

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619643

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900579146		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kontor Real Estate Limited		11/04/2020	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Kontor Technology Limited		
Street Address:	Unit 6, 37-42 Charlotte Road		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2A 3PG		
Entity Type:	Limited Liability Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4876174	KONTOR	
Serial Number:	88191977	KONTOR	
CORRESPONDENCE DATA			
Fax Number:	5128538801		
<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:	512-853-8800		
Email:	dkgpto@intprop.com		
Correspondent Name:	Dwayne K. Goetzel		
Address Line 1:	1120 S Cap of TX Hwy., Bldg. 2, Ste. 300		
Address Line 4:	Austin, TEXAS 78746		
NAME OF SUBMITTER:	Dwayne K. Goetzel		
SIGNATURE:	/Dwayne K. Goetzel/		
DATE SIGNED:	01/11/2021		
Total Attachments: 7			
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DATED

4th November 2020

INTRA-GROUP ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

KONTOR REAL ESTATE LIMITED

and

KONTOR TECHNOLOGY LIMITED

This contract is dated 4th November 2020

Parties

- (1) Kontor Real Estate Limited incorporated and registered in England and Wales with company number 09253897 whose registered office is at Unit 6 37-42 Charlotte Road, Shoreditch, London, United Kingdom, EC2A 3PG (**Assignor**).
- (2) Kontor Technology Limited incorporated and registered in England and Wales with company number 12921283 whose registered office is at Unit 6 37-42 Charlotte Road, Shoreditch, London, United Kingdom, EC2A 3PG (**Assignee**).

BACKGROUND

- (A) The Assignor owns the Intellectual Property Rights (as defined below).
- (B) The Assignee is a Group Company.
- (C) The Assignor has agreed to assign to the Assignee the Intellectual Property Rights and any Future Intellectual Property Rights owned by the Assignor (including, but not limited to the rights set out in the Schedules to this agreement) on the terms set out in this agreement

1. Interpretation

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

1.1 Definitions:

Assigned Rights: the Trade Marks, the Domain Names, the Unregistered Rights and all the Intellectual Property Rights and Future Intellectual Property Rights owned by the Assignor (including, but without limited to, the rights set out in the Schedules to this agreement).

Domain Names: the domain names, short particulars of which are set out in Schedule 4.

Future Intellectual Property Rights: any copyright, all other rights in the nature of copyright, database rights and rights in designs (unregistered designs and design rights) owned by the Assignor after the date of this agreement.

Group Company: in respect of both parties a Subsidiary of another company, their Holding Company, from time to time (and for the purpose of this definition the words Subsidiary and Holding Company shall have the meanings ascribed to them by section 1159 of the Companies Act 2006).

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 trade marks and the applications and the unregistered trade marks and trade names, short particulars of which are set out in Schedule 1 and Schedule 2.

Unregistered Rights: the unregistered Intellectual Property Rights subsisting in the materials set out in Schedule 3.

VAT: value added tax chargeable in the UK.

- 1.2 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.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 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.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. **Assignment**

In consideration of the sum of ~~redacted~~ (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
- (b) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services for which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend or 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. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment 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.

4. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

5. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. Entire agreement

6.1 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.

6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

7. Variation

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

8. Severance

8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

8.2 If any provision or part-provision of this agreement is deemed deleted under clause 8.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. Counterparts

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

10. 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.

11. Governing law

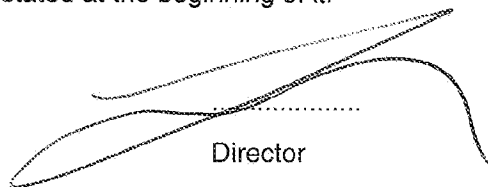
This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12. 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.

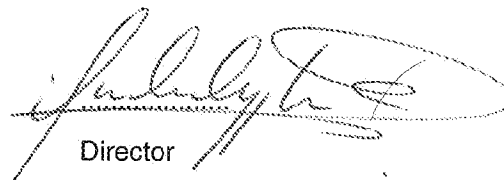
This contract has been entered into on the date stated at the beginning of it.

Signed by James Townsend for
and on behalf of Kontor Real
Estate Limited



Director

Signed by Luke Appleby for
and on behalf of Kontor
Technology Limited





Director

04. 11. 2020

Schedule 1 - Registered trade marks and applications

Country	Mark	Status	App/Reg no.	Filing date	Classes
redacted					
redacted					
redacted					
redacted					
redacted					
redacted					
US	KONTOR	Registered	86479708	12/12/2014	42

Schedule 2 – Unregistered trade marks

Country	Mark	Date of first use
redacted		
redacted		
redacted		
US		2015