

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727601

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900673573

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DIGI.ME LIMITED		11/22/2021	Private Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	INNOVATE.ME LIMITED
Street Address:	7 Bower Road
City:	Wrecclesham, Farnham
State/Country:	ENGLAND
Postal Code:	GU10 4ST
Entity Type:	Private Limited Company: ENGLAND AND WALES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4639734	SOCIALSAFE
Registration Number:	5248371	DIGI.ME
Registration Number:	5248461	
Registration Number:	6317943	DIGITAL ME
Registration Number:	5127412	
Registration Number:	5207802	
Registration Number:	5215498	INTERNET OF ME
Registration Number:	5274807	IAMDATA
Registration Number:	5604677	DON'T SEE, DON'T TOUCH, DON'T HOLD
Registration Number:	5636226	GET IT, SEE IT, SHARE IT
Registration Number:	5952848	YOUR LIFE, YOUR TERMS
Registration Number:	6099181	DIGI.ME PRIVATE SHARING

CORRESPONDENCE DATA

Fax Number: 6123343312

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.

Phone: 6123343222

Email: mneumann@wck.com

TRADEMARK

Correspondent Name: Z. Peter Sawicki
Address Line 1: 121 South Eighth Street, Suite 1100
Address Line 2: Westman, Champlin & Koehler, P.A.
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: S266.01-0001

DOMESTIC REPRESENTATIVE

Name: Z. Peter Sawicki
Address Line 1: 121 South Eighth Street, Suite 1100
Address Line 2: Westman, Champlin & Koehler, P.A.
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Z. Peter Sawicki

SIGNATURE: /Z. Peter Sawicki/

DATE SIGNED: 05/12/2022

Total Attachments: 14

source=2022-02-02_Digi.me_IP_Assignment_and_Licence#page1.tif
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source=2022-02-02_Digi.me_IP_Assignment_and_Licence#page7.tif
source=2022-02-02_Digi.me_IP_Assignment_and_Licence#page8.tif
source=2022-02-02_Digi.me_IP_Assignment_and_Licence#page9.tif
source=2022-02-02_Digi.me_IP_Assignment_and_Licence#page10.tif
source=2022-02-02_Digi.me_IP_Assignment_and_Licence#page11.tif
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STEVENS & BOLTON

DATED 22 November 2021

(1) DIGI.ME LIMITED (IN ADMINISTRATION)

(2) SIMON BONNEY AND MICHAEL KIELY (AS ADMINISTRATORS OF DIGI.ME LIMITED)

(3) INNOVATE.ME LIMITED

INTELLECTUAL PROPERTY ASSIGNMENT DEED

Digi.me Limited (in Administration)

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THIS DEED is made on 22 November 2021

BETWEEN

- (1) DIGI.ME LIMITED (IN ADMINISTRATION) (registered number 06861219) a company incorporated in England and Wales whose registered office is at 7 Bower Road, Wrecclesham, Farnham, Surrey, England GU10 4ST (the “**Assignor**”) acting by the Administrators;
- (2) SIMON BONNEY and MICHAEL KIELY of Quantuma Advisory Limited, High Holborn House, 52-54 High Holborn, London WC1V 6RL in their capacity as joint administrators of the Assignor (the “**Administrators**”); and
- (3) INNOVATE.ME LIMITED (registered number 13632195) a company incorporated in England and Wales whose registered office is at 7 Bower Road, Wrecclesham, Farnham, Surrey, England GU10 4ST (the “**Assignee**”);

BACKGROUND

- (A) On 22 September 2021 the Administrators were appointed as joint administrators of the Assignor by the directors of the Assignor in accordance with paragraph 22 of Schedule B1 to the Insolvency Act 1986.
- (B) By the Main Agreement (as defined below) the Assignor (acting by the Administrators) has agreed to assign to the Assignee such right title and interest as the Assignor may have in the Intellectual Property (as defined below) on the terms set out in this Deed.
- (C) The Administrators are joined as a party to this Deed solely for the purposes of receiving the benefit of the waivers and exclusions of liability and indemnities in their favour contained in this Deed and accordingly shall have no personal liability under this Deed.

