

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Prism Cloud Limited		10/31/2021	Corporation: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Blue Prism Limited		
Street Address:	2 Cinnamon Park Crab Lane		
City:	Fearnhead, Warrington		
State/Country:	ENGLAND		
Postal Code:	WA2 0XP		
Entity Type:	Limited Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5446703	THOUGHTONOMY	
Registration Number:	5446715	IADA	
Registration Number:	5446716	THOUGHTBOX	
Registration Number:	5462628	THOUGHTONOMY VIRTUAL WORKFORCE	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	312-554-7981		
Email:	kjl@pattishall.com		
Correspondent Name:	Felicia G. Traub c/o Pattishall et al		
Address Line 1:	200 S. Wacker Drive		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
DOMESTIC REPRESENTATIVE			
Name:	Felicia G. Traub c/o Pattishall et al		
Address Line 1:	200 S. Wacker Drive		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		

CH \$115.00 5446703

NAME OF SUBMITTER:	Felicia G. Traub, Esq.
SIGNATURE:	/FeliciaGTraub/
DATE SIGNED:	12/08/2021
Total Attachments: 8 source=Blue Prism Limited -Deed_of_Assignment_of_IP_-_BPCL_to_BPL.docx (2)[1]#page1.tif source=Blue Prism Limited -Deed_of_Assignment_of_IP_-_BPCL_to_BPL.docx (2)[1]#page2.tif source=Blue Prism Limited -Deed_of_Assignment_of_IP_-_BPCL_to_BPL.docx (2)[1]#page3.tif source=Blue Prism Limited -Deed_of_Assignment_of_IP_-_BPCL_to_BPL.docx (2)[1]#page4.tif source=Blue Prism Limited -Deed_of_Assignment_of_IP_-_BPCL_to_BPL.docx (2)[1]#page5.tif source=Blue Prism Limited -Deed_of_Assignment_of_IP_-_BPCL_to_BPL.docx (2)[1]#page6.tif source=Blue Prism Limited -Deed_of_Assignment_of_IP_-_BPCL_to_BPL.docx (2)[1]#page7.tif source=Blue Prism Limited -Deed_of_Assignment_of_IP_-_BPCL_to_BPL.docx (2)[1]#page8.tif	

DATED 31 October 2021

BLUE PRISM CLOUD LIMITED

and

BLUE PRISM LIMITED

**DEED OF ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS**

kpmg

KPMG LLP
1 St Peter's Square
Manchester M2 3AE
Tel: +44 (0)161 246 4000
Fax: +44 (0)161 246 4040

CONTENTS

CLAUSE	PAGE
1. INTERPRETATION	1
2. ASSIGNMENT	2
3. VAT	2
4. FURTHER ASSURANCE	2
5. VARIATION	3
6. REMEDIES AND WAIVERS	3
7. THIRD PARTY RIGHTS	3
8. NOTICES	3
9. INVALIDITY	4
10. GOVERNING LAW AND JURISDICTION	4
11. COUNTERPARTS	4
 SCHEDULE	
1. OWNED INTELLECTUAL PROPERTY RIGHTS	5

THIS DEED is made on 31 October 2021

BETWEEN:

- (1) **BLUE PRISM CLOUD LIMITED**, a company incorporated in England and Wales with company number 08534024 and whose registered office is at 2 Cinnamon Park Crab Lane, Fearnhead, Warrington, England, WA2 0XP (the "**Seller**"); and
- (2) **BLUE PRISM LIMITED**, a company incorporated in England and Wales with company number 0426003 and whose registered office is at 2 Cinnamon Park Crab Lane, Fearnhead, Warrington, England, WA2 0XP (the "**Buyer**").

BACKGROUND:

- (A) The Seller and the Buyer are each members of the Blue Prism group.
- (B) The Seller has agreed to assign the Owned Intellectual Property Rights (as defined below) to the Buyer on the terms set out in this deed.

