

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595166

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900563565

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Yell Limited	FORMERLY Hibu (UK) Limited	12/11/2018	Corporation: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Hibu Inc.
Street Address:	The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4834286	HIBU

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: 5167301909
Email: john.butler@hibu.com
Correspondent Name: John J. Butler
Address Line 1: 90 Merrick Avenue, Suite 530
Address Line 4: East Meadow, NEW YORK 11554

NAME OF SUBMITTER:	John J. Butler
SIGNATURE:	/John J. Butler/
DATE SIGNED:	09/01/2020

Total Attachments: 11

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EXECUTION VERSION

DATED 11 December 2018

YELL LIMITED

and

HIBU INC.

ASSIGNMENT AND TERMINATION AGREEMENT

865147824

TRADEMARK
REEL: 007024 FRAME: 0828

THIS AGREEMENT is made on the 11th December

2018

BETWEEN:

- (1) **YELL LIMITED (formerly known as HIBU (UK) LIMITED)**, whose registered office is at 3 Forbury Place, Forbury Road, Reading, Berkshire, England, RG1 3YL (registered in England with registered company number 04205228) (the "**Assignor**"); and
- (2) **HIBU INC.**, whose registered office is at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801, USA (registered in Delaware, USA, with registered company number 20-0829862) (the "**Assignee**").

WHEREAS:

- (A) The Assignor is the registered proprietor of the registered trade marks and applicant for registration of the trade mark applications, details of which are set out in Schedule 1 (*Trade Marks*) (the "**Trade Marks**").
- (B) The Assignor is the registrant of the registered domain names, details of which are set out in Schedule 2 (*Domain Names*) (the "**Domain Names**").
- (C) In or around May 2014, the Assignor and Assignee entered into the trade mark licence attached at Schedule 3 (*Intra-group Licence*) (the "**Intragroup Licence**"), pursuant to which the Assignor licensed certain of the Trade Marks to the Assignee.
- (D) The Assignor has agreed to assign the Trade Marks and Domain Names (together the "**Assigned Rights**") to the Assignee, and the Assignor and the Assignee have agreed to terminate the Intragroup Licence, in each case with effect from the date of this Agreement (the "**Effective Date**").

NOW IT IS HEREBY AGREED as follows:

1. ASSIGNMENT

- 1.1 In consideration of the payment of £1.5 million (pounds sterling) (excluding UK VAT) from the Assignee to the Assignor on or before 14 December 2018 (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee (or procures the assignment to the Assignee of) with full title guarantee and with effect from the Effective Date, all right, title and interest in and to the Assigned Rights together with all goodwill (if and to the extent that such goodwill exists) of the business in relation to which such Assigned Rights are used (but no other or greater goodwill) including all rights, privileges and advantages thereto including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past or future infringements thereof to hold unto the Assignee absolutely.
- 1.2 The Assignor shall, as soon as reasonably practicable following the Effective Date, deliver to the Assignee all certificates, correspondence and other documents relating to the Assigned Rights that are within the Assignor's possession or control (including without limitation such certificates, correspondence and other documents held by the Assignor's trade mark and domain name agents and advisers).

- 1.3 If the consideration for the payment under Clause 1.1 constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

2. TERMINATION OF INTRAGROUP LICENCE

- 2.1 The Intragroup Licence shall be deemed to have been terminated with effect from the Effective Date.
- 2.2 Termination of the Intragroup Licence shall not affect or prejudice any claim or demand that the Assignor or Assignee may have against the other under or in connection with the Intragroup Licence arising before the Effective Date.

3. FURTHER ASSURANCE

The Assignor shall, and shall procure that any necessary third party (including any member of the Assignor's group of companies) shall, as soon as reasonably practicable and at the request and cost of the Assignee, do all such acts and execute all such documents as the Assignee may request to give full effect to this Agreement and secure to the Assignee, or any successor in title thereof, the full benefit of the rights assigned to the Assignee hereunder.

4. GENERAL

- 4.1 The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.
- 4.2 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.


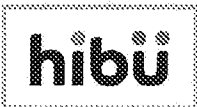

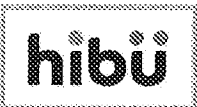
5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law. Any matter, claim or dispute out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English Courts in relation to all matters arising out of this Agreement.

SCHEDULE 1

TRADE MARKS

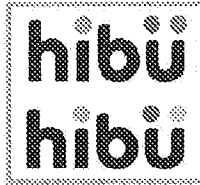
Trademark Records By Country

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
Argentina							
Yell Limited	HIBU	Argentina	3165844	2737623	3 Jul 2015	9	Registered
Yell Limited	HIBU	Argentina	3165845	2732094	12 Jun 2015	16	Registered
Yell Limited	HIBU	Argentina	3165847	2596042	7 Oct 2013	35	Registered
Yell Limited	HIBU	Argentina	3165849	2596044	7 Oct 2013	36	Registered
Yell Limited	HIBU	Argentina	3165850	2732093	12 Jun 2015	38	Registered
Yell Limited	HIBU	Argentina	3165851	2596045	7 Oct 2013	39	Registered
Yell Limited	HIBU	Argentina	3165853	2732099	12 Jun 2015	41	Registered
Yell Limited	HIBU	Argentina	3165855	2596047	7 Oct 2013	42	Registered
Yell Limited	HIBU	Argentina	3165856	2596048	7 Oct 2013	43	Registered
	hibu Device (B&W)						
Yell Limited		Argentina	3165859	2732098	12 Jun 2015	9	Registered
	hibu Device (B&W)						
Yell Limited		Argentina	3165860	2596049	7 Oct 2013	16	Registered
	hibu Device (B&W)						
Yell Limited		Argentina	3165862			35	Refused
	hibu Device (B&W)						
Yell Limited		Argentina	3165869	2596052	7 Oct 2013	36	Registered
Yell Limited	hibu Device (B&W)	Argentina	3165870	2938754	30 May 2018	38	Registered

TRADEMARK

REEL: 007024 FRAME: 0832

Pages 6 through 9 intentionally omitted.



u Device (series of two)

Yell Limited



United Kingdom

2621811

2621811

22 Feb 2013 9,16,35,36,38,39,41,42,43,45 Registered

United States of America

HIBU

Yell Limited

United States of America

85/630993

4834286

20 Oct 2015 9,16,35,36,38,39,41,42,43,45 Registered

hibu Device (B&W)

Yell Limited



United States of America

85/631001

5,481,220

29 May 2018 9

Registered

hibu Device (B&W)

Yell Limited



United States of America

85/984320

5340936

21 Nov 2017 16,35,38,41,42

Registered

u Device

Yell Limited



United States of America

85/630997

5450688

24 Apr 2018 9,16,35,38,41,42

Registered

TM Administrator - END OF REPORT

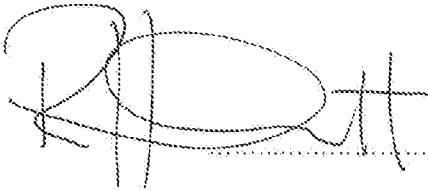
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Schedule 2
Domain Names
[Intentionally Omitted]

Schedule 3
Intragroup License
[Intentionally Omitted]

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties on the date first above written.

Signed by
for and on behalf of
YELL LIMITED

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) 

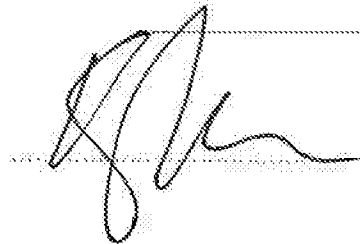
Signed by
for and on behalf of
HIBU INC.

)
)
)

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties on the date first above written.

Signed by)
for and on behalf of)
YELL LIMITED)

Signed by)
for and on behalf of)
HIBU INC.)

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a dotted line.