

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM741233

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DIGI.ME LIMITED		04/26/2022	Corporation: ENGLAND AND WALES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WORLD DATA EXCHANGE HOLDINGS PTY LTD		
<b>Street Address:</b>	L4 11-17 York Street		
<b>City:</b>	Sydney		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	NSW 2000		
<b>Entity Type:</b>	Australian Private Company: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4639734	SOCIALSAFE	
<b>Registration Number:</b>	5248371	DIGI.ME	
<b>Registration Number:</b>	5248461		
<b>Registration Number:</b>	6317943	DIGITAL ME	
<b>Registration Number:</b>	5127412		
<b>Registration Number:</b>	5207802		
<b>Registration Number:</b>	5215498	INTERNET OF ME	
<b>Registration Number:</b>	5274807	IAMDATA	
<b>Registration Number:</b>	5604677	DON'T SEE, DON'T TOUCH, DON'T HOLD	
<b>Registration Number:</b>	5636226	GET IT, SEE IT, SHARE IT	
<b>Registration Number:</b>	5952848	YOUR LIFE, YOUR TERMS	
<b>Registration Number:</b>	6099181	DIGI.ME PRIVATE SHARING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	officeactions@crowell.com		
<b>Correspondent Name:</b>	Andrew Avsec		
<b>Address Line 1:</b>	P.O. Box 10395		

OP \$315.00 4639734

<b>Address Line 4:</b>	Chicago, ILLINOIS 60610
<b>ATTORNEY DOCKET NUMBER:</b>	520125.00001
<b>NAME OF SUBMITTER:</b>	Andrew J. Avsec
<b>SIGNATURE:</b>	/Andrew J. Avsec/
<b>DATE SIGNED:</b>	07/14/2022

**Total Attachments: 16**

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Dated 26 April 2022

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DEED OF ASSIGNMENT OF IP

between

DIGI.ME LIMITED

and

WORLD DATA EXCHANGE HOLDINGS PTY LTD

This deed is dated 26 April 2022.

#### Parties

- (1) DIGI.ME LIMITED, incorporated and registered in England and Wales with company number 13632195 whose registered office is at 7 Bower Road, Wrecclesham, Farnham, Surrey GU10 4ST ("Digi.me").
- (2) WORLD DATA EXCHANGE HOLDINGS PTY LTD with Australian company number 658 760 528 of L4 11-17 York Street, Sydney, NSW 2000, Australia or its nominee (Assignee).

#### Background

- (A) The legal entity Innovate.Me Limited, incorporated and registered in England and Wales with company number 13632195, changed its name to Digi.me Limited on 23 December 2021.
- (B) Digi.me is the proprietor of the IP (as defined below) and has full title to this IP having received that title under the 2021 Assignment.
- (C) DIR had full title to this IP before DIR's administration.
- (D) DIR's administrators were legally entitled to pass full title to Digi.me through the 2021 Assignment.
- (E) Digi.me has agreed to assign the IP to the Assignee on the terms set out in this deed.

#### Agreed terms

##### 1 Interpretation

The following definitions and rules of interpretation apply in this deed.

##### 1.1 Definitions:

"2021 Assignment": the assignment of that date between DI Realisations Limited (DIR), (then known as Digi.me), the administrators of DIR and Digi.me (then known as Innovate.me Limited).

"Business Day": a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"IP": The registered trademarks and applications, patent applications, social media accounts and domain names listed in Appendix C – Intellectual Property attached to this deed.

##### 1.2 Clause and paragraph headings shall not affect the interpretation of this deed.

##### 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

##### 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

##### 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

##### 1.6 This deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

##### 1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

##### 1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

## 2 Assignment

2.1 In consideration of the sum of [REDACTED] (receipt of which Digi.me expressly acknowledges), Digi.me hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the IP, including:

2.1.1 all statutory and common law rights attaching to the IP, together with the goodwill of the business relating to the goods or services in respect of which the IP is registered or used; and

2.1.2 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 (including passing off) arising from ownership, of the IP whether occurring before, on or after the date of this deed.

## 3 Warranties

3.1 Digi.me represents and warrants that:

3.1.1 no claims can be made by any inventors relevant to the patents;

3.1.2 the IP is all active and in good standing, with all and any fees due having been paid;

3.1.3 it has a clear chain of title to the IP;

3.1.4 there are no recorded security interests against the IP;

3.1.5 digi.me is the registrant for all IP with the exception of the urls digimebv.com and digime.nl, which are registered to its wholly owned subsidiary digi.me B.V.;

3.1.6 it has not given any third party permission to use the IP or otherwise licensed or assigned any of the rights under the IP;

3.1.7 it has not acquiesced in the unauthorised use of the IP;

3.1.8 it is unaware of any infringement of the IP;

3.1.9 no claim has been made by a third party that disputes the right of Digi.me to use the IP; and

3.1.10 so far as it is aware, exploitation of the IP will not infringe the rights of any third party.

## 4 Further assurance

4.1 Digi.me shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this deed, including registration of the Assignee as registered proprietor of the IP.

4.2 Digi.me shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the IP to the Assignee:

4.2.1 if legally required to do so, promptly satisfy all official actions issued by any relevant IP registry or authority;

4.2.2 ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of Jo Cooper or any other person that the Assignee notifies to Digi.me from time to time.

