

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDIUS CAPITAL LIMITED		07/06/2021	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	TYCHETOOLS GROUP LTD		
Street Address:	36 Copthorne Road		
City:	Hertfordshire		
State/Country:	UNITED KINGDOM		
Postal Code:	WD3 4AQ		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88750715	TYCHETOOLS	
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:	7818880424		
Email:	gwenn@onsidecounsel.com		
Correspondent Name:	Gwenn Roos		
Address Line 1:	26 Brookdale Avenue		
Address Line 4:	Wellesley, MASSACHUSETTS 02482		
DOMESTIC REPRESENTATIVE			
Name:	Gwenn Roos		
Address Line 1:	26 Brookdale Avenue		
Address Line 4:	Wellesley, MASSACHUSETTS 02482		
NAME OF SUBMITTER:	Gwenn Roos		
SIGNATURE:	/geroos/		
DATE SIGNED:	08/08/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the 'Agreement') is entered into this06/07/2021..... (the 'Effective Date') by and between MEDIUS CAPITAL LIMITED, a company duly organized and existing under the laws of the United Kingdom and having its principal place of business at 7a Abbey Business Park Monks Walk Farnham Surrey GU9 8HT, United Kingdom ('Assignor') and TYCHETOOLS GROUP LTD, a company duly organized and existing under the laws of the United Kingdom and having its principal place of business at 36 Copthorne Road, Croxley Green, Hertfordshire WD3 4AQ, United Kingdom ('Assignee').

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain registered trademarks, filed/registered with EUIPO, UKIPO and USPTO, as listed in attached **Exhibit A** ('the Marks').

B. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks listed in **Exhibit A**.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Marks;
- (ii) All registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) There are no liens or security interests against the Marks;

(iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(v) Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

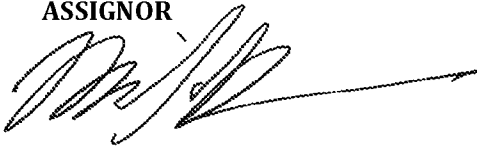
4. Assignor further agrees to: (a) cooperate with Assignee in the prosecution of The Application (where any of the Marks has not been registered yet or it is under cancellation proceedings); (b) execute, verify, acknowledge, and deliver all such further papers, including authorizations, trademarks applications, registration certificates, renewal certificates and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Marks in force.

5. Miscellaneous.

This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes or claims which may not be resolved amicably between the parties hereto shall be settled by the Courts of the city of London and according to the procedural laws of the United Kingdom.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR



Name: MICHAEL METELID
Title: CHAIRMAN

ASSIGNEE

RODRIGUEZ
ANTIBON,
JOAQUIN
(AUTENTICACIÓN)

Name:
Title:

Firmado digitalmente
por RODRIGUEZ
ANTIBON, JOAQUIN
(AUTENTICACIÓN)
Fecha: 2021.07.06
13:01:55 +02'00'

Exhibit A

Trademark No.	Country	Title/Mark	Filing date
18170086	EUIPO	TycheTools	20/12/2019
UK00918170086	UK	TycheTools	20/12/2019 <i>(UK trademark application claiming the date of filing of EUTM 18170086 within nine months from 01/01/2021, according to the transitional provisions of Brexit).</i>
88/750715	US	TycheTools	08/01/2020