

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM743689

<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>
Outernet Global Limited		06/28/2022	limited company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Consolidated Developments Limited		
<b>Street Address:</b>	3rd Floor, 114a Cromwell Road		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	SW7 4AG		
<b>Entity Type:</b>	limited company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4725978	OUTERNET	
<b>Registration Number:</b>	2363470	OUTERNET	
<b>Registration Number:</b>	2499252	OUTER.NET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3474382143		
<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>Phone:</b>	212.826.5579		
<b>Email:</b>	pto@fkks.com		
<b>Correspondent Name:</b>	Catherine M.C. Farrelly		
<b>Address Line 1:</b>	28 Liberty Street		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Catherine M.C. Farrelly		
<b>Address Line 1:</b>	28 Liberty Street		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Catherine M.C. Farrelly		
<b>SIGNATURE:</b>	/cmcf/		

OP \$90.00 4725978

<b>DATE SIGNED:</b>	07/26/2022
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**Total Attachments: 4**

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This agreement is dated ..... 28 June 2022 .....

**Parties**

- (1) Outernet Global Limited incorporated and registered in England and Wales with company number 09637757 whose registered office is at 3<sup>rd</sup> Floor 114a Cromwell Road, London, United Kingdom, SW7 4AG (Assignor)
- (2) Consolidated Developments Limited incorporated and registered in England and Wales with company number 02904116 whose registered office is at 3<sup>rd</sup> Floor 114a Cromwell Road, London, United Kingdom, SW7 4AG (Assignee)

**WHEREAS**

- (A) The Assignor is the current proprietor of the trade marks detailed in Schedule 1 to this Agreement (hereinafter called the "Trade Marks");
- (B) The Assignee wishes to obtain full and exclusive rights in and to the Trade Marks; and
- (C) The Parties have agreed that the Trade Marks should be transferred by the Assignor to the Assignee for the consideration hereinafter set forth.

**IN CONSIDERATION** of the sum of One Pound Sterling (£1.00) to be paid by the Assignee to the Assignor (receipt and sufficiency of which is hereby acknowledged), the Assignor **HEREBY:**

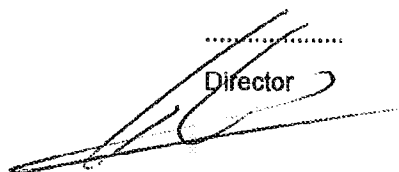
1. Assigns to the Assignee absolutely with full title guarantee,
  - a) All of its rights, title and interest (including all rights conferred by the registrations thereof and pending applications therefor) in and to the Trade Marks, together with all the goodwill associated with, attaching to and symbolised by the Trade Marks;
  - b) 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 any of the Trade Marks whether occurring before, on or after the date of this agreement;
  - 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.
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.
  3. The Assignment 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 Assignment.
  4. If any provision or part-provision of this agreement 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 agreement.
  5. This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
  6. This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Trade marks

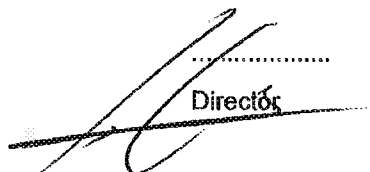
Territory	Mark	Status	Registration No.	Class. Numbers	App. Date/Filing Date	Reg. Date/Issue Date
United States (USPTO)	OUTERNET	REGISTERED	4725978	9, 35, 38, 42	20/12/2011	28/04/2015
United States (USPTO)	OUTERNET	REGISTERED	2363470	35, 37, 38, 42	17/08/1995	04/07/2000
United States (USPTO)	OUTER.NET	REGISTERED	2499252	38, 42	30/08/1995	23/10/2001

Signed by LAURENCE  
GRANT KIRSCHER for and  
on behalf of Outernet Global  
Limited



.....  
Director

Signed by LAURENCE  
GRANT KIRSCHER for and  
on behalf of Consolidated  
Developments Limited



.....  
Director