IT IS AGREED AS FOLLOWS

1 **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed (including Schedule 1), unless expressly stated otherwise:

Business means the business carried on by the Assignor as at 5 October 2021 of a “data facilitator”, enabling data to flow from a source(s), through an individual where it is held and secured, to a requesting service/business via the digi.me Consent engine, together with any and all associated products and apps, as well as the Consentry app and elements of the Consentry solution, a combined software-based solution that provides support to those undertaking Covid Polymerase Chain Reaction (PCR) or Covid lateral flow tests, and makes the results of those tests available digitally to individuals and public and private organisations, in an innovative, secure and privacy-centric manner, as a health pass or for other purposes, on a worldwide basis., and all matters incidental thereto;

Claim means any proceeding, litigation, mediation, arbitration, action, claim or demand of any kind (whether actual or contingent or otherwise);

IP means all intellectual property rights anywhere in the world including:

- (a) patents, utility models, patent extensions and supplementary protection certificates rights in inventions, trade marks and service marks, goodwill, the right to sue for passing off or unfair competition, rights in business and trade names and get-up, rights

in domain names, registered and unregistered design rights, copyrights, related and neighbouring rights, topography rights, rights in performances, database rights, rights in confidential information, rights in software and know-how; and

- (b) in each case, any renewals, reversions, revivals and extensions and all applications and rights to apply for and claim priority from the protection of any rights referred to in paragraphs (a) or in this paragraph (b).

Intellectual Property means:

- (a) the rights listed in Schedule 1 to this Deed; and
- (b) any other IP which is at the Transfer Date owned and/or used in the Business by the Assignor

Loss means any loss, cost, damage, award, charge, interest, penalty, fine, expense and/or other liability;

Main Agreement means an agreement relating to the sale of the business and assets of the Assignor dated on or around the date of this Deed and made between the Assignor and the Assignee, amongst others;

Party means a party to this Deed and Parties shall be construed accordingly;

Transfer Date means the date of the Main Agreement.

- 1.2 The rules of interpretation in this clause 1 (Definitions and Interpretation) apply to this Deed, and unless expressly stated otherwise:

- 1.2.1 a reference to statutes or statutory provisions includes:

- (a) a reference to any subordinate legislation made under that statute or statutory provision;
 - (b) any past statute or statutory provision which that statute or statutory provision has replaced (directly or indirectly and whether with or without modification); and
 - (c) that statute or statutory provision as from time to time amended, modified, consolidated or re-enacted (whether before or after the date of this Deed);
- except if, and only to the extent that any amendment, modification, consolidation or re-enactment made after the date of this Deed would increase or alter the liability of any Party to it and shall also include any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision;

- 1.2.2 references to law or laws or legislation include all applicable laws (whether civil, criminal or administrative), common laws or civil codes, legislation, subordinate legislation, treaties, regulations, directives and bye-laws in any jurisdiction, in each case for the time being in force (whether before, on or after the date of this Deed);

- 1.2.3 references to clauses, paragraphs and schedules are to clauses and paragraphs of, and schedules to, this Deed respectively;

- 1.2.4 any reference to this Deed includes its recitals and Schedule 1;

- 1.2.5 the headings in this Deed do not affect its interpretation;

- 1.2.6 references to a company include any company, corporation or body corporate, wherever incorporated or established;

- 1.2.7 references to a person include any individual, firm, company, government, state, state agency, partnership, association or other body (irrespective of whether it has separate legal personality);

- 1.2.8 references to GBP, sterling £ or pounds mean the lawful currency of the United Kingdom;
 - 1.2.9 references to one gender include all genders;
 - 1.2.10 references to the singular include the plural and vice versa;
 - 1.2.11 references to times of the day are to London time;
 - 1.2.12 references to a day are to a period of 24 hours running from midnight to midnight, and mean calendar days;
 - 1.2.13 references to a Party include that Party's personal representatives, successors in title and permitted assigns;
 - 1.2.14 references to the Administrators shall mean either or both of the administrators and include their successors in title;
 - 1.2.15 the words other, includes, including, in particular and words of similar effect are illustrative and do not limit any general words which precede them and any words which follow them are not limited in scope to the same class as the preceding words;
 - 1.2.16 in writing or written includes any method of reproducing words in a permanent legible and non-transitory form, including email;
 - 1.2.17 expressions defined in the Companies Act 2006, the Insolvency Act 1986 and the Insolvency Rules 2016 shall have the same meanings in this Deed; and
- 1.3 references to payment being made in cash mean such payment being made in cleared funds for same day value into the relevant bank account.