OPERATIVE TERMS:

1. **INTERPRETATION**

1.1 In this deed:

"Business" means the business of providing Software as a Service (SaaS) and related products and services operated by the Seller at the Effective Time;

"Business Day" means a day (other than Saturdays, Sundays and public holidays in the United Kingdom) on which banks are open for general banking business in the City of London;

"Business Name" means "Blue Prism Cloud" and, formerly, "Thoughtonomy";

"Effective Time" means 17:00 London, UK time on the date of this deed;

"Intellectual Property" means all intellectual property rights in any part of the world (whether registered or unregistered) including:

- (a) patents, rights to inventions, copyright and related rights, trade marks, trade and business names, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and, in each case, rights of a similar or corresponding character; and
- (b) all applications and rights to apply for the protection of any of the rights referred to in paragraph (a);

"Intellectual Property Rights" means Intellectual Property owned, used or held for use by the Seller exclusively or primarily in, or in connection with, the Business;

"Goodwill" means the goodwill of the Seller in relation to the Business and the Buyer's exclusive right to operate the Business under the Business Name (and each other name used in relation to the Business) and to represent itself as operating the Business in succession to the Seller;;

"Owned Intellectual Property Rights" means those Intellectual Property Rights which are owned by the Seller and shall include those Intellectual Property Rights set out in schedule 1;

"Trade Marks" means the registered trade marks and the unregistered trade marks, short particulars of which are set out in schedule 1; and

"VAT" means value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 In this deed, a reference to:

- (a) a clause, paragraph or schedule is, unless stated otherwise, a reference to a clause or paragraph of, or schedule to, this deed;
- (b) a paragraph in a schedule is, unless stated otherwise, a reference to a paragraph in that schedule;
- (c) an enactment or statutory provision includes a reference to that enactment or statutory provision as amended, replaced or re-enacted before the date of this deed and any subordinate legislation made under that enactment or statutory provision before the date of this deed;
- (d) a document in the "**agreed form**" is a reference to a document in a form approved and, for the purpose of identification, initialled by or on behalf of each party;
- (e) a particular time of day is, unless stated otherwise, a reference to that time in London;
- (f) "**includes**" or "**including**" means that the words following it are illustrative and not exhaustive;
- (g) "**writing**" include any mode of reproducing words in legible form and, unless stated otherwise, includes email; and
- (h) a document referred to in this deed is a reference to that document as amended, novated or supplemented before the date of this deed.

1.3 The headings in this deed do not affect its interpretation.

2. **ASSIGNMENT**

For the consideration separately agreed between the Buyer and Seller, the Seller hereby assigns to the Buyer absolutely with full title guarantee all its right, title and interest in and to the Owned Intellectual Property Rights and the Goodwill, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
- (b) all goodwill attaching to the Trade Marks and to that part of the Business that relates to the goods or services for which the Trade Marks are registered or used; and
- (c) 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, or any other cause of action arising from ownership, of any of the Owned Intellectual Property Rights whether occurring before, on, or after the date of this deed.

3. **VAT**

3.1 Each party acknowledges that section 43(1) of the Value Added Tax Act 1994 applies to all payments made by the Buyer in respect of the Owned Intellectual Property Rights and the Goodwill.

3.2 If, notwithstanding clause 3.1, VAT is chargeable on any such payment made by the Buyer in respect of the Owned Intellectual Property Rights or the Goodwill, the Buyer shall pay the Seller the amount of that VAT (together with any interest charged by HM Revenue & Customs due to late payment of such VAT) immediately on receipt of the relevant tax invoices and a confirmation from HM Revenue & Customs that VAT is payable.

4. **FURTHER ASSURANCE**

4.1 At its own expense the Seller shall, and shall 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 deed, including:

- (a) registration of the Buyer as applicant or (as applicable) proprietor of the Owned Intellectual Property Rights; and
 - (b) assisting the Buyer in obtaining, defending and enforcing the Owned Intellectual Property Rights and the Goodwill, and assisting with any other proceedings which may be brought by or against the Buyer against or by any third party relating to the Owned Intellectual Property Rights and the Goodwill.
- 4.2 The Seller appoints the Buyer to be its attorney in its name and on its behalf to execute documents, use the Seller's name and do all things which are necessary or desirable for the Buyer to obtain for itself or its nominee the full benefit of this deed.
- 4.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Seller's obligations under this deed and the proprietary interest of the Buyer in the Owned Intellectual Property Rights and the Goodwill and so long as such obligations of the Seller remain undischarged, or the Buyer has such interest, the power may not be revoked by the Seller, save with the consent of the Buyer.
- 4.4 Without prejudice to clause 4.2, the Buyer may, in any way it thinks fit and in the name and on behalf of the Seller:
 - (a) take any action that this deed requires the Seller to take;
 - (b) exercise any rights which this deed gives to the Seller; and
 - (c) appoint one or more persons to act as substitute attorney(s) for the Seller and to exercise such of the powers conferred by this power of attorney as the Buyer thinks fit and revoke such appointment.
- 4.5 The Seller undertakes to ratify and confirm everything that the Buyer and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.
5. **VARIATION**

