together the "**Parties**."

Background

The purpose of this Agreement is to effectively assign all Rights and to confirm that all Rights have been validly assigned to Assignee.

IT IS AGREED AS FOLLOWS

1 Definitions and interpretation

1.1 Definitions

In this agreement, unless the context otherwise requires, the following definitions apply:

Agreement means this agreement and its attachments including any variations, additions or amendments as may be agreed in writing by the Parties from time to time;

Applicable Law means all applicable laws, statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judgments, orders, decisions, rulings or awards, including those of the government of the UAE or of any Emirate in the UAE or any government agency or department in the UAE;

Effective Date means the date of this agreement;

Materials means all works, designs, inventions, improvements, know-how, developed, created or prepared by Assignor or any of its employees on or before the Effective Date (whether individually, collectively or jointly, in whatever media and whether or not such creation was computer assisted) pursuant to, during the continuance of, or otherwise in connection with the business of Assignor and including, without limitation, all documents, materials, reports, studies, data, diagrams, charts, drawings, models, artistic works, designs, images, photographs, videos, films, graphics, sound recordings, audio works, visual works, audio-visual works and all other materials, developed, created or prepared by or on behalf of Assignor.

Rights means all right, title and interest in and to:

- (i) the Materials;
- (ii) all intellectual property rights in the Materials including, without limitation, all copyright, author's rights, all rights in the nature of

copyright, all design rights and the right to apply for a registered design or similar protection (including protection as an industrial model), all trade marks, trade names, business names, domain names, social media addresses and accounts and usernames, account names and identifiers (whether textual, graphic, pictorial or otherwise), and sub-domain names and personal URLs used or acquired in connection with a third-party website, all patent rights and rights to inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), all rights in confidential information, know-how, expertise, formulas and formulations, all database rights and all rights of any nature in computer software or programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing and data and all other similar economic and proprietary rights, whether registered or unregistered, including any and all associated goodwill, in the Territory for the full term of such rights, including all renewals and extensions; and

- (iii) the intellectual property applications and registrations set forth on Schedule A.

Territory means worldwide.

UAE means the United Arab Emirates.

1.2 Interpretation

Unless the context otherwise requires, references in this Agreement to:

- (a) use of the singular includes the plural (and vice versa) and use of any gender includes the other genders;
- (b) persons includes individuals, corporations, and unincorporated bodies or associations that are recognised at law (whether or not having a separate legal personality and irrespective of their jurisdiction or origin, incorporation or residence);
- (c) a "Party" means a party to this Agreement and includes its successors and permitted assigns;
- (d) time shall be construed by reference to the Gregorian calendar;
- (e) clauses and schedules shall be references to the relevant clause or schedule of this Agreement; and a reference to a paragraph is to the relevant paragraph of the schedule in which it appears; and
- (f) the terms "including," "include," "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.3 The headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

2 Assignment of Rights

- 2.1 In consideration of the sum of GBP £1, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows.
- 2.2 Assignor hereby assigns to Assignee the Rights, together with the right to sue for damages and exercise any other remedies as may be available in respect of any existing or prior infringement of the Rights and to retain any damages or other payment obtained as a result of such action.
- 2.3 This assignment has effect from (i) the Effective Date in respect of registered Rights, and (ii) from the date of creation in respect of any unregistered Rights or copyright works, in each case for the remaining duration of the period of protection of the relevant Right under Applicable Law and with the object of enabling Assignee and its associated companies, licensees and assignees to use and exploit the Rights in the Territory and at Assignee's own discretion for any and all purposes whatsoever, including use of the Materials in advertisements, promotional materials and in other works.
- 2.4 To the extent that the laws of any country do not permit any unregistered Rights or copyright works to vest in Assignee immediately from the time of creation until any formal assignment of those rights to Assignee, Assignor hereby assigns the unregistered Rights to the Assignee from the Effective Date and in the interim, grants to Assignee, or shall procure the grant to Assignee, of an exclusive, worldwide, royalty-free, transferable, irrevocable licence to use the Rights to the fullest extent permitted by the relevant laws.

