

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM685829

<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>
ER Travel Services Ltd		02/27/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ER CAPITAL LTD		
<b>Street Address:</b>	9th Floor Liver Building, Pier Head		
<b>City:</b>	Liverpool		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	L3 1HU		
<b>Entity Type:</b>	Limited Liability Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5329268	EASIRENT	
<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>	800-768-9399		
<b>Email:</b>	derek@plusfirm.com		
<b>Correspondent Name:</b>	Derek Fahey		
<b>Address Line 1:</b>	101 NE 3rd Avenue, Suite 1500		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33301		
<b>ATTORNEY DOCKET NUMBER:</b>	Hanley-Assign-EASIRENT		
<b>NAME OF SUBMITTER:</b>	Derek Fahey		
<b>SIGNATURE:</b>	/Derek Fahey/		
<b>DATE SIGNED:</b>	11/04/2021		
<b>Total Attachments: 6</b>			
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OP \$40.00 5329268



DATED 27 February 2020

(1) ER TRAVEL SERVICES LTD (IN ADMINISTRATION)

(2) THE ADMINISTRATORS

(3) ER CAPITAL LTD

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ASSIGNMENT OF  
INTELLECTUAL PROPERTY

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Pinsent Masons

THIS AGREEMENT is made on

27 February

2020

**BETWEEN:-**

- (1) **ER TRAVEL SERVICES LTD (IN ADMINISTRATION)** (Company Number 06895847) whose registered office is at Liver Building, 9th Floor Liver Building, Liverpool, Merseyside, L3 1HU (the "Company");
- (2) **PETER DAVID DICKENS** of PricewaterhouseCoopers LLP, 1 Hardman Square, Manchester, M3 3EB and **ROSS DAVID CONNOCK** of PricewaterhouseCoopers LLP, 2 Glass Wharf, Bristol, BS2 0FR respectively (the "Administrators");
- (3) **ER CAPITAL LTD** (Company Number 08272510) whose registered office is at 9th Floor Liver Building, Pier Head, Liverpool, L3 1HU (the "Purchaser"); and

**WHEREAS**

- (A) The Administrators were appointed Administrators of the Company on 27 February 2020 pursuant to Paragraph 22 of Schedule B1 to the Insolvency Act 1986 by the directors of the Company.
- (B) Pursuant to an agreement for the sale and purchase of the Business (as defined therein) made between the Company, the Administrators, the Purchaser and the Guarantors (as defined therein) of even date (the "Asset Purchase Agreement"), the Purchaser has agreed to purchase the Business of the Company.
- (C) As part of the Asset Purchase Agreement, the Purchaser has agreed to acquire the IP Assets (as defined below) and the Company has agreed to assign such right, title and interest it may have in the IP Assets to the Purchaser pursuant to the terms of this Agreement.

**IT IS AGREED** as follows:-

**1. INTERPRETATION**

1.1 In this Agreement the following expressions shall have the following meanings:

"Completion"	shall have the meaning set out in the Asset Purchase Agreement
"IP Assets"	means all Intellectual Property owned by the Company including the Trade Mark
"Intellectual Property"	shall have the meaning set out in the Asset Purchase Agreement together with the Trade Mark.
"Trade Mark"	means the registered trade mark set out in Part 1 of the Schedule to this Assignment together with any goodwill attached thereto
"VAT"	means Value Added Tax or any equivalent tax which may at any time during the currency of this Assignment be imposed in substitution for or in addition to it.

1.2 Except as set out in this Agreement all capitalised terms in this Agreement shall have the same meaning as such terms are defined in the Asset Purchase Agreement, unless the context otherwise demands.

- 1.3 In this Agreement, unless the context otherwise requires:-
- 1.3.1 references to the singular includes the plural and vice versa and reference to any gender includes the other genders;
  - 1.3.2 references to the parties are to the parties to this Agreement;
  - 1.3.3 references to the Clauses or Schedules are to the clauses of and the schedules to this Agreement and references to this Agreement include the background recitals and the Schedules;
  - 1.3.4 the headings do not affect the interpretation of this Agreement.