A variation of this deed is valid only if it is in writing (which for this purpose does not include email) and signed by or on behalf of each party.
6. **REMEDIES AND WAIVERS**
 - 6.1 A waiver of a right under this deed is effective only if it is in writing and it only applies to the party to whom the waiver is addressed and to the circumstances for which it is given.
 - 6.2 The failure to exercise, or delay in exercising, a right or remedy provided by this deed or by law does not constitute a waiver of the right or remedy, or a waiver of other rights or remedies.
 - 6.3 No single or partial exercise of a right or remedy provided by this deed or by law prevents the further exercise of the right or remedy, or the exercise of another right or remedy.
 - 6.4 The rights and remedies provided by this deed are cumulative and do not exclude any rights or remedies provided by law.
7. **THIRD PARTY RIGHTS**

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this deed.
8. **NOTICES**
 - 8.1 Any notice or other communication to be given to a party under or in connection with this deed (a "Notice") shall be in writing and be delivered by hand or sent by pre-paid first-class post, recorded delivery or special delivery in each case to that party's address set out at the beginning

of this deed (or such other address as is notified in writing to the parties in accordance with this clause 8).

- 8.2 Delivery of a Notice is deemed to have taken effect (provided that all other requirements in this clause 8.2 have been satisfied) if delivered by hand, at the time the notice is left at the address, or if sent by post on the second Business Day after posting, unless such deemed receipt would occur on a day other than a Business Day in which case deemed receipt will occur upon the immediately following Business Day (and all references to time are to local time in the place of receipt).
- 8.3 Notwithstanding clause 8.2, in proving service or delivery of a Notice, it shall be sufficient to prove that the recipient of the Notice has acknowledged the Notice.

9. **INVALIDITY**

The invalidity, illegality or unenforceability of a provision of this deed under the law of any jurisdiction does not affect:

- (a) the validity, legality or enforceability of another provision of this deed in that jurisdiction;
or
- (b) the validity, legality or enforceability of that or another provision of this deed under the law of another jurisdiction.

10. **GOVERNING LAW AND JURISDICTION**

- 10.1 This deed is governed by English law. Any matter, claim or dispute arising out of, or in connection with, this deed (whether contractual or non-contractual) is to be governed by, and decided in accordance with, English law.
- 10.2 The courts of England have exclusive jurisdiction to settle any matter, claim or dispute arising out of, or in connection with, this deed (whether contractual or non-contractual) and each party irrevocably submits to the jurisdiction of the courts of England.

11. **COUNTERPARTS**

- 11.1 This deed may be executed in any number of counterparts, and by each party on separate counterparts.
- 11.2 Each counterpart constitutes an original of this deed and all the counterparts together constitute the same document.

SCHEDULE 1**OWNED INTELLECTUAL PROPERTY RIGHTS****Trade Marks****Registered trade marks**

Country or territory	Mark	Application or registration number	Date of registration	Classes
United Kingdom	Thoughtonomy	3024918	10 January 2014	09,42
United Kingdom	IADA	3219470	9 June 2017	09
United Kingdom	Thoughtonomy Virtual Workforce	3088008	29 May 2015	09
United Kingdom	thoughtbox	3150463	27 May 2016	09,42
United States of America	Thoughtonomy	5446703	17 April 2018	09,42
United States of America	IADA	5446715	17 April 2018	09
United States of America	ThoughtBox	5446716	17 April 2018	09
United States of America	Thoughtonomy Virtual Workforce	5462628	8 May 2018	09

Unregistered trade marks

Country or territory	Mark	Date of first use	Goods or services for which the mark has been used
Worldwide	IADA	Exact date not currently known, but in use prior to 19 June 2019.	Computer software services and products
	Interact		
	ALM		
	Hub		

Executed by each party as a deed and delivered on the date stated at the start of this document

Executed by **BLUE PRISM CLOUD LIMITED**

Signature of director

Name of director

Signature of director/secretary

Name of director/secretary

DocuSigned by:
Terry Walby
B217D70F3A440DB
Terry walby

DocuSigned by:
John Warrick
30985C33850A440DB
John warrick

Executed by **BLUE PRISM LIMITED**

Signature of director

Name of director

Signature of director/secretary

Name of director/secretary

DocuSigned by:
Yoma Maluza
A2034E292ED1440DB
Yoma Maluza

DocuSigned by:
John Warrick
30985C33850A440DB
John warrick