

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Navitas SAE (UK) Holdings Pty Ltd		05/10/2022	Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Navitas SAE Holdings Limited		
Street Address:	c/o Hackwood Secretaries Limited, One Silk Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2Y 8HQ		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2747933	SAE	
Registration Number:	3759685	SAE INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	2028576000		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Matthew Mills		
Address Line 1:	ArentFox Schiff LLP, 1717 K Street, NW		
Address Line 4:	Washington, D.C. 20006-5344		
NAME OF SUBMITTER:	Matthew Mills		
SIGNATURE:	/Matthew Mills/		
DATE SIGNED:	06/22/2022		
Total Attachments: 11			
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DEED OF ASSIGNMENT OF REGISTERED TRADE MARKS

DATE 10 May 2022

PARTIES

Navitas SAE (UK) Holdings Pty Ltd ABN 27 087 590 010 of Level 8 Brookfield Place, 125 St Georges Terrace, Perth WA 6000, Australia (the **Assignor**);

and

Navitas SAE Holdings Limited company number 13938605 of C/O Hackwood Secretaries Limited, One Silk Street, London, United Kingdom, EC2Y 8HQ (the **Assignee**).

RECITALS:

- (A) The Assignor is the owner of the Trade Marks and Trade Mark Registrations which are used in the Business.
- (B) The Assignor has entered into a Sale and Purchase Agreement with the Assignee with respect to the assets of the Assignor.
- (C) The Assignor agrees to assigns its rights, titles and interests in and to the Trade Marks and the Trade Mark Registrations, including the Goodwill, to the Assignee, on the terms set out in this document.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

Business means the business conducted by the Assignor at the date of this document.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in both Western Australia and England.

Completion means the completion of the Sale and Purchase Agreement.

Goodwill means the goodwill of the Business relating to the Trade Marks.

Register has the same meaning as in the *Trade Marks Act 1995* (Cth).

Sale and Purchase Agreement means the agreement of that name between the Assignor and the Assignee dated on or about the date of this document.

Tax means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or by a government agency, together with any related interest, penalty, fine or other charge.

Trade Marks means the trade marks that are the subject of the Trade Mark Registrations.

Trade Mark Registrations means the trade mark registrations set out in the Annexure.

1.2 **Rules for interpreting this document**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other genders.

(d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

(e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.

(g) The expression **this document** includes the agreement, arrangement, understanding or transaction recorded in this document.

2. **ASSIGNMENT**

The Assignor, as beneficial owner, assigns to the Assignee from Completion, absolutely, all rights, titles and interests in and to:

- (a) the Trade Marks and the Trade Mark Registrations;
- (b) all intellectual property rights, including copyright, in the Trade Marks, throughout the countries in which those Trade Marks are registered, for the remainder of the term of those rights, including all renewals and extensions; and
- (c) the right to take action, bring, make, oppose, defend, appeal proceedings or claim and sue for, and recover, damages and other relief in relation to any infringement of any of the rights assigned by this document (including for conversion or detention), including any that may have occurred before the date of this assignment.

This assignment includes the Goodwill.

3. ASSIGNOR'S DELIVERY OBLIGATIONS

The Assignor must, at its cost, ensure that all original certificates of registration and a copy of all other documents concerning the Trade Mark Registrations held by the Assignor or its solicitors, attorneys or agents are delivered to the Assignee or its nominee, within 7 days of the date of this document.

4. NOTICES

(a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail. If it is delivered, it is taken to have been received when it has been left at the addressee's address. If it is sent by mail, it is taken to have been received three Business Days after it is posted.

(b) A person's address is that set out below, or as the person notifies the sender:

Assignor:

Address: Level 8, Brookfield Place
125 St Georges Terrace
Perth WA 6009
Australia

Attention: The Company Secretary

Assignee:

Address: C/O Hackwood Secretaries Limited, One Silk Street, London,
United Kingdom, EC2Y 8HQ

Attention: The Company Secretary

5. AMENDMENT AND ASSIGNMENT

5.1 Amendment

This document can only be amended or replaced by another document executed by the parties.

5.2 Assignment

Before Completion, a party may only assign, encumber, declare a trust over or otherwise deal with its rights under this document with the prior written consent of the other party.

