

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capita plc		08/23/2021	Limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	AMT-Sybex Limited		
Street Address:	65 Gresham Street		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC2V 7NQ		
Entity Type:	Limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6082951	AMT-SYBEX	
Registration Number:	5748891	AFFINITY NETWORKFLOW	
Registration Number:	5748892	AFFINITY FIELDREACH	
Registration Number:	5958640	LEASEPOINT	
CORRESPONDENCE DATA			
Fax Number:	2077747499		
<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:	2077744000		
Email:	trademarks@verrill-law.com		
Correspondent Name:	Charles P. Bacall		
Address Line 1:	Verrill Dana LLP		
Address Line 2:	One Portland Square		
Address Line 4:	Portland, MAINE 04101		
NAME OF SUBMITTER:	Charles P. Bacall		
SIGNATURE:	/charles p. bacall/		
DATE SIGNED:	10/13/2021		
Total Attachments: 6			
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DATED – 23 August 2021

(1) CAPITA PLC (ASSIGNOR)

AND

(2) AMT-SYBEX LIMITED (ASSIGNEE)

TRADE MARK ASSIGNMENT

This ASSIGNMENT is dated 23 August 2021

BETWEEN:

- (1) Capita plc incorporated and registered in England with company number 02081330 whose registered office is at 65 Gresham Street, London, England, EC2V 7NQ (**Assignor**).
- (2) AMT-Sybex Limited incorporated and registered in England and Wales with company number 03036807 whose registered office is at 65 Gresham Street, London, England, EC2V 7NQ (**Assignee**).

BACKGROUND

RECITALS

- A. The Assignor is the proprietor of the Trade Marks, short particulars of which are set out in Schedule 1.
- B. The Assignor has agreed to assign all of its right, title and interest in and to the Trade Marks to the Assignee on the terms of this Assignment.

IT IS AGREED as follows:

1 ASSIGNMENT

- 1.1 In consideration of the sum of £1 paid by the Assignor to the Assignee (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Trade Marks, including:
 - 1.1.1 all statutory rights attaching to the Trade Marks, and all of the goodwill attaching to and represented by the Trade Marks, but no other goodwill; and
 - 1.1.2 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, misuse or any other cause of action (including passing off) arising from or relating to ownership, of any of the Trade Marks whether occurring before, on or after the date of this assignment.

2 FURTHER ASSURANCE

- 2.1 The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee reasonably requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this assignment, including registration of the Assignee as applicant or registered proprietor of the Trade Marks.
- 2.2 The Assignor shall, at the Assignee's cost, use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this assignment.

3 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.

4 ENTIRE AGREEMENT

- 4.1 This assignment constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 4.2 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.
- 4.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this assignment.

5 VARIATION

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

6 SEVERANCE

- 6.1 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.
- 6.2 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.

7 COUNTERPARTS

This assignment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same assignment.

8 THIRD PARTY RIGHTS

No one other than a party to this assignment, their successors and permitted assignees, shall have any right to enforce any of its terms.

9 NOTICES

- 9.1 Any notice or other communication given to a party under or in connection with this assignment shall be in writing and shall be delivered by hand or by pre-paid first class post or other next working day delivery service at its registered office.
- 9.2 Any notice or other communication shall be deemed to have been duly received:
 - 9.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
 - 9.2.2 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.

9.3 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.

10 GOVERNING LAW

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

11 JURISDICTION

11.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

11.2 The Assignee and the Assignor hereby irrevocably submit to the exclusive jurisdiction of the English courts in respect of all proceedings (whether relating to contractual or non-contractual obligations) arising from or related to this assignment.

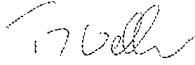
This agreement has been entered into on the date stated at the beginning of it.

**SCHEDULE 1
Part 1**

TRADE MARKS

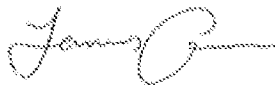
Trade Mark	Country	Registration Number	Classes
AMT-SYBEX	United States of America	6082951	9; 35; 41; 42
AMT-SYBEX	European Trademark-CTM	10306371	9; 35; 37; 41; 42
AMT- SYBEX Device	United Kingdom	UK00002022271	9; 42
AMT-SYBEX	United Kingdom	UK0000910306371	9; 35; 37; 41; 42
SYSTEMREACH	European Trademark-CTM	011272127	9, 37, 42
AFFINITY SUITE	European Trademark-CTM	010291458	9, 37, 42
FIELDREACH	European Trademark-CTM	010291664	9, 37, 42
METERFLOW	European Trademark-CTM	010291681	9, 37, 42
LEASEPOINT	United Kingdom	UK00912281408	9, 37, 42
LEASEPOINT	European Trademark-CTM	012281408	9, 37, 42
AFFINITY NETWORKFLOW	United Kingdom	UK00003320254	9 and 42
AFFINITY FIELDREACH	United Kingdom	UK00003320257	9 and 42
AFFINITY NETWORKFLOW	Unites States of America	5748891	9 and 42
AFFINITY FIELDREACH	Unites States of America	5748892	9 and 42
LEASEPOINT	Unites States of America	5958640	9, 37,42
Networkflow	European Trademark-CTM	012053617	9, 37, 42
MARKETFLOW	European Trademark-CTM	010291391	37, 42
MARKETFLOW	European Trademark-CTM	010407799	9, 42

Signed by
for and on behalf of **Capita plc**



Tim Weller
Director

Signed by
for and on behalf of **AMT-Sybex Limited**



James Cowan
Director