

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688432

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		11/01/2021	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Capita (SSS) Limited		
Street Address:	65 Gresham Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2V 7NQ		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5899323	911CAD	
Registration Number:	5899325	911EVIDENCE	
Registration Number:	6269092	911EYE	
Registration Number:	5899324	911RMS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	615-850-8741		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	040771.17705		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	11/16/2021		
Total Attachments: 7			

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DATED: 1 November 2021

(1) CAPITA PLC (ASSIGNOR)

AND

(2) CAPITA (SSS) LIMITED (ASSIGNEE)

TRADE MARK ASSIGNMENT

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 (SSS) LIMITED** incorporated and registered in England and Wales with company number 13052116 whose registered office is at 65 Gresham Street, London, England, EC2V 7NQ (**Assignee**).

BACKGROUND

RECITALS

- A. The Assignor is the proprietor of the registered trade marks, short particulars of which are set out in Schedule 1 ("**Trade Marks**").
- B. The Assignor has agreed to assign all of its right, title and interest in and to the Trade Marks to the Assignee with effect from 1 November 2021 (the "**Effective Date**") on the terms of this assignment.

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 "**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.2 Clause and Schedule headings shall not affect the interpretation of this assignment. References to clauses and Schedules are to the clauses and Schedules of this assignment. The Schedules form part of this assignment and shall have effect as if set out in full in the body of this assignment. Any reference to this assignment includes the Schedules.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). This assignment shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 References to writing in clauses 7 and 11 do not include fax or email.
- 1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7 Where any statement is qualified by the expression so far as the Assignor is aware or to the Assignor's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

2 ASSIGNMENT

2.1 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, with effect from the Effective Date, to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

2.1.1 all statutory and common law rights attaching to the Trade Marks, and all of the goodwill relating to the goods or services in respect of which the Trade Marks are registered or used and all of the goodwill attaching to and represented by the Trade Marks, but no other goodwill; and

2.1.2 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.

3 EXCLUSION OF WARRANTIES

The Assignor excludes all warranties (express and/or implied) in relation to the Trade Marks.

4 FURTHER ASSURANCE

4.1 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 in order to vest in the Assignee, with effect from the Effective Date, the full benefit of the right, title and interest assigned to the Assignee under this assignment and to give full effect to this assignment, including registration of the Assignee as applicant or registered proprietor of the Trade Marks.

4.2 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.

4.3 The Assignor shall make available for collection by the Assignee (or the Assignee's nominated representative) within 15 (fifteen) Business Days after the Effective Date all deeds, documents of title, certificates and other files and records (including those of its agents) relating to or evidencing use of the Trade Marks.

4.4 The Assignor shall do the following in respect of each of the Trade Marks, at the Assignor's cost, before the Effective Date:

4.4.1 pay all applicable renewal and other fees as they fall due; and

4.4.2 promptly satisfy all official actions issued by any relevant trade mark registry or authority.

4.5 The Assignor shall do the following in respect of each of the Trade Marks, at the Assignee's cost and direction, on or after the Effective Date and pending formal registration or recordal of the assignment of the Trade Marks to the Assignee:

4.5.1 if legally required to do so, pay all applicable renewal and other fees as they fall due;

4.5.2 if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;

4.5.3 ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee in accordance with clause 11; and

- 4.5.4 provide the Assignee with all information and other assistance reasonably required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings.

5 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.

6 ENTIRE AGREEMENT

- 6.1 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.
- 6.2 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.
- 6.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this assignment.

7 VARIATION

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

8 SEVERANCE

- 8.1 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.
- 8.2 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.

9 COUNTERPARTS

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

10 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.

11 NOTICES

11.1 Any notice 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.

11.2 Any notice shall be deemed to have been duly received:

11.2.1 if delivered by hand, at the time the notice is left at the proper address or, if earlier, on signature of a delivery receipt; or

11.2.2 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, if earlier, at the time recorded by the delivery service.

11.3 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.

12 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.

13 JURISDICTION

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).

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
CONTROLWORKS	United Kingdom	3013610	42
SmartWorks	United Kingdom	3034410	9; 38; 42
CourtWorks	United Kingdom	2605974	42
LegalWorks	United Kingdom	2605975	42
PoliceWorks	United Kingdom	2605976	42
ReportWorks	United Kingdom	3045107	9; 42
PlanWorks	United Kingdom	3045367	9; 42
EvidenceWorks	United Kingdom	3065286	9; 38; 42
IdentityWorks	United Kingdom	3065290	9; 38; 42
Internet of Police & device	United Kingdom	3161290	9; 35; 37; 42
EVIDENCEWORKS	Canada	TMA1015906	9; 42
911cad	United States of America	5899323	9; 42
911evidence (device)	United States of America	5899325	9; 42
911EYE	United States of America	6269092	9; 38; 42
911RMS	United States of America	5899324	9; 42
112EYE	European Trademark-CTM	17913610	9; 38; 42
112EYE	United Kingdom	917913610	9; 38; 42
911cad	United Kingdom	3387388	9; 42
911 evidence (device)	United Kingdom	3387394	9; 42
911EYE	United Kingdom	3315549	9; 38; 42
911RMS	United Kingdom	3387392	9; 42
RESPONSEYE / ResponsEye	United Kingdom	3568543	9; 38; 42

Signed by
for and on behalf of **CAPITA PLC**

DocuSigned by:
Tim Weller
5B9E490694E24A6

Director

Signed by
for and on behalf of **CAPITA (SSS) LIMITED**

DocuSigned by:
Francesca Todd
8CCEA03B6A9DB4F8

Director