6. GENERAL

6.1 Governing law

- (a) This document is governed by the laws of the State of New South Wales, Australia.
- (b) Each party submits to the jurisdiction of the courts of that State and of any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

6.2 Liability for expenses

Subject to clause 6.3(a), each party must pay its own expenses incurred in negotiating, executing, stamping and registering this document.

6.3 Giving effect to this document

- (a) At the Assignee's cost, the Assignor must promptly do anything (including execute any document), and must ensure that its employees and agents promptly do anything (including execute any document), that the Assignee may reasonably require to give full effect to this document and to perfect the Assignee's title in the Trade Marks and Trade Mark Registrations assigned under this document. These acts may include anything reasonably necessary to record the Assignee on the Register as the registered owner of the Trade Mark Registrations, deposing to or swearing any declarations or oaths and assisting the Assignee in obtaining, defending and enforcing any of the Trade Marks and Trade Mark Registrations.
- (b) The Assignor irrevocably appoints the Assignee and each officer (as defined in the Corporations Act 2001 (Cth)) of the Assignee, severally, as its attorney to do any of the acts referred to in clause 6.3(a).

6.4 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right or as an estoppel precluding enforcement of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

6.5 Operation of this document

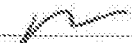
- (a) Subject to paragraph (b), this document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement,

representation or warranty relating to that subject matter is replaced by this document and has no further effect.

- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document, which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

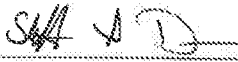
EXECUTED as a deed.

EXECUTED by Navitas SAE (UK) Holdings Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):


Signature of director

Paul Lovegrove

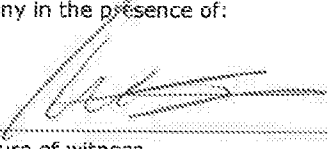
Name of director

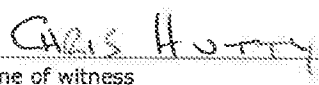

Signature of director/company secretary

Steffan Davies


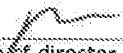
Name of director/company secretary

SIGNED on behalf of Navitas SAE Holdings Limited, a company duly organized under the laws of England and Wales, by the person specified opposite and sealed and delivered as a deed by that company in the presence of:


Signature of witness


Name of witness

Date: 10 MAY 2022



Signature of director

Paul Lovegrove

Name of director

Annexure
TRADE MARKS

#	Mark	Territory	Number	Class	Registered Owner (where not The Seller, recordal of assignment pending)
1.	SAE (fig.)	Argentina	2363468	41	The Seller
2.	SAE (fig.)	Australia	1246756	16, 41	The Seller
3.	SAE Institute (fig.)	Australia	1246758	16, 41	The Seller
4.	SAE	Australia	1246759	16, 41	The Seller
5.	SAE Institute	Australia	1247653	16, 41	The Seller
6.	SAE QANTM CREATIVE MEDIA INSTITUTE Logo	Australia	1568274	16, 41	The Seller
7.	SAE (old logo)	Australia	458918	41	The Seller
8.	SAE (old logo)	Australia	458919	16	The Seller
9.	SAE (old logo)	Australia	458920	9	The Seller
10.	QANTM	Australia	1032038	41	The Seller
11.	Q QANTM COLLEGE (fig.)	Australia	751669	9,16,35,36, 38,41,42	The Seller
12.	Q QANTM College (fig.)	Australia	1032037	41	The Seller
13.	my FUTURE OPTIONS (fig.)	Australia	1173793	16, 41	The Seller
14.	SAE (fig.)	Bahrain	123939	16	The Seller
15.	SAE (fig.)	Bahrain	123941	41	The Seller
16.	SAE (fig.)	IR/Bahrain	898482	16, 41	The Seller
17.	SAE (fig.)	Brazil	830633332	16	The Seller
18.	Qantrm	Canada	TMA857230	n/a	The Seller
19.	SAE Institute	Canada	TMA960327	16, 41	The Seller
20.	SAE Institute (fig.)	Canada	TMA969056	16, 41	The Seller
21.	SAE (fig)	Chile	840620	41	The Seller
22.	SAE Institute	China	8114109	16	The Seller
23.	SAE Institute	China	8114110	41	The Seller
24.	SAE (fig)	IR/China	898482	16, 41	The Seller
25.	SAE Institute (fig.)	Colombia	623371	16, 41	The Seller
26.	SAE INSTITUTE (fig.)	Croatia	Z20100830	41	The Seller
27.	SAE (fig.)	Croatia	Z20100831	16, 41	The Seller

#	Mark	Territory	Number	Class	Registered Owner (where not The Seller, recordal of assignment pending)
28.	SAE Institute	Croatia	Z20100829A	41	The Seller
29.	SAE Institute	Curaçao	18467	16, 41	The Seller
30.	SAE Institute (fig.)	Curaçao	18468	16, 41	The Seller
31.	SAE (fig.)	IR/Democratic People's Republic of Korea	898482	16, 41	The Seller
32.	SAE INSTITUTE (fig.)	Egypt	213143	41	The Seller
33.	SAE Institute	Egypt	213144	41	The Seller
34.	SAE	Egypt	213148	41	The Seller
35.	SAE (fig.)	IR/Egypt	898482	16, 41	The Seller
36.	Qantm	Egypt	213145	41	Navitas SAE Holdings Pty Ltd
37.	SAE (fig.)	India	1275664	41	The Seller
38.	SAE College (fig.)	India	1531246	41	The Seller
39.	SAE INSTITUTE (fig.)	India	1609483	41	The Seller
40.	SAE	India	1812445	41	The Seller
41.	Qantm	India	01609482	41	The Seller
42.	SAE Institute	Indonesia	IDM000320809	41	The Seller
43.	SAE (fig.)	Indonesia	IDM000320810	41	The Seller
44.	SAE (fig.)	Indonesia	IDM000377864	16	The Seller
45.	SAE (fig.)	IR/Iran	898482	16, 41	The Seller
46.	SAE Institute (fig.)	Iraq	Application no. 84691	16,41	The Seller
47.	SAE (fig.)	Japan	5239810	16, 41	The Seller
48.	SAE INSTITUTE (fig.)	Japan	5239811	41	The Seller
49.	Qantm	Japan	5184078	41	The Seller
50.	SAE Institute	Jordan	112743	41	The Seller
51.	SAE (fig.)	Jordan	95842	41	The Seller
52.	SAE INSTITUTE (fig.)	Jordan	95843	41	The Seller
53.	Qantm	Jordan	95844	41	The Seller
54.	SAE (fig.)	IR/Republic of Korea	898482	16, 41	The Seller
55.	SAE (fig.)	Kuwait	84724	41	The Seller

#	Mark	Territory	Number	Class	Registered Owner (where not The Seller, recordal of assignment pending)
56.	SAE INSTITUTE (fig.)	Kuwait	84725	41	The Seller
57.	Qantm	Kuwait	84726	41	The Seller
58.	SAE (fig.)	Lebanon	126110	16, 41	The Seller
59.	SAE INSTITUTE (fig.)	Lebanon	125111	41	The Seller
60.	SAE Institute	Lebanon	126109	41	The Seller
61.	SAE Institute (fig.)	Libya	37965	16	The Seller
62.	SAE Institute (fig.)	Libya	37966	41	The Seller
63.	SAE (fig.)	Madrid Protocol IR (int'l registr.)	898482	16, 41	The Seller
64.	SAE (fig.)	Malaysia	07050125	41	The Seller
65.	SAE INSTITUTE (fig.)	Malaysia	07050126	41	The Seller
66.	SAE (old logo)	Malaysia	92002184	25	The Seller
67.	SAE (old logo)	Malaysia	92002185	16	The Seller
68.	Qantm	Malaysia	07050123	41	SAE Licensing AG
69.	SAE INSTITUTE	Mexico	1214270	41	The Seller
70.	SAE INSTITUTE	Mexico	1523491	16	The Seller
71.	SAE Institute (fig.)	Mexico	1632003	16	The Seller
72.	SAE Institute (fig.)	Mexico	2283041	41	The Seller
73.	SAE (fig.)	Mexico	938475	41	The Seller
74.	TONMEISTER	Mexico	1215495	41	The Seller
75.	SAE TONMEISTER	Mexico	1214269	41	The Seller
76.	SAE (fig.)	IR/Morocco	898482	16, 41	The Seller
77.	SAE Institute (fig.)	Morocco	197737	16, 41	The Seller
78.	SAE (fig.)	New Zealand	776169	16, 41	The Seller
79.	SAE INSTITUTE (fig.)	New Zealand	776170	41	The Seller
80.	SAE Institute	New Zealand	776171	41	The Seller
81.	Qantm	New Zealand	776173	41	The Seller
82.	SAE Institute Logo	Paraguay	499640	16	The Seller
83.	SAE Institute Logo	Paraguay	499641	41	The Seller
84.	SAE Institute (fig.)	Qatar	109157	16	The Seller
85.	SAE Institute (fig.)	Qatar	109158	41	The Seller