3 Warranties

- 3.1 Assignor hereby represents and warrants that:
- (a) It has all necessary power and authority to enter into this Agreement;
 - (b) It has not assigned, granted or attempted or purported to assign any of the Rights, or granted any licence of the Materials, to any person, company or other entity other than Assignee in the Territory; and
 - (c) the Rights do not and will not in any way infringe any intellectual property rights of any third party.
- 3.2 Assignor acknowledges and agrees that no royalties or payments are due for any past, present or future exploitation of the Rights by Assignee or any other party, whether or not such exploitation was in the contemplation of Assignor or Assignee at the time of the creation of the Materials or at the time the Parties sign and countersign this Agreement.

4 Moral Rights

- 4.1 To the maximum extent possible under Applicable Law, Assignor represents and warrants that it will not at any time assert and will procure that any other persons involved in the creation of the Materials will not at any time assert any moral right which Assignor and such person(s) may have in relation to the Materials in any part of the world including, without limitation, any right:
- (a) to be identified as the author of the Materials;

- (b) to object to the modification, distortion or derogatory treatment or mutilation of the Materials; and
- (c) to withdraw the Materials from circulation.

5 Further Assurance

- 5.1 Assignor agrees that it shall and shall procure that its officers, agents, employees, consultants, subcontractors, contractors any other persons involved in the creation of the Materials shall, if requested by Assignee, at Assignee's cost (as to out of pocket expenses only) execute (if necessary, before a notary public) such documents and do all such things as may be necessary or reasonably desirable to give effect to the provisions of Clause 2.1.

6 Governing Law

- 6.1 This Agreement will be governed by, construed, interpreted and applied in accordance with the laws of the Emirate of Dubai and the Federal laws of the UAE as applicable in the Emirate of Dubai.
- 6.2 The parties agree that any dispute or difference arising out of or in relation to this Agreement will be subject to the exclusive jurisdiction of the courts of the Emirate of Dubai, UAE.

7 Miscellaneous

- 7.1 **Entire Agreement:** This Agreement and its Schedules attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all prior agreements and arrangements, whether written or oral, that may exist between the Parties with respect to the subject matter.
- 7.2 **Third-Party Rights:** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person other than the Parties hereto and their successors and permitted assigns, any right, remedy or claim under or by reason of this Agreement or any provision herein contained.
- 7.3 **Amendments:** Except as otherwise expressly provided in this Agreement, neither this Agreement nor any of its Schedules may be amended except by an instrument in writing which is signed by both of the Parties or their duly authorised representatives.
- 7.4 **Assignment:** This Agreement shall be binding upon any permitted successors and assigns of Assignor but neither this Agreement nor any of the benefits thereof nor any rights thereunder shall, directly or indirectly, without the prior written consent of Assignee, be assigned, novated or transferred by Assignor to any other person.


The Parties agree that Assignee may assign any or all of its rights and obligations under this Agreement to any other person.
- 7.5 **Waiver of Rights:** The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement or to exercise any right or privilege in this Agreement shall not be construed as a waiver of any such terms, covenants, conditions, rights or privileges, and they shall continue and remain in full force and effect as if no such failure had occurred.
- 7.6 **Counterparts:** This Agreement may be executed in any number of counterparts each of which when executed shall be an original but all the counterparts shall together constitute one and the same instrument.

7.7 **Severability:** The provisions contained in each Clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

EXECUTION PAGE FOLLOWS

In witness of which this document has been executed by the Parties as an agreement on the date set out at the beginning of this Agreement.

Signed by Mr. Pavel Durov as)
authorised representative for Assignor:)



By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Assignor:

Signed by Mr. Pavel Durov as)
authorised representative for Assignee:)



By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Assignee:

SCHEDULE A

Trademarks

Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	Albania	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Antigua & Barbuda	9, 38, 42	Pending	2014-04-16		N/A	1229215	Telegram Systems LLP
TELEGRAM	Armenia	9, 38, 42	Registered	2014-04-16		2016-06-17	1229215	Telegram Systems LLP
TELEGRAM	Australia	9, 38, 42	Registered	2014-04-16	1892046	2014-04-29	1229215/ 1892046	Telegram Systems LLP
TELEGRAM	Australia	9	Registered	2014-04-16	1774252	2014-04-29	1774252	Telegram Systems LLP
TELEGRAM	Azerbaijan	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Bahrain	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Belarus	9, 35, 38, 41, 42, 45	Registered	2015-12-22	20152814	2017-12-06	62080	Telegram Systems LLP
TELEGRAM	Bhutan	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Bosnia Herzegovina	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Bosnia Herzegovina	9, 38	Registered	2014-04-16		2014-04-16	BAZ1619497	Telegram Systems LLP
TELEGRAM	Botswana	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Brazil	9	Registered	2015-02-25		2017-07-25	909030308	Telegram Systems LLP

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	Brazil	38	Registered	2015-02-25		2017-07-25	909030563	Telegram Systems LLP
TELEGRAM	Brazil	42	Registered	2015-02-25	1648111	2017-08-29	909030642	Telegram Systems LLP
TELEGRAM	Canada	9, 38, 42	Pending	2014-04-30	1675027	N/A	N/A	Telegram Systems LLP
TELEGRAM	China	9	Registered	2015-12-15		2017-01-21	18600580	Telegram Systems LLP
TELEGRAM	China	38	Registered	2015-12-15		2017-01-21	18600581	Telegram Systems LLP
TELEGRAM	China	42	Registered	2015-12-15		2017-01-21	18600582	Telegram Systems LLP
TELEGRAM	Colombia	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Madrid Protocol	9, 38, 42	Registered	2014-04-29		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Egypt	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
BOISTORE	EU	9, 35, 42	Registered	2015-07-07		2017-12-13	014340046	Telegram Systems LLP
TELEGRAM BOISTORE & Design	EU	9, 35, 38	Registered	2017-06-19		2017-10-19	016886772	Telegram Systems LLP
TELEGRAM	EU	9, 38, 42	Registered	2014-04-16		2015-09-17	012800587	Telegram Systems LLP
TELEGRAM	Georgia	9, 35, 38, 41, 42, 45	Registered	2015-12-17		2017-04-19	M 28382	Telegram Systems LLP
TELEGRAM	Ghana	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Iceland	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	Iceland	9, 38	Registered	2014-04-16		2016-09-30	V0100854	Telegram Systems LLP
TELEGRAM	India	9, 38, 42	Pending	2014-04-16		N/A	1229215	Telegram Systems LLP
TELEGRAM	Indonesia	9	Registered	2015-05-25	D00 2015, 022064	TBC	IDM00585023	Telegram Systems LLP
TELEGRAM	Indonesia	38	Pending	2015-05-25	J00 2015, 022065	N/A	N/A	Telegram Systems LLP
TELEGRAM	Indonesia	42	Pending	2015-05-25	J00 2015, 022066	N/A	N/A	Telegram Systems LLP
TELEGRAM	Iran	9, 38, 42	Pending	2014-04-16		N/A	1229215	Telegram Systems LLP
TELEGRAM	Israel	9, 38, 42	Registered	2014-04-16	271022	2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Japan	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Japan	9	Registered	2014-04-29	2016-064126	2016-10-21	6690542	Telegram Systems LLP
TELEGRAM	Kazakhstan	9	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Kenya	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Kyrgyzstan	9, 35, 38, 41, 42 and 45	Registered	2015-12-09	20150702.3	2016-12-27	14220	Telegram Systems LLP
TELEGRAM	Liberia	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Lesotho	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Macedonia	9, 38, 42	Registered	2014-04-29		2014-04-29	1229215	Telegram Systems LLP

