

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687198

|   |  |                       |   |
|---|--|-----------------------|---|
| <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>                        |
| Capita plc  |  | 11/01/2021            | Public Limited Company:<br>UNITED KINGDOM |
| <b>RECEIVING PARTY DATA</b>   |  |                       |   |
| <b>Name:</b>  | Capita Retain Limited                              |                       |   |
| <b>Street Address:</b>  | 65 Gresham Street                                  |                       |   |
| <b>City:</b>  | London   |                       |   |
| <b>State/Country:</b>   | UNITED KINGDOM                                     |                       |   |
| <b>Postal Code:</b>   | EC2V 7NQ   |                       |   |
| <b>Entity Type:</b>   | Private Limited Company: UNITED KINGDOM            |                       |   |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |   |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 6161096  | RETAIN INTERNATIONAL  |   |
| <b>CORRESPONDENCE DATA</b>  |  |                       |   |
| <b>Fax Number:</b>  | 6152446804   |                       |   |
| <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>   | 615-850-8741                                       |                       |   |
| <b>Email:</b>   | trademarkdocket@wallerlaw.com                      |                       |   |
| <b>Correspondent Name:</b>  | Robert P. Felber, Jr.                              |                       |   |
| <b>Address Line 1:</b>  | c/o Waller Lansden Dortch & Davis, LLP             |                       |   |
| <b>Address Line 2:</b>  | 511 Union Street, Suite 2700                       |                       |   |
| <b>Address Line 4:</b>  | Nashville, TENNESSEE 37219                         |                       |   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 04074.17602  |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Robert P. Felber, Jr.                              |                       |   |
| <b>SIGNATURE:</b>   | /ROBERT P. FELBER, JR./                            |                       |   |
| <b>DATE SIGNED:</b>   | 11/10/2021   |                       |   |
| <b>Total Attachments: 6</b>   |  |                       |   |
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**1 November 2021**

**(1) Capita plc (ASSIGNOR)**

**AND**

**(2) Capita Retain Limited (ASSIGNEE)**

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**TRADE MARK ASSIGNMENT**

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This ASSIGNMENT is dated 1 November 2021

**BETWEEN:**

- (1) **Capita plc** incorporated and registered in England and Wales with company number 02081330 whose registered office is at 65 Gresham Street, London, England, EC2V 7NQ (**Assignor**).
- (2) **Capita Retain Limited** incorporated and registered in England and Wales with company number 13587193 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 Assignee to the Assignor (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**

| <b>Trade Mark</b>    | <b>Country</b>           | <b>Registration Number</b> | <b>Classes</b> |
|----------------------|--------------------------|----------------------------|----------------|
| RETAIN CLOUD         | United Kingdom           | UK00003539482              | 9,42           |
| RETAIN CLOUD         | European Trademark-CTM   | 018316429                  | 9,42           |
| RETAIN CLOUD         | International Trademark  | 1616807                    | 9,42           |
| RETAIN INTERNATIONAL | United Kingdom           | UK00003316795              | 9, 35, 41, 42  |
| RETAIN INTERNATIONAL | United States of America | 6161096                    | 9, 35, 42      |

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



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Tim Weller  
Director

Signed by  
for and on behalf of **Capita Retain Limited**



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Francesca Todd  
Director