

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594449

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Brand and Intellectual Property Agreement		
RESUBMIT DOCUMENT ID:	900565209		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WECHANGERS LIMITED		07/01/2019	Corporation:
RECEIVING PARTY DATA			
Name:	WCHRS LDA		
Street Address:	RUA DR RAMALHO FONTES 87 8 ESQ		
City:	PORTO		
State/Country:	PORTUGAL		
Postal Code:	4150-630		
Entity Type:	Corporation: PORTUGAL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88146362	WE CHANGERS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	+351934434961		
Email:	BERNARDO@WECHANGERS.ORG		
Correspondent Name:	BERNARDO JANSON		
Address Line 1:	RUA DR RAMALHO FONTES 87 8 ESQ		
Address Line 4:	PORTO, PORTUGAL 4150-630		
NAME OF SUBMITTER:	Bernardo Janson		
SIGNATURE:	/Bernardo Janson/		
DATE SIGNED:	08/27/2020		
Total Attachments: 5			
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BRAND AND INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") is made by and between:

WECHANGERS LIMITED a company validly registered under the laws of England, having its principal place of business at Lime Wharf, Vynner Street, 1st Floor, London E2 9DJ, United Kingdom, Company number 11150644 (Seller)

And

WCHRS LDA, a company validly registered under the laws of Portugal, having its principal place of business at Rua Dr Ramalho Fontes 87 8 Esq, 4150-630 Porto, tax ID 515561886,

(hereinafter referred to as the "Purchaser").

Hereinafter jointly referred to as the "Parties" or separately as a "Party".

ARTICLE 1 PURPOSE AND SCOPE OF THE AGREEMENT

1. By the present agreement, the Seller sells to the Purchaser, which buys, the intellectual property - "WeChangers Platform". The "WeChangers Platform" is a digital platform built using web technologies and relational databases, with the aim to map and connect people and organizations working in the social impact field. People can sign up, create a Project profile, connect with other people and share content relative to their interests. It also includes the "Private Community" sub-product which allows customer organizations to create their own private version of wechangers.org, with their own members, branding, and custom URL.

2. By the present contract, the Seller sells to the Purchaser, which buys, the UK Trademark "We Changers" (trademark number UK00003314171) and the USA Trademark "We Changers" (trademark no. 5.888.684), as per summaries of registrations, attached as Annex I.

ARTICLE 2 PRICE

1. The price of the intellectual property - "WeChangers Platform" is 120.000,00 € (one hundred and twenty thousand euros).

2. The price of the UK Trademark "We Changers" (trademark number UK00003314171) is 15.000,00 € (thirty thousand euros) and price of the USA Trademark "We Changers" (trademark no. 5.888.684) is 15.000,00 € (thirty thousand euros).

3. Seller shall issue one invoice in name of Purchaser, upon signature of this Agreement. The payment of the price will be due on the last day of the sixth month after signature of this Agreement. Payment will be made in Euros.

ARTICLE 3 TRANSFER OF TITLE

The titles of the intellectual property - "WeChangers Platform" and of the UK Trademark "We Changers" (trademark number UK00003314171) and the USA Trademark "We Changers" (trademark no. 5.888.684) are transferred from Seller to Purchaser upon signature of this Agreement.

ARTICLE 4 BRAND TRANSFER REGISTRATION

The Seller shall sign the necessary documents and perform every procedure required to register the transfers of the titles of the Trademarks before the respective registration departments.

ARTICLE 5 CONFIDENTIALITY

Except as necessary for the performance of this Agreement, the Parties shall not disclose to third parties any confidential information which it may acquire from the other Party, and shall also prevent the aforementioned

information from being disclosed to or used by unauthorized persons or parties. The terms of this provision shall survive the termination of this Agreement.

ARTICLE 6 SEVERABILITY

If, at any time, any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any manner be affected or impaired thereby. The affected provision shall be replaced by an enforceable provision that approximates the intent and the commercial effect of the affected provision.

ARTICLE 7 WRITTEN FORM

Modifications of or amendments to this Agreement shall be valid only when made in writing signed by all Parties. This procedure may only be waived by written instrument.

ARTICLE 8 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, correspondence, and understandings with respect to the subject matter hereof. Any modification of or amendment to this Agreement must be expressly agreed to by all Parties in writing signed by the authorized representatives of each Party. This Agreement is in English and shall not be altered, amended, superseded or effected by translation into a language other than English.

ARTICLE 9 GOVERNING LAW AND DISPUTE RESOLUTION

The Agreement shall be governed by and construed in accordance with the laws of Portugal excluding its rules for choice of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall, unless amicably settled between the Parties, be finally settled by arbitration according to the Rules of Arbitration of the Commercial Arbitration Center of the Portuguese Chamber of Commerce and Industry ("Rules") by three arbitrators in accordance with said Rules. The seat of arbitration shall be Lisbon. The procedural law of this place shall apply where the Rules are silent. The arbitration proceedings shall be conducted in English. The award shall be final and binding on the Parties hereto and enforceable in any court of competent jurisdiction.

Any dispute, controversy or claim arising out of or relating to this Agreement including but not limited to the possibility or existence of the proceedings, the proceedings themselves, oral statements made during the course of the proceedings, documents and other information submitted by the Parties or prepared by the court or the arbitrator(s), and the final award shall be deemed confidential information under this Agreement. This Article shall not limit the Parties' rights to seek interim injunctive relief or to enforce an arbitration award in any court of law.

The Parties have caused this Agreement to be signed by their duly authorized representatives.

Executed in 1st of July of 2019 (the "Effective Date")

WECHANGERS LIMITED

Bernardo Janson
Name: BERNARDO JANSON
Title: DIRECTOR

* Duarte Ribeiro
Name: DUARTE RIBEIRO
Title: DIRECTOR

WCHRS LDA

Bernardo Janson
Name: **BERNARDO JANSON**
Title: **CO-FOUNDER**

+ Luis M. Alis
Name: **DUARTE RIBEIRO**
Title: **DIRECTOR**

See 20202

Trade mark number

UK00003314171

Status
Registered

View historic dates

Display various articles

Overview

Trade mark

We  Changers

Dates

Filing date
30 May 2018

Date of entry in register
07 September 2018

Renewal date
30 May 2028

Goods and services

Classes and terms

Class 35

Providing on-line forums; providing on-line chat rooms for social networking; all of which strictly related to charitable, philanthropic, volunteer, public and community services, humanitarian activities, as well as social entrepreneurship, social responsibility, social consulting, impact investing and venture philanthropy.

Class 41

Photographic reporting; arranging and conducting of conferences; rental of movies; pictures; coaching; training; education services; videotape editing; Providing on-line electronic publications; On-line publishing services; hosting seminars, presentations and discussion groups and providing training in the fields of personal development, career development, relationship building, training, recruiting, business consulting, business development, and networking and disseminating information in relation to the abovesaid; all of which strictly related to charitable, philanthropic, volunteer, public and community services, humanitarian activities, as well as social entrepreneurship, social responsibility, social consulting, impact investing and venture philanthropy.

Class 42

On-line social networking services all of which strictly related to charitable, philanthropic, volunteer, public and community services, humanitarian activities, as well as social entrepreneurship, social responsibility, social consulting, impact investing and venture philanthropy.

Names and addresses

Owner(s) name

WeChangers Limited
11 New Duntong, Place, LONDON, W1S 2HK, United Kingdom

Country of incorporation
United Kingdom

View owner's other trademarks

Publications

First advert

Journal
2018/03/26

Date of publication
28 June 2018

View trademark mark | Glossary of terms

Figure 2 Trademark registration on UK Intellectual Property Office

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