

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outernet Global Limited		11/25/2021	limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Consolidated Developments Limited		
Street Address:	114a Cromwell Road, 3rd Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW74AG		
Entity Type:	limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88567959	OUTERNET	
Serial Number:	88554154	OUTERNET	
Registration Number:	6121860	VIRTUALLY REAL	
Serial Number:	90369120	O COIN	
Registration Number:	6291930		
CORRESPONDENCE DATA			
Fax Number:	3474382134		
<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:	212.826.5579		
Email:	pto@fkks.com		
Correspondent Name:	Catherine M.C. Farrelly		
Address Line 1:	28 Liberty Street		
Address Line 4:	New York, NEW YORK 10005		
DOMESTIC REPRESENTATIVE			
Name:	Catherine M.C. Farrelly		
Address Line 1:	28 Liberty Street		
Address Line 4:	New York, NEW YORK 10005		

OP \$140.00 88567959

NAME OF SUBMITTER:	Catherine M.C. Farrelly
SIGNATURE:	/cmcf/
DATE SIGNED:	02/09/2022
Total Attachments: 5 source=018 REDACTED Assignment of Outernet Trade Marks from Outernet Global to CDL 25 11 21#page1.tif source=018 REDACTED Assignment of Outernet Trade Marks from Outernet Global to CDL 25 11 21#page2.tif source=018 REDACTED Assignment of Outernet Trade Marks from Outernet Global to CDL 25 11 21#page3.tif source=018 REDACTED Assignment of Outernet Trade Marks from Outernet Global to CDL 25 11 21#page4.tif source=018 REDACTED Assignment of Outernet Trade Marks from Outernet Global to CDL 25 11 21#page5.tif	

DEED OF ASSIGNMENT

THIS DEED is made the 25th day of NOVEMBER 2021

BETWEEN:

(1) **OUTERNET GLOBAL LIMITED** incorporated and registered in England and Wales with company number 02904116 whose registered office is at 3rd Floor 114a Cromwell Road, London, United Kingdom, SW7 4AG (hereinafter called the "Assignor");

-and-

(2) **CONSOLIDATED DEVELOPMENTS LIMITED** incorporated and registered in England and Wales with company number 13079573 whose registered office is at 3rd Floor 114a Cromwell Road, London, United Kingdom, SW7 4AG (hereinafter called the "Assignee").

WHEREAS:

(A) The Assignor is the current proprietor of certain trade mark registrations, brief details of which are set forth in Schedule 1 attached hereto (hereinafter called the "Trade Marks");

(B) [REDACTED] the Assignee and Assignor intend that the Assignee obtain full and exclusive rights of ownership in and to the Trade Marks; and

(C) The parties have therefore agreed to enter into this Deed in order to assign and transfer all rights and ownership in and to the Trade Marks from the Assignor to the Assignee as hereinafter set forth.

NOW THEREFORE in consideration of the sum of One Pound Sterling (£1.00) to be paid by the Assignee to the Assignor (receipt whereof and sufficiency of which is hereby acknowledged), the Assignor DOES HEREBY:

1. Assign to the Assignee,

- a) all of its rights, title and interest (including all rights conferred by the registrations thereof and pending applications therefor) in and to the Trade Marks, together with all the goodwill associated with, attaching to and symbolised by the Trade Marks;
- b) all of its rights to bring proceedings and seek remedies for any infringement of the Trade Marks that may have occurred prior to the date hereof;
- c) to the extent that such rights exist and are not already assigned hereby, all of its rights, title and interest in or to the Trade Marks existing at common law by virtue of the use thereof;
- d) to the extent that such rights exist and are not already assigned hereby, all of its rights to institute and maintain proceedings for passing off or equivalent proceedings against any person now or hereafter wrongfully using the Trade Marks; and
- e) to the extent that such rights exist and are not already assigned hereby, all of its rights, if any, to file applications corresponding to the Trade Marks hereby assigned and to claim priority from the Trade Marks.

TO HOLD the same unto and to the use of the Assignee, its successors and assigns absolutely.

2. At the request and the sole cost of the Assignee, the Assignor shall:

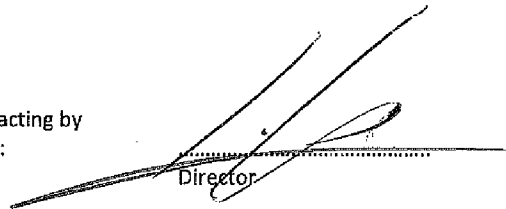
- 2.1 do everything reasonably in its power to assist the Assignee in defence of any proceedings by way of opposition to the registration of the Trade Marks;
- 2.2 execute all such further documents, forms and authorisations and depose to or swear any declaration or oath as may be required by the Registrar of Trade Marks for absolutely vesting full right, title and interest in and to any application for registration

or registration of the Trade Marks in favour of the Assignee.

- This Deed and its terms shall be governed by and construed in accordance with the laws of England & Wales, and the parties irrevocably agree that the Courts of England & Wales are to have exclusive jurisdiction in relation to any disputes that may arise out of or in connection with this Deed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

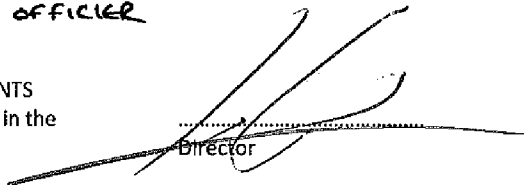
Executed as deed by OUTERNET GLOBAL LIMITED acting by
LAURENCE KIRSCHER a director, in the presence of:



Director

.....
NAME OF WITNESS: PRITESH PATEL
ADDRESS: 4 CROWN VILLAS
CROWN LANE
VIRGINIA WATER, GU25 4HW
OCCUPATION: CHIEF FINANCIAL OFFICER

Executed as deed by CONSOLIDATED DEVELOPMENTS
LIMITED acting by LAURENCE KIRSCHER a director, in the
presence of:



Director

.....
NAME OF WITNESS: PRITESH PATEL
ADDRESS: 4 CROWN VILLAS
CROWN LANE
VIRGINIA WATER, GU25 4HW
OCCUPATION: CHIEF FINANCIAL OFFICER.