

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639436

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mulberry Street Pty Ltd.		03/09/2021	Proprietary Limited Company: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Select Equity Group, L.P.		
<b>Street Address:</b>	380 Lafayette Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4373646	MULBERRY STREET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2128082722		
<b>Email:</b>	howard.shire@troutman.com		
<b>Correspondent Name:</b>	Howard J Shire		
<b>Address Line 1:</b>	875 3rd Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Vincent Martell		
<b>SIGNATURE:</b>	/vincent martell/		
<b>DATE SIGNED:</b>	04/15/2021		
<b>Total Attachments: 6</b>			
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## TRADEMARK AGREEMENT

This Trademark Agreement is by and between Mulberry Street Pty Ltd., an Australian proprietary limited company, with an address of 4/29-31 King William Street c/o Andreyev Pty Ltd, Adelaide, SA Australia 5000 ("Mulberry Street"), and Select Equity Group, L.P., a Delaware limited partnership with an address of 380 Lafayette Street, New York, New York 10003 ("Select Equity") (collectively, the "Parties", or each, a "Party").

**WHEREAS**, pursuant to the Trademark Assignment dated as of March \_\_\_\_\_, 2021, Mulberry Street granted, assigned and conveyed to Select Equity all of its right, title and interest in and to United States Trademark Registration No. 4,373,646 for the mark MULBERRY STREET, including all common law rights, for use in connection with "[i]nsurance agencies and financial consultancy services; namely, real estate investment, evaluation of real property, financial due diligence, real estate brokerage, real estate agencies and general real estate consultancy and real estate investment trust advisory services" ("Mulberry Services") in Class 36 (the "Registration");

**WHEREAS**; the Parties have agreed to certain rights in and to the MULBERRY STREET trademark (the "Trademark") outside of the United States and wish to memorialize those rights herein;

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agrees as follows:

I. In exchange for the assignment of the Registration and the other covenants by Mulberry Street herein, Select Equity shall pay Mulberry Street a total of \$41,350 USD in immediately available funds by wire transfer to an account designated in writing by Mulberry Street, within thirty (30) days following execution of this Agreement by the Parties.

2. Mulberry Street warrants and represents that it owns no rights in or to the Trademark outside of the United States, except for Australia, and Mulberry Street agrees that it will not object to use of the Trademark by Select Equity in connection with equity asset management services in any country throughout the world, including, without limitation, Australia.

3. Mulberry Street represents and warrants that (a) there are no third party rights, title or interests inconsistent with its right, title and interests in the Trademark; and (b) the Trademark does not infringe, misappropriate or violate any third party's trademarks.

4. Mulberry Street will execute any documents requested by Select Equity regarding its right to use the Trademark as outlined in Section 2.

5. The Trademark Assignment and this Agreement contain the entire agreement of the parties with respect to the Trademark. This Agreement may only be modified in a written instrument executed by the Parties. The parties shall keep the terms of this Agreement strictly confidential.


6. Select Equity may freely assign this Agreement, as well as its rights hereunder, in whole or in part, to any third party. This Agreement shall be binding, valid and enforceable against, and the benefits shall inure to, each of the Parties' successors, licensees, assigns and parties in privity with them.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in New York, New York, in the event of any litigation concerning or arising out of this Agreement.

8. If any provision of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

9. The Parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original and shall become effective and binding upon the Parties at such time as all of the signatories hereto have signed each counterpart of this Agreement.

WHEREFORE, the Parties, through their duly authorized representatives, agreeing with the facts set forth herein, and with the intent to be legally bound hereby, adhere on the date set forth below.



**Mulberry Street Pty Ltd.**

**Select Equity Group, L.P.**

Name: ANTHONY FEO

Name: \_\_\_\_\_

Title: DIRECTOR

Title: \_\_\_\_\_

Date: 9 MARCH 2021

Date: \_\_\_\_\_

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of this \_\_\_ day of March, 2021, by and between Mulberry Street Pty Ltd, an Australian Proprietary Limited Company ("Assignor"), and Select Equity Group, L.P., a Delaware Limited Partnership ("Assignee"), (collectively, the "Parties")

### WITNESSETH:

WHEREAS, Assignor is the owner of the United States trademark set forth on Schedule I (the "Trademark");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, including both the registration listed in Schedule I (the "Registration") and all common law rights in and to the Trademark.
2. Assignor hereby represents and warrants that it has the full right to convey to Assignee all right, title and interest in and to the Trademark and the Registration, and that all rights to the Trademark and Registration are valid and subsisting, and have not been abandoned.
3. The rights transferred by this Assignment include the right to bring all legal actions related to the Trademark, including actions for any infringement, whether the infringement occurred before or after this Assignment, and the right to recover damages for such infringement.
4. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

5. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the undersigned hereby executes this Assignment as of the date first above written.

**Mulberry Street Pty Ltd**

By: *Anthony FEO*

Name: ANTHONY FEO

Title: DIRECTOR

**SCHEDULE I**

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Class(es)</u>
US	MULBERRY STREET	85704540	August 15, 2012	4373646	July 23, 2013	Registered	36

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