- 4.2.3 provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested in writing by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee); and
  - 4.2.4 ensure the safe transition of operational IP that is contained within utilised software applications, free or paid for subscriptions, maintained in good order, including but not limited to those items listed in Section 6 of Appendix C attached.
- 4.3 Digi.me shall deliver to the Assignee as soon as practicable after the date of this deed all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the IP.

5 Waiver

No failure or delay by a party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6 Variation

No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7 Severance

- 7.1 If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this deed.
- 7.2 If one party gives notice to the other of the possibility that any provision or part-provision of this deed is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

8 Third party rights

This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

9 Notices

- 9.1 Any notice given to a party under or in connection with this deed shall be in writing and shall be:
  - 9.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office.
- 9.2 Any notice shall be deemed to have been received:
  - 9.2.1 if delivered by hand, at the time the notice is left at the proper address; or
  - 9.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- 9.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10 Governing law

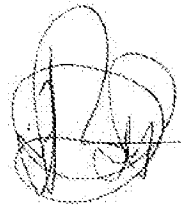
This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This deed has been entered into on the date stated at the beginning of it.

Executed as a deed by DIGI.ME LIMITED  
acting by a director, in the presence of:

  
DIRECTOR

Signature

Name MR. TREVOR TAYLOR

Address 30 CANNON CREE, BRASSCREE HILLS, 2021 NSW

Occupation Director

Executed as a deed by WORLD DATA EXCHANGE  
HOLDINGS PTY LTD

in the presence of: MARK COOPER

  
DIRECTOR

Signature

Name MARK COOPER

Address 34 RAILWAY TERRACE, RIVERSTONE, NSW

Occupation PRODUCER

## Appendix C – 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



Case Reference	Official No	Title	Case Status	Country	Local Classes
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

Case Reference	Official No	Title	Case Status	Country	Local Classes
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

Case Reference	Official No	Title	Case Status	Country	Local Classes
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-22
consenteddata.com	names.co	22-Sep-22
consentry.co	names.co	22-Jul-22
consentry.com	tucowdomains.com	29-May-23
datadonor.co	names.co	11-Oct-22
devdigi.me	names.co	01-Dec-22
digi.me	names.co	31-Jul-23
digime-ext.com	names.co	20-Feb-23
dmeapps.com	names.co	08-Feb-23
digimebv.com	names.co	18-Oct-22
digimebv.nl	names.co	07-Aug-22
digimecy.eu	names.co	01-Jun-22
dmeopps.com	names.co	19-Nov-23
getconsentry.com	names.co	07-Jul-22
getsocialsafe.com	names.co	19-Oct-23
healthradar.co	names.co	02-Mar-23
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-23
personaldataindex.net	names.co	22-Mar-23
personaldataindex.org	names.co	22-Mar-23
privatesharing.exchange	names.co	20-Sep-22
sandboxdigi.me	names.co	01-Dec-22
social-safe.co.uk	names.co	16-May-23
social-safe.eu	names.co	01-May-23
social-safe.net	names.co	16-May-23

Domain name in full	Host Provider	Expiry
social-safe.uk	names.co	26-Sep-22
socialsafe.co.uk	names.co	19-Mar-23
socialsafe.eu	names.co	01-May-23
socialsafe.info	names.co	16-May-23
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-22
sysdigi.net	names.co	27-Oct-22



5. Other IP

- 5.1 Digi.me Platform/App technology logic including the SaaS V1 model and all related Source Code
- 5.2 Electronic or printed Documentation relating to all Systems and Standards Accreditations such as ISO, Medmij, NEN 750 & Cyber Essentials
- 5.3 All engineering or Architecture Diagrams relating to IP/Patents and Trademarks
- 5.4 Consentry App, Support Systems, Operating & Source Code
- 5.5 Access rights to Microsoft Managed Servers hosting Digi.me System IP, supports and source code
- 5.6 All digi.me related IP on the notebook computers of the Employers and Workers listed at Appendix I
- 5.7 Digi.me Sandboxes for testing and on-Premise Server Equipment stationed in or accessed via Digi.me UK, Bosnia, Netherlands or USA Subsidiaries or nominated Data Centres
- 5.8 Operational Websites and assets related to any of the digi.me domains listed at Section 4 above, including but not limited to:

[www.digi.me](http://www.digi.me)

[www.play.digi.me](http://www.play.digi.me)

[www.marketing.digi.me](http://www.marketing.digi.me)

[www.developers.digi.me](http://www.developers.digi.me)

[www.consentry.com](http://www.consentry.com)

[www.datadoggr.co](http://www.datadoggr.co)

6 IP contained within utilised software application, free or paid for subscriptions

Atlassian Suite/Confluence  
GitHub  
Snyk  
Office 365 Digi.me  
Office 365 Digi.me-EXT  
Office 365 Consentry  
Office 365 digimeoops  
Mimecast  
1 Password  
Alert Cascade  
NamesCo  
DNSMADEEASY  
Hoover.com  
Smartsheets  
Trello  
Slack digi-me  
Slack digi-api  
Slack Consentry  
OVH account  
Checkpoint Firewall  
Automox  
On Security  
Malwarebytes Cloud  
Jump Cloud  
Fire Text  
Google Suite  
Status page  
Status cake  
Adode Creative cloud  
Freshdesk Digi.me  
Freshdesk Consentry  
Zoom  
Druva Insync  
WordPress  
Directadmin  
Sage Cloud Accounts  
SAP Concur  
CRM Sales Management