

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM765165

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900716175

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sage Software Inc.		08/04/2022	Corporation: VIRGINIA

## RECEIVING PARTY DATA

<b>Name:</b>	Sage Global Services Limited
<b>Street Address:</b>	C23 - 5 & 6 Cobalt Park Way
<b>Internal Address:</b>	Cobalt Park
<b>City:</b>	Newcastle Upon Tyne
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	NE28 9EJ
<b>Entity Type:</b>	Company: ENGLAND AND WALES

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2240550	SAGE
Registration Number:	2880566	SAGE
Registration Number:	3238564	SAGE
Registration Number:	4411939	SAGE 100
Registration Number:	4382365	SAGE 300
Registration Number:	4382361	SAGE 50
Registration Number:	4382519	SAGE ADVISOR

## CORRESPONDENCE DATA

## Fax Number:

*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.*

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

**SIGNATURE:** /Alex/

**DATE SIGNED:** 11/02/2022

**Total Attachments: 5**

source=Redacted TM Assignment - SSI to SGS - Fully Executed 04.08.2022#page1.tif  
source=Redacted TM Assignment - SSI to SGS - Fully Executed 04.08.2022#page2.tif  
source=Redacted TM Assignment - SSI to SGS - Fully Executed 04.08.2022#page3.tif  
source=Redacted TM Assignment - SSI to SGS - Fully Executed 04.08.2022#page4.tif  
source=Redacted TM Assignment - SSI to SGS - Fully Executed 04.08.2022#page5.tif

DATED: 04/08/2022

SAGE SOFTWARE INC

AND

SAGE GLOBAL SERVICES LIMITED

---

CONFIRMATORY DEED OF ASSIGNMENT OF TRADE MARKS

---

DATE: 04/08/2022

**PARTIES:**

1. **SAGE SOFTWARE INC**, a company registered under the laws of the United States whose registered office is at C/O Corporation Service Company, 100 Shockoe Slip, 2nd Floor, Richmond, VA, 23219, 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 & 8 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**

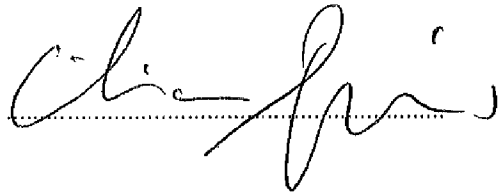
9.1 This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter of formation shall be governed by and construed in accordance with the laws of England and Wales.

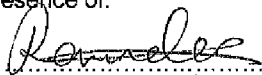
10. **Jurisdiction**

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.

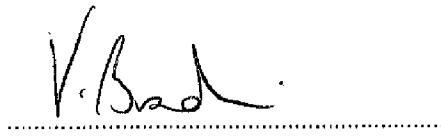
Executed as a deed by SAGE SOFTWARE INC, )  
acting by CRISTINA GARRIGUES )  
~~a director~~ or an authorised signatory, in the )  
presence of: )



  
.....

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 BRAOIN' )  
a director or an authorised signatory, in the )  
presence of: )



Director

Laura Gillespie  
.....

Witness name: L. Gillespie  
Address: 57 Bowman meadows, Southfields SW18 5TA  
Occupation: Director

SCHEDULE 1

Trade Marks

Country	Trade mark	Application No	Application Date	Registration No	Registration Date	Int. Classes	Owner
United States of America	SAGE	75420104	20 Jan 1998	2240550	20 Apr 1999	42	Sage Software, Inc. (Irvine Center Drive)
United States of America	SAGE	75590576	18 Nov 1998	2880566	7 Sep 2004	9	Sage Software, Inc. (Irvine Center Drive)
United States of America	SAGE	76412073	24 May 2002	3238564	8 May 2007	9, 35, 36, 38, 42	Sage Software, Inc. (Irvine Center Drive)
United States of America	SAGE 100	85653212	15 Jun 2012	4411939	1 Oct 2013	9	Sage Software, Inc. (Irvine Center Drive)
United States of America	SAGE 300	85653250	15 Jun 2012	4382365	13 Aug 2013	9, 42	Sage Software, Inc. (Irvine Center Drive)
United States of America	SAGE 50	85653174	15 Jun 2012	4382361	13 Aug 2013	9	Sage Software, Inc. (Irvine Center Drive)
United States of America	SAGE ADVISOR	85676457	13 Jul 2012	4382519	13 Aug 2013	9, 42	Sage Software, Inc. (Irvine Center Drive)