2 **ASSIGNMENT**

Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor expressly acknowledges), the Assignor (acting by the Administrators) hereby assigns to the Assignee such right, title and interest as it may have and can transfer in and to the Intellectual Property, including the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement of any of these assigned rights whether occurring before, on, or after the date of this Deed.

3 **ASSIGNEE'S ACKNOWLEDGEMENT AND INDEMNITY**

- 3.1 The Assignee acknowledges that the Intellectual Property may be subject to restrictions or deficiencies and that it may or may not be sufficiently transferable to the Assignee to enable the Assignee's business to be carried on efficiently or at all. The Assignee undertakes to make its own enquiries into all such matters.
- 3.2 The Assignee undertakes to the Assignor and the Administrators and each of them not to use the Intellectual Property without first obtaining the necessary consents, licences, registrations and to indemnify and keep the Assignor and the Administrators and each of them fully indemnified against any Claim or Loss arising by any reason directly or indirectly from the transfer of the Intellectual Property to the Assignee or its purported sale under the Main Agreement or the use of the Intellectual Property by the Assignee or by any transferee or licensee from the Assignee.

4 THE ADMINISTRATORS

- 4.1 The Administrators are agents of the Assignor and have been acting in that capacity in the negotiation, preparation and implementation of this Deed.
- 4.2 The Administrators and their staff, employees, advisers and agents shall have no personal liability whatsoever under this Deed or any other deed, instrument or document entered into pursuant to it and any liability to which the Administrators or their staff, employees, advisers and agents would otherwise be subject (whether in contract, tort or otherwise) is expressly excluded.
- 4.3 The Administrators are Party to this Deed in their personal capacities only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour contained in this Deed.

5 FURTHER ASSURANCE

- 5.1 After the Transfer Date, and within a reasonable time of being requested to do so in writing and only for so long as the Administrators (or their successors in office) remain in office, the Assignor and/or the Administrators (as appropriate) shall at the sole cost and expense of the Assignee execute such further assurances as are reasonably necessary (without the Assignor or the Administrators incurring any liability thereunder) for the purpose of transferring to the Assignee and achieving registration at relevant intellectual property offices where appropriate of whatever right, title and interest the Assignor may have in the Intellectual Property.

6 WAIVER

Any failure to exercise or delay by a Party in exercising a right or remedy arising in connection with this Deed or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies. No waiver shall be effective unless in writing and signed by the relevant Party or on its behalf by a duly authorised representative. A waiver of a right or remedy on one occasion shall not constitute a waiver of the same right or remedy in the future.

7 VARIATION

No variation of this Deed shall be effective unless it is in writing and signed by the Parties (or their authorised representatives). For the purpose of this clause 7, the expression "variation" includes any variation, supplement, deletion or replacement however effected.

8 SEVERANCE

- 8.1 Each of the provisions of this Deed is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, the Parties agree that such provision will have no effect in that respect and that they will use all reasonable efforts to replace such provision in that respect with a valid and enforceable substitute provision the effect of which is as close to the intended effect as possible.
- 8.2 Any modification to or deletion of a provision or part-provision under this clause 8 shall not affect the validity and enforceability of the rest of this Deed.

9 **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed by one or more of the Parties hereto shall constitute an original but all of which, when dated with the same date, shall constitute one and the same agreement.

10 **THIRD PARTY RIGHTS**

Save as provided pursuant to clause 4, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Deed.

11 **GOVERNING LAW AND JURISDICTION**

This Deed (together with all documents referred to in this Deed) and any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Deed (and any documents referred to in this Deed) is governed by and shall be construed in accordance with English law. The Parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Deed (and any documents referred to in this Deed).

Executed as a deed and delivered on the date set out at the beginning of this document.

SCHEDULE 1**THE INTELLECTUAL PROPERTY****1 Registered Trade Marks and applications**

Case Reference	Official No	Title	Case Status	Country	Local Classes
D13/002CT	012694261	SOCIALSAFE	Granted/Registered	European Union	09, 38
D13/002CT(GB)	UK00912694261	SOCIALSAFE	Granted/Registered	United Kingdom	09, 38
D13/002GB	2512333	SOCIAL SAFE SERIES OF 3	Granted/Registered	United Kingdom	9
D13/002US	4,639,734	SOCIAL SAFE	Granted/Registered	United States of America	9
D13/003CT	013142419	DIGI.ME	Granted/Registered	European Union	09, 38
D13/003CT(GB)	UK00913142419	DIGI.ME	Granted/Registered	United Kingdom	09, 38
D13/003GB	3067001	DIGI.ME and DIGI ME (series of two)	Granted/Registered	United Kingdom	9
D13/003US	5,248,371	DIGI.ME	Granted/Registered	United States of America	9
D13/005CT	014093207	Permission Icons	Granted/Registered	European Union	09, 38
D13/005CT(GB)	UK00914093207	Permission Icons	Granted/Registered	United Kingdom	09, 38
D13/005US	5,248,461	Permission Icons	Granted/Registered	United States of America	09, 38, 42
D13/008CT	014493654	DIGITAL ME	Granted/Registered	European Union	09, 38
D13/008CT(GB)	UK00914493654	DIGITAL ME	Granted/Registered	United Kingdom	09, 38
D13/008US	6,317,943	DIGITAL ME	Granted/Registered	United States of America	09, 38
D13/009CT	014815963	Coloured Teardrop device	Granted/Registered	European Union	09, 38

D13/009CT(GB)	UK00914815963	Coloured Teardrop device	Granted/Registered	United Kingdom	09, 38
D13/009US	5,127,412	Coloured Teardrop device	Granted/Registered	United States of America	09, 38
D13/010CT	014881064	Black Teardrop device	Granted/Registered	European Union	09, 38
D13/010CT(GB)	UK00914881064	Black Teardrop device	Granted/Registered	United Kingdom	09, 38
D13/010US	5,207,802	Black Teardrop device	Granted/Registered	United States of America	09, 38
D13/011CT	014893275	Internet of Me	Granted/Registered	European Union	09, 38, 42
D13/011CT(GB)	UK00914893275	Internet of Me	Granted/Registered	United Kingdom	09, 38, 42
D13/011US	5,215,498	Internet of Me	Granted/Registered	United States of America	09, 38, 42
D13/016CT	015636186	IAMDATA	Granted/Registered	European Union	09, 38, 42
D13/016CT(GB)	UK00915636186	IAMDATA	Granted/Registered	United Kingdom	09, 38, 42
D13/016US	5,274,807	IAMDATA	Granted/Registered	United States of America	09, 38, 42
D13/021GB	3210736	LIVING LAB	Granted/Registered	United Kingdom	09, 38
D13/024CT	016764491	DON'T SEE, DON'T TOUCH, DON'T HOLD	Granted/Registered	European Union	09, 38, 42
D13/024CT(GB)	UK00916764491	DON'T SEE, DON'T TOUCH, DON'T HOLD	Granted/Registered	United Kingdom	09, 38, 42
D13/024US	5,604,677	DON'T SEE, DON'T TOUCH, DON'T HOLD	Granted/Registered	United States of America	09, 38, 42
D13/025CT	016840886	GET IT, SEE IT, SHARE IT	Granted/Registered	European Union	9

D13/025CT(GB)	UK00916840886	GET IT, SEE IT, SHARE IT	Granted/Registered	United Kingdom	9
D13/025US	5,636,226	GET IT, SEE IT, SHARE IT	Granted/Registered	United States of America	09, 38, 42
D13/028GB-E	3364176	YOUR LIFE, YOUR TERMS	Granted/Registered	United Kingdom	09, 38, 42
D13/028US	5,952,848	YOUR LIFE, YOUR TERMS	Granted/Registered	United States of America	09, 38, 42
D13/030CT-E	018095519	digi.me Private Sharing	Granted/Registered	European Union	09, 38, 42
D13/030CT-E(GB)	UK00918095519	digi.me Private Sharing	Granted/Registered	United Kingdom	09, 38, 42
D13/030GB-E	3369506	digi.me Private Sharing	Granted/Registered	United Kingdom	09, 38, 42
D13/030US	6,099,181	digi.me Private Sharing	Granted/Registered	United States of America	09, 38, 42
D13/033CT-E	018270906	CONSENTRY	Granted/Registered	European Union	09, 38, 42
D13/033CT-E(GB)	UK00918270906	CONSENTRY	Granted/Registered	United Kingdom	09, 38, 42

2 Patent applications

Case Reference	Country - territory	Application or publication number	Date of filing or registration	Registered proprietor	Title
D/13/020EP	European Patent Office	EP3596691	Filing: 19 March 2018 Publication: 20 September 2019	Digi.me Limited	Permissioned Access
D/13/020US	United States of America	16/494,396	Lodged 16 September 2019 Claim to PCT filing date of 19 March 2018 Published on 30 April 2020 as US2020/0134229A1	Digi.me Limited	Permissioned Access

3 Social Media Accounts

Twitter

Digime
TFP_app
Socialsafe
myprimenine

Facebook

Digime – Inc Ad Account
TFP
Old digi.me page (archived but content linked)
ConsentryCo (Not live but holding the brand url)
Digi.me Insiders FB Group

LinkedIn

digi.me page

- Consentry Product Page
- Digi.me Health Page
- TFP
- Patient Centricity Community Group

digi.me – Ad account

Instagram

Digidotme

TFP_app

Pinterest

Digidotme

youTube

digime – Linked to Google Ads & other Google services accounts inc Google Play store account

Apple Ads

Digime – For advertising only but links to the Apple app store dev account

Blogs

Digi.me blog – Wordpress

TFP Blog – medium

TFP Google Suite – Gmail, Gdrive & access to TFP blog

4 Domain names

Domain name in full	Host Provider	Expiry
consentaccess.com	names.co	22-Sep-21
consenteddata.com	names.co	22-Sep-21
consentry.co	names.co	27-Apr-22
consentry.com	tuowdomains.com	29-May-22
covidradar.co	names.co	03-Mar-22
datadonor.co	names.co	11-Oct-21
devdigi.me	names.co	01-Dec-21
digi.me	names.co	31-Jul-23
digime-ext.com	names.co	20-Feb-22
digimebv.com	names.co	18-Oct-21
digimebv.nl	names.co	07-Aug-22
digimecy.eu	names.co	01-Jun-22
dmeopps.com	names.co	19-Nov-21
getconsentry.com	names.co	07-Jul-22
getsocialsafe.com	names.co	19-Oct-21
healthradar.co	names.co	02-Mar-22
nxtdigi.net	names.co	04-Aug-22
patientcentricity.healthcare	names.co	06-Jul-22
patientcentricity.me	names.co	06-Jul-22
personaldataindex.com	names.co	22-Mar-22
personaldataindex.net	names.co	22-Mar-22
personaldataindex.org	names.co	22-Mar-22
privatedigitalsurveys.com	names.co	26-Sep-21
privatesharing.exchange	names.co	20-Sep-21

sandboxdigi.me	names.co	01-Dec-21
social-safe.co.uk	names.co	16-May-22
social-safe.eu	names.co	01-May-22
social-safe.net	names.co	16-May-22
social-safe.uk	names.co	26-Sep-22
socialsafe.co.uk	names.co	19-Mar-23
socialsafe.eu	names.co	01-May-22
socialsafe.info	names.co	16-May-22
socialsafe.me	names.co	19-Mar-23
socialsafe.net	names.co	06-Mar-23
socialsafe.uk	names.co	26-Sep-22
socialsafeapp.com	names.co	18-Mar-23
stagingdigi.me	names.co	01-Dec-21
sysdigi.net	names.co	27-Oct-21

EXECUTED as a DEED by **DIGI.ME LIMITED (IN ADMINISTRATION)** acting by Simon Bonney, one of its joint administrators, as agent and without personal liability in the presence of:

DocuSigned by:
Simon Bonney
E997EFD8113B47F...

Signature: *Alexandra Purkiss*
Name: Alexandra Purkiss
Address: 52-54 High Holborn
London
WC1V 6RL
Occupation: Personal Assistant

Signed as a DEED for and on behalf of the **ADMINISTRATORS** by Simon Bonney in the presence of:

DocuSigned by:
Simon Bonney
E997EFD8113B47F...

Signature: *Alexandra Purkiss*
Name: Alexandra Purkiss
Address: 52-54 High Holborn
London
WC1V 6RL
Occupation: Personal Assistant

EXECUTED as a DEED by **INNOVATE.ME LIMITED** acting by two directors or a director and the secretary

DocuSigned by:
Julian Ranger
24654F7193204CF..... Director

DocuSigned by:
Rory Donnelly
18C3DAFD830E404.....
Director/Secretary