

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PricewaterhouseCoopers LLP		04/29/2022	Limited Liability Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Galaxy US Opco Inc.		
Street Address:	100 Cambridge St, 14th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4951771	MYMOBILITY	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Henry Lebowitz, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Henry Lebowitz		
SIGNATURE:	/Henry Lebowitz/		
DATE SIGNED:	05/25/2022		
Total Attachments: 22			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of April 29, 2022 (the “**Effective Date**”), is entered into by and among the Member Firms that are set forth on the signature page hereto (collectively, “**Assignors**”), and the Cooperation Buyers and Affiliates of CD&R Galaxy UK Opco Limited (“**Buyer**”) that are set forth on the signature page hereto (collectively, “**Assignees**”). Assignors and Assignees may be referred to herein individually as a “**Party**” and collectively as the “**Parties.**” Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to them in that certain Asset and Stock Purchase Agreement by and among Sellers (as defined therein) and Buyer, dated as of October 15, 2021 (the “**Purchase Agreement**”).

W I T N E S S E T H :

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, Sellers have agreed to sell, or cause to be sold, the Transferred Intellectual Property to Buyer, and Buyer has agreed to purchase from Sellers the Transferred Intellectual Property, including the trademarks set forth on Schedule A (the “**Assigned Trademarks**”), the domain names set forth on Schedule B (the “**Assigned Domain Names**”), the patents set forth on Schedule C (the “**Assigned Patents**”), and the copyright set forth on Schedule D (the “**Assigned Copyright**”) (such Assigned Trademarks, Assigned Domain Names, Assigned Patents and Assigned Copyright, collectively, the “**Assigned IP**”);

WHEREAS, Assignors and Assignees have entered into certain Local Territory Acquisition Agreements, pursuant to which Assignees did acquire, and Assignors did sell, assign, transfer and convey, all of Assignors’ right, title and interest in, to and under the Assigned IP, respectively; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement and the Local Territory Acquisition Agreements, Assignors and Assignees desire to confirm that all right, title and interest in and to the Assigned IP has been transferred to and is owned by Assignees.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignors hereby assign, convey, sell, deliver and transfer to Assignees: (i) all of Assignors’ right, title and interest in and to the Assigned IP, together with all goodwill associated therewith or symbolized thereby; (ii) all statutory, common law and other rights therein, including the right to apply for and maintain all registrations and applications for registrations thereof; (iii) all rights of priority therein and to claim priority thereto in any jurisdiction; and (iv)

all rights to sue, claim and recover damages and obtain other relief for past, present and future infringement, dilution or other violations thereof, in each case, to be held and enjoyed by Assignees for their own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made; *provided* that, with respect to International Registration No. 1,424,346 in Japan, the foregoing assignment, conveyance, sale, delivery and transfer shall only be effective upon the assignment of all right, title and interest in and to such trademark from Zimmer US, Inc. to PricewaterhouseCoopers LLP.

2. Except as otherwise provided in this Assignment or any other agreement in writing between the Parties, all Assigned IP assigned hereunder that is owned by an Assignor established under the laws of a jurisdiction shall be assigned to the Assignee established under the laws of such jurisdiction; provided that:

(i) all Assigned IP assigned hereunder that is owned by an Assignor established under the laws of Australia, shall be assigned to Vialto Partners Australia 2 Pty Ltd;

(ii) all Assigned IP assigned hereunder that is owned by an Assignor established under the laws of India, shall be assigned to Galaxy India Opco Private Limited; and

(iii) all Assigned IP assigned hereunder that is owned by an Assignor established under the laws of Italy, shall be assigned to Vialto Partners Italy s.r.l.

3. Notwithstanding anything in this Assignment to the contrary, Assignees acknowledge and agree that the only representations and warranties given by Assignors with respect to the Assigned IP are set forth in the Purchase Agreement.

4. Assignors agree to sign (and cause their Subsidiaries to sign) all necessary papers and perform (and cause their Subsidiaries to perform) all lawful acts reasonably requested to give effect to and record the assignment to Assignees under this Assignment, without further compensation; provided that Assignees or their successors and assigns shall be responsible for any filing fees imposed by Governmental Authorities (and any other additional reasonable out of pocket costs incurred) in connection with the foregoing.

5. This Assignment shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state. This Assignment is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns. No waiver, modification or amendment of any provision of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or amendment is sought to be enforced.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the Effective Date.

[The remainder of this page has been intentionally left blank; Signature page follows.]

PRICEWATERHOUSECOOPERS
INTERNATIONAL LIMITED

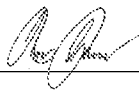
By: Dana Mcilwain

Name: Dana Mcilwain
Title: Chief Administrative Officer

[Signature Page to IP Assignment Agreement - PwCIL]

TRADEMARK
REEL: 007733 FRAME: 0632

**PRICEWATERHOUSECOOPERS (ABN 52 780
433 757)**

By:  _____

Name: Thomas Seymour

Title: Territory Senior Partner

In the presence of:

Signature of
witness

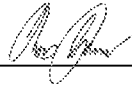
 _____

Name: Carolyn Sinclair

Occupation: Solicitor

Address: 100 Barangaroo Avenue
BARANGAROO NSW 2000

**PRICEWATERHOUSECOOPERS NOMINEES
(N.S.W.) PTY LTD**

By:  _____

Name: Thomas Seymour

Title: Authorised Signatory

**PRICEWATERHOUSECOOPERS BUSINESS
ADVISORY SERVICES BV**

By: Patrick Boone

Patrick Boone BV
Managing Partner
Represented by Patrick Boone

PRICEWATERHOUSECOOPERS PVT LTD

By: S. Berera

Name: SATYAVATI BERERA

Title: DIRECTOR

[Signature Page to IP Assignment Agreement - India]

TRADEMARK
REEL: 007733 FRAME: 0636

PRICEWATERHOUSECOOPERS, S.C.

by



Name: Ana Paula Jiménez Reyes
Title: Authorized Signatory

by



Name: Martha Elena González Escutia
Title: Authorized Signatory

[Signature Page to IP Assignment Agreement - Mexico]

PRICEWATERHOUSECOOPERS LLP



By: _____

Name: Martyn Curragh

Title: Chief Financial Officer

[Signature Page to IP Assignment Agreement - USA]

TRADEMARK
REEL: 007733 FRAME: 0638

Signed for **Vialto Partners Australia 2 Pty Limited**
ABN 56 657 905 167 by **Eric Michael Rubenstein**,
under a power of attorney dated 13 March 2022, who
has no notice of revocation of that power of attorney.

Eric Michael Rubenstein

Name: Eric Michael Rubenstein

Title: Authorized Signatory

GALAXY BELGIUM OPKO BV

By: Eric Michael Rubenstein

Name: Eric Rubenstein

Title: Director


GALAXY INDIA OPCO PRIVATE LIMITED

By: Eric Michael Rubenstein

Name: Eric Michael Rubenstein

Title: Authorized Signatory

GALAXY MÉXICO OPCO, S.C.

By:  _____

Name: Eric Rubenstein

Title: Attorney-In-Fact

GALAXY US OPCO INC.

By:  _____

Name: Eric Rubenstein

Title: Vice President and Secretary

Schedule A
Assigned Trademarks

Trademark	Country	Application No.	Registration No.	Owner
mytaxlocator	EU (Belgium)	016302465	N/A	PricewaterhouseCoopers Business Advisory Services BV
Airtax	Australia	1757034	1757034	PricewaterhouseCoopers Nominees (N.S.W.) Pty Ltd
Air tax	Australia	1757035	1757035	PricewaterhouseCoopers Nominees (N.S.W.) Pty Ltd
Airtax	Poland	1318720 (IR)	1318720 (IR)	PricewaterhouseCoopers Nominees (N.S.W.) Pty Ltd
Airtax	United States of America	79196075	5,238,763	PricewaterhouseCoopers Nominees (N.S.W.) Pty Ltd
Airtax	United States of America	1318720 (IR)	1318720 (IR)	PricewaterhouseCoopers Nominees (N.S.W.) Pty Ltd
Airtax	Philippines	1318720 (IR)	1318720 (IR)	PricewaterhouseCoopers Nominees (N.S.W.) Pty Ltd
Airtax	United Kingdom	1318720 (IR)	1318720 (IR)	PricewaterhouseCoopers Nominees (N.S.W.) Pty Ltd
Airtax	Vietnam	1318720 (IR)	1318720 (IR)	PricewaterhouseCoopers Nominees (N.S.W.) Pty Ltd
MYMOBILITY	Australia (Designated Country under International Registration No.1424346)	1958009	1958009	PRICEWATERHOUSECOOPERS LLP
MYMOBILITY	Canada	1903726	1091144	PRICEWATERHOUSECOOPERS LLP
MYMOBILITY	China (People's Republic)	36675057	36675057	PRICEWATERHOUSECOOPERS LLP
MYMOBILITY	China (People's Republic)	36675056	36675056	PRICEWATERHOUSECOOPERS LLP
MYMOBILITY	Hong Kong	304558014	304558014	PRICEWATERHOUSECOOPERS LLP
MYMOBILITY	India (Designated Country under International Registration No.1424346)	1424346	IR1424346	PRICEWATERHOUSECOOPERS LLP
MYMOBILITY	European Union (Designated Country)	1424346	IR1424346	PRICEWATERHOUSECOOPERS LLP

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TRADEMARK
REEL: 007733 FRAME: 0644

Trademark	Country	Application No.	Registration No.	Owner
	under International Registration No.1424346)			
MYMOBILITY	International Registration (IR) WIPO Countries Designated: Australia, China, European Union, India, Japan, Mexico and the United Kingdom. Note this IR filing is based on U.S. Serial # 86/097956	1424346	IR1424346	PRICEWATERHOUSECOOPERS LLP
MYMOBILITY	Japan (Designated Country under International Registration No.1424346)	1424346	IR1424346	ZIMMER US, INC.
MYMOBILITY	Mexico (Designated Country under International Registration No.1424346)	M2113512	1996167	PRICEWATERHOUSECOOPERS LLP
MYMOBILITY	Mexico (Designated Country under International Registration No.1424346)	M2113513	1996168	PRICEWATERHOUSECOOPERS LLP
MYMOBILITY	South Africa	2018/15898	2018/15898	PRICEWATERHOUSECOOPERS LLP
MYMOBILITY	South Africa	2018/15899	2018/15899	PRICEWATERHOUSECOOPERS LLP
MYMOBILITY	United Kingdom (Designated Country under International Registration No.1424346)	IR1424346	UK00801424346	PRICEWATERHOUSECOOPERS LLP
MYMOBILITY	China (Designated Country under International Registration No.1424346)	1424346	IR1424346	PRICEWATERHOUSECOOPERS LLP
MYMOBILITY	United States of America	86/097956	4951771	PRICEWATERHOUSECOOPERS LLP
MAKING	Australia	2026490	Lapsed	PRICEWATERHOUSECOOPERS LLP

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TRADEMARK
REEL: 007733 FRAME: 0645

Trademark	Country	Application No.	Registration No.	Owner
MOBILITY EASY				
MAKING MOBILITY EASY	Australia	2026487	Lapsed	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	Australia	2026488	Lapsed	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	Australia	2026489	Lapsed	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	Australia	2026491	Lapsed	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	European Union	018101347	N/A	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	Japan	T2019-131358	T6324980	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	Japan	T2019-131359	T6361635	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	Japan	T2019-131360	T6324981	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	Japan	T2019-131361	T6351870	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	Japan	T2019-131362	N/A	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	Japan	T2019-131363	N/A	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	Singapore	40201917595T	N/A	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	Singapore	40201917599X	N/A	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	Singapore	40201917603S	N/A	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	Singapore	40201917606U	N/A	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	United Kingdom	UK00003417487	UK00003417487	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	United States of America	88577323	N/A	PRICEWATERHOUSECOOPERS LLP

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TRADEMARK
REEL: 007733 FRAME: 0646

Trademark	Country	Application No.	Registration No.	Owner
MAKING MOBILITY EASY	United States of America	88577136	N/A	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	United States of America	88577325	N/A	PRICEWATERHOUSECOOPERS LLP
MAKING MOBILITY EASY	United States of America	88577326	N/A	PRICEWATERHOUSECOOPERS LLP

Schedule B

Assigned Domain Names

Web Domain	Registrant
https://airtax.com.au/	PricewaterhouseCoopers (ABN 52 780 433 757)
airtax.ca	PricewaterhouseCoopers (ABN 52 780 433 757)
airtax.co.uk	PricewaterhouseCoopers (ABN 52 780 433 757)
airtax.io	PricewaterhouseCoopers (ABN 52 780 433 757)
airtax.co	PricewaterhouseCoopers (ABN 52 780 433 757)
airtax.us	PricewaterhouseCoopers (ABN 52 780 433 757)
taxbreeze.in	PricewaterhouseCoopers Pvt Ltd
Greenlightfortravel.com	PricewaterhouseCoopers Business Services Srl

Schedule C
Assigned Patents

Patent	Country	Patent Application No.	Owner
METHODE EN COMPUTER-GEÏMPLIMENTEERD SYSTEEM VOOR HET BEPALEN VAN DEBELASTINGSCHULD	Belgium	1023756	PRICEWATERHOUSECOOPERS BUSINESS ADVISORY SERVICES BV
Werkwijze en systeem voor het rapporteren van locatie-informatie en tijds-informatie van een werknemer	Belgium	1024362	PRICEWATERHOUSECOOPERS BUSINESS ADVISORY SERVICES BV

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TRADEMARK
REEL: 007733 FRAME: 0649

Schedule D

Assigned Copyright

Copyright	Country	Registration No.	Owner
MATIAS2	Mexico	03-2018- 020912352300-1	PRICEWATERHOUSECOOPERS, S.C.

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