

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citigroup Inc.		04/24/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Proximity Limited		
Street Address:	131 Finsbury Pavement		
City:	London		
State/Country:	PENNSYLVANIA		
Postal Code:	EC2A 1NT		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87673538	PROXYMITY	
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:	2152327419		
Email:	chris.turk@fisherbroyles.com		
Correspondent Name:	Christopher Turk		
Address Line 1:	1650 Market Street, 36 Floor		
Address Line 2:	FisherBroyles LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
DOMESTIC REPRESENTATIVE			
Name:	Christopher Turk		
Address Line 1:	1650 Market Street		
Address Line 2:	One Liberty Place, 36th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Christopher M Turk		
SIGNATURE:	/cmt/		
DATE SIGNED:	11/13/2020		

OP \$40.00 87673538

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “Assignment”) is entered into as of April 24, 2020 (the “Effective Date”), by and between CITIGROUP INC. (“Assignor”) and PROXYMITY LIMITED (“Assignee”).

- (A) Citibank, N.A. (“Citibank”), an Affiliate of Assignor, and Assignee are parties to that certain Asset Contribution Agreement, dated as of the Effective Date, by and among Citibank, Citi Ventures Inc., Moorgate PV Holdings LLC and Assignee (the “Asset Contribution Agreement”).
- (B) Pursuant to the Asset Contribution Agreement, Citibank has agreed to cause its Affiliates, including Assignor, to contribute to Assignee, and Assignee has agreed to receive and accept from Assignor, all of the registered trademarks and trademark applications as more fully described on Schedule A hereto (the “Transferred Marks”) and all of the Assumed Liabilities associated therewith.
- (C) In connection with the consummation of the transactions contemplated by the Asset Contribution Agreement, the parties hereto are executing and delivering this Assignment to the other parties hereto.

NOW, THEREFORE, in consideration of the transactions contemplated in the Asset Contribution Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms have the meanings set forth in the Asset Contribution Agreement.

2. Assignment. Assignor hereby contributes, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby receives, acquires and accepts from Assignor, all of Assignor’s and its Affiliates’ rights, title and interests in, to and under the Transferred Marks and to any and all of the following (collectively, the “Trademark Rights”), together with the goodwill of the Proximity Business associated therewith and symbolized thereby and with all of the Assumed Liabilities associated therewith:

- (a) the Transferred Marks;
- (b) all issuances, extensions and renewals of any item in any of the foregoing category (a);
- (c) all foreign trademarks, trademark applications, and counterparts relating to any item in any of the foregoing categories (a) and (b);
- (d) all rights of any kind whatsoever to apply in any or all countries of the world for trademarks, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (c), including, without limitation, under the

Paris Convention for the Protection of Industrial Property, the Madrid System for the International Registration of Marks, or any other convention, treaty, agreement, or understanding throughout the world;

(e) all claims and causes of action and other enforcement rights under, or on account of, any of the Transferred Marks or any item in any of the foregoing categories (b) through (e), including, without limitation, all claims and causes of action and other enforcement rights for (i) damages; (ii) injunctive relief, and (iii) any other remedies of any kind for infringement, misappropriation, violations, misuse, dilutions, breach or default, including, without limitation, the right to sue and to collect or otherwise recover any such damages; and

(f) all rights to collect royalties, fees, income and other payments under or on account of any of the Transferred Marks or any item in any of the foregoing categories (b) through (e).

3. Authorization of Governmental Agencies. Assignor authorizes and requests that the Commissioner of Patents and Trademarks and any other respective patent or trademark office, government officer or governmental agency in any jurisdiction to record and register this Assignment upon request of the Assignee and issue any and all registrations or other governmental grants or issuances that may be granted upon any of the Trademark Rights in the name of Assignee, as the assignee to the entire interest therein. Following the date hereof, upon Assignee's reasonable request and at Assignee's cost and expense, Assignor shall take such steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, solely as may be necessary to perfect the assignment of the Transferred Marks to Assignee in accordance with the Asset Contribution Agreement.