## 2. **ASSIGNMENT**

In consideration of the Company (acting by its Administrators) and the Purchaser entering into the Asset Purchase Agreement and the sums payable by way of Consideration under the Asset Purchase Agreement, the Company hereby assigns to the Purchaser such right title and interest as the Company has in and to the IP Assets together with all the goodwill associated with such IP Assets.

## 3. **FURTHER ASSURANCE**

The Administrators shall at the reasonable request of the Purchaser, sign any documents and do all reasonable acts and things necessary within their statutory powers and duties to fully and effectually vest the IP Assets in the Purchaser for a period of 12 months (provided the Administrators remain in office) from Completion of the Asset Purchase Agreement (at the Purchaser's expense). The Purchaser accepts that the Administrators will not be able to give any warranties, representations or guarantees or assume any liabilities of any kind to any third parties in respect of the IP Assets.

## 4. **EXCLUSION OF WARRANTIES AND PERSONAL LIABILITY**

- 4.1 The Purchaser agrees and acknowledges that the Administrators, their firm, partners, employees, agents or other representatives do not give any warranties, representations, guarantees or conditions (whether express or implied) in relation to the ownership, assignability, validity or substance of the IP Assets. In particular, no covenant for title or title guarantee of any sort shall be implied into this Agreement.
- 4.2 The Administrators act at all times as agent of the Company. Neither the Administrators, their firm, partners, employees, agents nor other representatives shall incur any personal liability (whether in contract, tort or otherwise) under or in connection with this Agreement or any other documents subsequently entered into pursuant to this Agreement.
- 4.3 The Purchaser acknowledges that the statutory charge in paragraph 99 of Schedule B1 of the Insolvency Act 1986 shall not apply to any breach by the Company of any of its obligations under this Agreement.

## 5. **INDEMNITY**

- 5.1 The Purchaser hereby confirms with the Administrators that it will indemnify on demand and keep indemnified the Administrators and against any Claim or Loss arising by reason (directly or indirectly) of the transfer of the IP Assets to the Purchaser or by the use of the IP Assets by the Purchaser.
- 5.2 The indemnities provided by the Purchaser in this Assignment shall be limited to any Claims, Losses, or any other cost, expense or liability of any kind which rank for payment as an expense or necessary disbursement of the administration of the Seller or a debt or liability under paragraph 99 of Schedule B1 to the Insolvency Act 1986 and/or Rule 3.51(2) of the Insolvency Rules 2016.

6. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 ("Act") to rely upon or enforce any term of this Agreement provided that this does not affect any right or remedy of the third party which exists or is available apart from the Act. No party may declare itself as a trustee of the rights under this Agreement for the benefit of any third party save as expressly provided in this Agreement.

7. **VARIATION**

No variation or amendment of this Assignment shall bind any of the parties unless made and agreed to in writing by duly authorised officers of each party.

8. **EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument which shall only be deemed executed when counterparts executed by all the parties are delivered.

9. **GOVERNING LAW AND ENFORCEMENT**

9.1 This Assignment and any non-contractual obligation arising out of or in connection with it are governed by English Law.

9.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute relating to any non-contractual obligation arising out of or in connection with this Assignment).

**IN WITNESS** whereof the parties have executed this Agreement **AS A DEED** on the date hereof.

SCHEDULE 1

PART 1 - TRADE MARK

Mark	Number	Country
<u>Easirent</u>	RN: 015521784 AN: 015521784	European Union
<u>Easirent</u>	RN:5329268 SN:87416387	United States of America

EXECUTED (but not delivered until the date hereof) AS A DEED by (as agent and without personal liability)



on his own behalf and on behalf of the ER TRAVEL SERVICES LTD (IN ADMINISTRATION) and on his own behalf and on behalf of the ADMINISTRATORS

in the presence of:

Signature of Witness:



Name of Witness:

ALEX SAMUELS

Address:

ONE KINGSWAY  
CF10 3PW

EXECUTED (but not delivered until the date hereof) AS A DEED by

Duly authorised on behalf of ER CAPITAL LTD

.....Director

in the presence of:

.....Director/ Secretary

Signature of Witness:

Name of Witness:

Address: