

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sage Intacct Inc.		08/04/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sage Global Services Limited		
Street Address:	C23 - 5 & 6 Cobalt Park Way		
Internal Address:	Cobalt Park		
City:	Newcastle Upon Tyne		
State/Country:	UNITED KINGDOM		
Postal Code:	NE28 9EJ		
Entity Type:	Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2470412	INTACCT	
Registration Number:	4218003	INTACCT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	615 782 2200		
Email:	alexandra.mackay@stites.com		
Correspondent Name:	Alexandra MacKay		
Address Line 1:	401 Commerce Street		
Address Line 2:	Suite 800		
Address Line 4:	Nashville, TENNESSEE 37219		
DOMESTIC REPRESENTATIVE			
Name:	S&H Nashville, LLC		
Address Line 1:	401 Commerce Street		
Address Line 2:	Suite 800		
Address Line 4:	Nashville, TENNESSEE 37219		
NAME OF SUBMITTER:	Alexandra MacKay		

OP \$65.00 2470412

SIGNATURE:	/Alex/
DATE SIGNED:	08/30/2022
Total Attachments: 6 source=redacted TM Assignment - SII to SGS - Fully Executed 04.08.2022#page1.tif source=redacted TM Assignment - SII to SGS - Fully Executed 04.08.2022#page2.tif source=redacted TM Assignment - SII to SGS - Fully Executed 04.08.2022#page3.tif source=redacted TM Assignment - SII to SGS - Fully Executed 04.08.2022#page4.tif source=redacted TM Assignment - SII to SGS - Fully Executed 04.08.2022#page5.tif source=redacted TM Assignment - SII to SGS - Fully Executed 04.08.2022#page6.tif	

DATED: 04/08/2022

SAGE INTACCT INC

AND

SAGE GLOBAL SERVICES LIMITED

CONFIRMATORY DEED OF ASSIGNMENT OF TRADE MARKS

DATE: 04/08/2022

PARTIES:

1. **SAGE INTACCT INC**, a company registered under the laws of the United States whose registered office is at C/O Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle, Delaware, 19808, United States (the **Assignor**)
2. **SAGE GLOBAL SERVICES LIMITED**, a company registered in England and Wales with company number 09506951 whose registered office is at C23 - 5 & 6 Cobalt Park Way Cobalt Park, Newcastle Upon Tyne, United Kingdom, NE28 9EJ (the **Assignee**).

(each a **Party**, together the **Parties**).

INTRODUCTION:

- A. The Assignor is the proprietor of the Trade Marks, as defined below.
- B. The Assignor has agreed to assign all their right, title, property and interest in and to the Trade Marks to the Assignee upon the terms and subject to the conditions set out in this confirmatory deed of assignment (the **Deed**).

AGREED TERMS:

1. **Definitions and Interpretation**

1.1 The following definitions and rules of interpretation shall apply in this Deed.

Trade Marks: as particularised in Schedule 1.

1.2 Clauses and paragraph headings shall not affect the interpretation of this Deed.

1.3 References to clauses are to clauses of this Deed.

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

1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 This Deed shall be binding on, and enure to the benefit of, the Parties to this Deed and their respective representatives, successors and permitted assigns, and references to any Party shall include that Party's representatives, successors and permitted assigns.

2. **Assignment**

2.1 In consideration of the sum of [REDACTED], receipt of which is hereby acknowledged, the Assignor hereby assigns all their right, title, property and interest in and to the Trade Marks with full title guarantee, including:

- 2.1.1 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks have been applied 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 Trade Marks, whether occurring before, on, or after the date of this Deed.

3. Further Assurances

- 3.1 The Assignor shall, and shall use all reasonable endeavours, to procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect this Deed, including registration of the Assignee as the registered proprietor of the Trade Marks.

4. Waiver

- 4.1 No failure or delay by any Party in exercising any right or remedy 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.

5. Variation

- 5.1 No variation of this Deed shall be effective unless made in writing and signed by each of the Parties (or their authorised representatives).

6. Severance

- 6.1 If any provision or part of a 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 provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.

7. Counterparts

- 7.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed.
- 7.2 No counterparts shall be effective until each party has executed and delivered at least one counterpart.

8. Third party rights

- 8.1 This Deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Deed.

9. **Governing law**

9.1 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 of formation shall be governed by and construed in accordance with the laws of England and Wales.

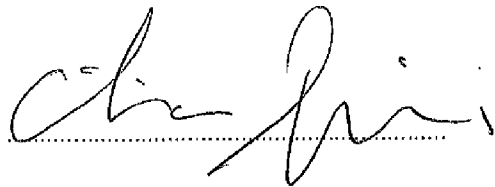
10. **Jurisdiction**

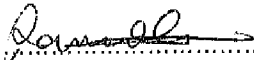
10.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter of formation.

This document has been executed as a deed and is delivered and takes effect on the date appearing at the head of this Deed.

GO.
Cristina


Executed as a deed by SAGE INTACT INC,)
acting by CRISTINA GARRIGUES)
a ~~director~~ or an authorised signatory, in the)
presence of:)

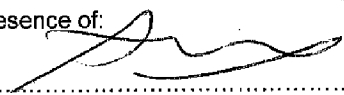




Witness name: RAVINDER AHIRA
Address: THE SHARD, 32 LONDON BRIDGE, LONDON, SE1 9SG
Occupation: SENIOR IP PARALEGAL

Executed as a deed by SAGE GLOBAL)
SERVICES LIMITED,)
acting by VICKI KRAVINS,)
a director or an authorised signatory, in the)
presence of:)


Director



Witness name: LAURA GILLESPIE
Address: 51 Bowman mews, Southfields, SW15 2TN
Occupation: Director

SCHEDULE 1

Trade Marks

Country	Trade mark	Application No	Application Date	Registration No	Registration Date	Int. Classes	Owner