#	Mark	Territory	Number	Class	Registered Owner (where not The Seller, recordal of assignment pending)
86.	SAE INSTITUTE Logo	Republic of Korea	45-0049229	16, 41	The Seller
87.	SAE INSTITUTE	Republic of Korea	45-0049230	16, 41	The Seller
88.	SAE INSTITUTE	Republic of Korea	45-0049262	16, 41	The Seller
89.	SAE INSTITUTE Logo	Republic of Korea	45-0049263	15, 41	The Seller
90.	SAE (fig.)	Republic of Korea	898482	16, 41	The Seller
91.	SAE (fig.)	Russian Fed.	367609	15	The Seller
92.	SAE INSTITUTE (fig.)	Russian Fed.	372161	41	The Seller
93.	SAE Institute	Russian Fed.	373635	41	The Seller
94.	SAE Logo	Russian Fed.	475281	41	The Seller
95.	Qantm	Russian Fed.	367750	41	The Seller
96.	SAE (fig.)	Saudi Arabia	143100459	41	The Seller
97.	SAE INSTITUTE (fig.)	Saudi Arabia	143100460	41	The Seller
98.	SAE Institute	Saudi Arabia	143100461	41	The Seller
99.	SAE (fig.)	Serbia	61352	16, 41	The Seller
100.	SAE INSTITUTE (fig.)	Serbia	61353	41	The Seller
101.	SAE Institute	Serbia	61354	41	The Seller
102.	Qantm	Serbia	61351	41	The Seller
103.	SAE (fig.)	Singapore	T0720610E	16, 41	The Seller
104.	SAE INSTITUTE (fig.)	Singapore	T0720614H	41	The Seller
105.	Qantm	Singapore	T0719893E	41	The Seller
106.	SAE (fig.)	South Africa	2008/03180	41	The Seller
107.	SAE INSTITUTE (fig.)	South Africa	2008/03181	41	The Seller
108.	Qantm	South Africa	2008/03182	41	The Seller
109.	SAE (fig.)	Sri Lanka	142815	41	The Seller
110.	SAE INSTITUTE (fig.)	Sri Lanka	142816	41	The Seller
111.	SAE Institute	Sri Lanka	142817	41	The Seller
112.	SAE	Sri Lanka	142821	41	The Seller

#	Mark	Territory	Number	Class	Registered Owner (where not The Seller, recordal of assignment pending)
113.	Qantm	Sri Lanka	142818	41	The Seller
114.	SAE (fig.)	IR/Syria	898482	16, 41	The Seller
115.	SAE Institute (fig.)	Thailand	SM40086	41	The Seller
116.	SAE Institute (fig.)	Thailand	SM40370	41	The Seller
117.	Qantm	Thailand	SM 39708	41	The Seller
118.	SAE Institute Logo	Tunisia	TN/E/2018/00534	16, 41	The Seller
119.	SAE INSTITUTE (fig.)	Turkey	2007/51039	41	The Seller
120.	SAE Institute	Turkey	2007/51040	41	The Seller
121.	SAE (fig.)	IR/Turkey	898482	16, 41	The Seller
122.	Qantm	Turkey	2007/51038	41	The Seller
123.	SAE INSTITUTE (fig.)	Ukraine	102976	41	The Seller
124.	SAE (fig.)	Ukraine	102977	16, 41	The Seller
125.	SAE Institute	Ukraine	102979	41	The Seller
126.	Qantm	Ukraine	102981	41	The Seller
127.	SAE (fig.)	UAE	128982	41	The Seller
128.	SAE INSTITUTE (fig.)	UAE	128984	41	The Seller
129.	SAE Institute	UAE	164466	41	The Seller
130.	Qantm	UAE	153489	41	The Seller
131.	SAE (fig.)	USA	2747933	41	The Seller
132.	SAE Institute	USA	3759685	41	The Seller