

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MVN ASSET MANAGEMENT LIMITED		12/22/2020	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	MAVEN SECURITIES HOLDING LTD		
Street Address:	6 Bevis Marks		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	C3A 7BA		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5409911	MVN	
CORRESPONDENCE DATA			
Fax Number:	2023545232		
<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:	202-808-3570		
Email:	docketing@kelly-ip.com, hue.morrison@kelly-ip.com		
Correspondent Name:	David M. Kelly/KELLY IP, LLP		
Address Line 1:	1300 19th Street, NW, Suite 300		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	4857.0076		
NAME OF SUBMITTER:	David M. Kelly		
SIGNATURE:	/David M. Kelly/		
DATE SIGNED:	03/03/2021		
Total Attachments: 21			
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ASSET ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is dated 22nd December 2020

PARTIES

- (1) **MVN ASSET MANAGEMENT LIMITED** whose registered office is at Level 5 140 Leadenhall Street EC3V 4QT (**Assignor**).
- (2) **MAVEN SECURITIES HOLDING LTD** incorporated and registered in England and Wales with company number 07505438 whose registered office is at 6 Bevis Marks, London, EC3A 7BA (**MSHL**).

BACKGROUND

- (A) The Assignor owns and/or controls the Assets. The Assignor has agreed to assign all rights in the Assets to MSHL on the terms set out in this Assignment.
- (B) The parties also acknowledge that the Assignor may create, own and/or control the and the Assignor has agreed to assign all rights in the same to MSHL on the terms set out in this Assignment.

AGREED TERMS

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this Assignment (including in the Background, above):

Assets: means any and all Intellectual Property Rights owned and/or controlled by the Assignor including the , Trade Marks, Software and Documentation.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: all information relating to or comprised in the Assets , this Assignment and any other information which is not public knowledge and has not been disclosed to third parties, including all know-how and trade secrets.

Documentation: all and any documentation (whether in human or machine readable form) relating to the Assets, including all:

- (a) operating manuals, user instruction manuals and training materials; and
- (b) documents associated with the creation, design, development or modification of the said software, including technical or functional specifications, flow charts, algorithms, architectural diagrams, data models, build instructions, testing or configuration documentation and technical data.

Group: means in relation to any company that company and every other company which from time to time is a subsidiary or holding company of that company or a subsidiary of any such holding company and the terms “subsidiary” and “holding company” shall have the meanings given to them by Section 1159 Companies Act 2006).

Intellectual Property Rights: means any intellectual property rights including patents, utility models, designs, design rights, copyright (including rights in software), database rights, trade marks, rights pursuant to passing off, goodwill, service mark, domain names, know-how, rights in confidential information (including technical and commercial trade secrets) and image rights, in each case whether registered or not and including any application for registration and renewals or extensions of such rights in any country in the world.

Software: (if applicable) means any computer software developed by or on behalf of the Assignor, including but not limited to that software described in a schedule hereto, and all updates, upgrades, releases and versions thereof existing at the date of this Assignment, including:

- (a) the source code and object code; and
- (b) all other works or material recorded or embodied in the software, including the audio or visual content in any screen displays in the user interface.

Trade Marks: means the registered trade marks of the Assignor set out in Schedule 1.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Assignment.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this Assignment.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 This Assignment shall be binding on, and enure to the benefit of, the parties to this Assignment and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes fax.
- 1.11 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 or following those terms.

2. ASSIGNMENT

- 2.1 In consideration of the sum of £1 (receipt and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby assigns to MSHL absolutely with full title guarantee all right, title and interest in and to the Assets (including by way of present assignment of future rights (including copyright and rights in performance)), including without limitation:
 - (a) all statutory, common law and other rights attaching to the Assets (whether registered or unregistered) of whatever nature, whether now known or created in the future, to which the Assignor is now, or at any time after the date of this Assignment may be, entitled by virtue of the laws in force in the United Kingdom and in any other part of the world;
 - (b) the absolute entitlement to any registered Trade Marks and patents granted pursuant to any applications comprised in the Trade Marks and patents together with the goodwill relating to the Trade Marks and otherwise in relation to the Assets; and
 - (c) all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, 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 Assets, whether occurring before, on, or after the date of this Assignment.

3. CONFIDENTIALITY

- 3.1 The Assignor agrees not to communicate or otherwise make available the Confidential Information to any third party without the prior written consent of MSHL, nor use the

Confidential Information for any purpose except, in either case, to the extent that the Assignor can show that the Confidential Information:

- (a) has become public knowledge other than through any breach of this Assignment; or
- (b) is received after the date of this Assignment by the Assignor from a third party who did not acquire it in confidence from the Assignor or MSHL, or from someone owing a duty of confidence to the Assignor or MSHL.

4. FURTHER ASSURANCE

Each party shall on the other party's written request, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Assignment.

5. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Assignment 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 Assignment 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 Assignment. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Assignment.

7. VARIATION

No variation of this Assignment 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 Assignment is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Assignment.

8.2 If any provision or part-provision of this Assignment is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. COUNTERPARTS

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

10. THIRD PARTY RIGHTS

A party to this Assignment their successors and permitted assigns shall have any right to enforce any of its terms.

11. NOTICES


- 11.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by email, by hand, or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 11.2 Any notice shall be deemed to have been received:
- (a) if delivered by email, upon receipt;
 - (b) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
 - (c) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. GOVERNING LAW AND JURISDICTION

- 12.1 This Assignment 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.
- 12.2 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) that arises out of or in connection with this Assignment or its subject matter or formation.

IN WITNESS WHEREOF this Assignment has been duly executed to be effective as of the date set out at the beginning of this Assignment.


SIGNED FOR AND ON BEHALF OF MAVEN SECURITIES HOLDING LTD

Signature: 

Name: **Ian Toon**

Title: **director**

SIGNED FOR AND ON BEHALF OF MVN ASSET MANAGEMENT LTD

Signature: 

Name: **Ian Toon**

Title: **Director**






URGENT SIGNATURE MVN to MSHL Trade mark IP Assignment agreement 21.12.2020 With schedules

Final Audit Report

2020-12-21

Created:	2020-12-21
By:	Ash Rahmat (ash.rahmat@mavensecurities.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeHpZ1qOniG23vgirKiPgoklcwUCwbxCp

"URGENT SIGNATURE MVN to MSHL Trade mark IP Assignme nt agreement 21.12.2020 With schedules" History

-  Document created by Ash Rahmat (ash.rahmat@mavensecurities.com)
2020-12-21 - 5:42:23 PM GMT- IP address: 80.169.176.37
-  Document emailed to Ian Toon (ian.toon@maven-ipl.com) for signature
2020-12-21 - 5:44:27 PM GMT
-  Email viewed by Ian Toon (ian.toon@maven-ipl.com)
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-  Document e-signed by Ian Toon (ian.toon@maven-ipl.com)
Signature Date: 2020-12-21 - 6:00:30 PM GMT - Time Source: server- IP address: 80.169.176.37
-  Agreement completed.
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