4. Miscellaneous. All of the terms and provisions of this Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the provisions of this Assignment shall be varied or terminated except by written agreement of the parties hereto. If any provisions of this Assignment shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Assignment shall not be affected thereby and each other term, covenant, condition, and provision shall be valid and enforceable to the fullest extent permitted by law. This Assignment may be signed in any number of counterparts (including counterparts delivered by facsimile or electronic transmission), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

5. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights, remedy or claim hereunder.

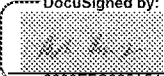
6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York applicable to contracts to be performed wholly within such State.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be executed by their duly authorized representatives as of the Effective Date.

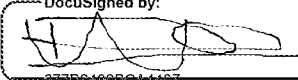
ASSIGNOR:

CITIGROUP INC.

By:  _____
Name: Andrew Reiniger
Title: Head of M&A and Authorized Representative

ASSIGNEE:

PROXYMITY LIMITED

DocuSigned by:

By: _____
Name: Dean Little
Title: Chief Executive Officer

Schedule A
Transferred Marks

1. Common law trademark rights in the Proxyimity logo and Proxyimity character icons.
- 2.

Jurisdiction	Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description
Australia	PROXYMITY	Registered	1924187 May 3, 2018	1924187 Feb 27, 2019	Citigroup Inc.	35 Corporate management assistance services, namely, providing digital corporate proxy voting management and processing services, including, electronic proxy vote collection, tabulation and reporting, and delivery of proxy voting-related communications, documents and information for banks, brokers, transfer agents and issuers via a global computer network and mobile devices.
Australia	PROXYMITY	Registered	1969618 May 3, 2018	1969618 Feb 5, 2019	Citigroup Inc.	42 Providing online non-downloadable computer software for corporate proxy voting; platform as a service (PAAS) featuring computer software platforms for corporate proxy voting; software as a service (SAAS) services featuring software for corporate proxy voting.
European Union	PROXYMITY	Registered	017896187 May 7, 2018	017896187 Feb 23, 2019	Citigroup Inc.	35 Providing digital corporate proxy voting management and processing services, including, electronic proxy vote collection, tabulation and reporting, and delivery of proxy voting-related communications, documents and information for banks, brokers, transfer agents and issuers via a global computer network and mobile devices.
Hong Kong	PROXYMITY	Registered	304513509 May 3, 2018	304513509 Dec 12, 2018	Citigroup Inc.	35 Corporate management assistance services, namely, providing digital corporate proxy voting management and processing services, including, electronic proxy vote collection, tabulation and reporting, and delivery of proxy voting-related communications, documents and information for banks, brokers, transfer agents and issuers via a global computer network and mobile devices; providing business information in the field of corporate proxy voting. 42 Providing online non-downloadable computer software for corporate proxy voting; platform as a service (PAAS) featuring computer software platforms for corporate proxy voting; software as a service (SAAS) services featuring software for corporate proxy voting.
United Kingdom	PROXYMITY	Registered	UK00003308617 May 3, 2018	UK00003308617 Jul 20, 2018	Citigroup Inc.	35 Corporate management assistance services, namely, providing digital corporate proxy voting management and processing services, including, electronic proxy vote collection, tabulation and reporting, and delivery of proxy voting-related communications, documents and information for banks, brokers, transfer agents and issuers via a global computer network and mobile devices.

Jurisdiction	Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description
United States of America	PROXYMITY	Allowed	87673538 Nov 6, 2017		Citigroup Inc.	<p>35 Corporate management assistance services, namely, providing digital corporate proxy voting management and processing services, including, electronic proxy vote collection, tabulation and reporting, and delivery of proxy voting-related communications, documents and information for banks, brokers, transfer agents and issuers via a global computer network and mobile devices; providing business information in the field of corporate proxy voting.</p> <p>42 Providing online non-downloadable computer software for corporate proxy voting; platform as a service (PaaS) featuring computer software platforms for corporate proxy voting; software as a service (SaaS) services featuring software for corporate proxy voting.</p>