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM & Design	Madagascar	9, 38, 42	Registered	2014-04-16		2016-03-09	17141	Telegram Systems LLP
TELEGRAM	Malaysia	9	Registered	2015-02-26		2017-01-16	2015002292	Telegram Systems LLP
TELEGRAM	Malaysia	38	Registered	2015-02-26		2017-01-03	2015002291	Telegram Systems LLP
TELEGRAM	Malaysia	42	Registered	2015-02-26		2017-07-19	2015002290	Telegram Systems LLP
TELEGRAM	Mexico	9, 38, 42	Registered	2014-04-16		2017-07-05	1229215	Telegram Systems LLP
TELEGRAM	Moldova	9, 42	Registered	2014-04-29		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Monaco	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Monaco	9, 38, 42	Registered	2016-05-13	33649	2016-06-14	16.00284	Telegram Systems LLP
TELEGRAM	Mongolia	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM & Design	Montenegro	9, 38, 42	Registered	2016-02-10	Z.2016-54	2016-12-23	13368	Telegram Systems LLP
TELEGRAM	Morocco	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Morocco	9, 38	Registered	2014-04-16	176301	2014-04-29	176301	Telegram Systems LLP
TELEGRAM	Mozambique	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Namibia	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	New Zealand	9, 38, 42	Registered	2014-04-16	1011612	2014-04-16	1229215	Telegram Systems LLP
TELEGRAM	New Zealand	9	Registered	2014-04-16	1048039	2014-04-16	1048039	Telegram Systems LLP

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	Oman	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Philippines	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM & Design	Russia	9, 38, 42	Registered	2014-04-16	2016734226	2018-10-22	676785	Telegram Systems LLP
TELEGRAM	Russia	9	Registered	2016-05-30	2016718982	2018-08-14	666985	Telegram Systems LLP
TELEGRAM	Rwanda	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	San Marino	9, 38, 42	Registered	2014-04-29		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	San Marino	9, 38	Registered	2014-04-29		2017-07-18	S.M.M.-201600073	Telegram Systems LLP
TELEGRAM	Sao Tome and Principe	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Saudi Arabia	9	Registered	2015-07-12		2015-11-02	1436020341	Telegram Systems LLP
TELEGRAM	Saudi Arabia	38	Registered	2015-07-12		2015-11-02	1436020342	Telegram Systems LLP
TELEGRAM	Saudi Arabia	42	Registered	2015-07-12		2015-11-02	1436020343	Telegram Systems LLP
TELEGRAM & Design	Serbia	9, 38, 42	Registered	2016-01-26	Z-2016-124	2017-01-26	71921	Telegram Systems LLP
TELEGRAM	Sierra Leone	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Singapore	9, 38, 42	Registered	2014-04-16	40201402898	2014-04-29	40201402898	Telegram Systems LLP
TELEGRAM	Singapore	9, 38	Registered	2014-04-16		2014-04-29	402016086750	Telegram Systems LLP
TELEGRAM & Design	South Korea	9, 38, 42	Registered	2016-01-14	45-2016-0000368	2017-01-23	45-0071064	Telegram Systems LLP

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	Sudan	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Swaziland	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Switzerland	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Switzerland	9, 38	Registered	2014-04-16		2016-12-19	696723	Telegram Systems LLP
TELEGRAM	Syria	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Syria	9	Registered	2016-05-02	4374	2018-01-04	136981	Telegram Systems LLP
TELEGRAM	Syria	38	Registered	2016-05-02	4373	2017-12-12	136850	Telegram Systems LLP
TELEGRAM	Tajikistan	9	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Tajikistan	9, 38	Registered	2014-04-16	16013975	2017-01-26	12321	Telegram Systems LLP
TELEGRAM	Tunisia	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Turkey	9, 38, 42	Registered	2014-04-29		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Turkey	9	Registered	2014-04-29	2014/112138	2014-04-29	2014/112138	Telegram Systems LLP
TELEGRAM	Turkmenistan	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Ukraine	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Ukraine	9, 38	Registered	2014-04-29	m201608626	2016-11-10	218873	Telegram Systems LLP
TELEGRAM	United States	9	Registered	2013-11-12	86/117,716	2014-10-28	4,627,481	Telegram Systems LLP

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Mark	Jurisdiction	Class	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
TELEGRAM	United States	38	Registered	2013-07-15	96/010,749	2014-11-18	4,642,096	Telegram Systems LLP
TELEGRAM	Uzbekistan	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP
TELEGRAM	Zambia	9, 38, 42	Registered	2014-04-16		2014-04-29	1229215	Telegram Systems LLP

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