

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM826805

<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>
Mapmechanics Limited		06/27/2018	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CACI Limited		
<b>Street Address:</b>	CACI House, Kensington Village		
<b>Internal Address:</b>	Avonmore Road		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	W14 8TS		
<b>Entity Type:</b>	Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1816754	TRUCKSTOPS	
<b>Registration Number:</b>	1880411	OPTISITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3176302813		
<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>	3176302812		
<b>Email:</b>	arollins@bscattorneys.com		
<b>Correspondent Name:</b>	Amy Rollins		
<b>Address Line 1:</b>	Brannon Sowers & Cracraft PC		
<b>Address Line 2:</b>	101 West Kirkwood Avenue, Suite 238		
<b>Address Line 4:</b>	Bloomington, INDIANA 47404		
<b>NAME OF SUBMITTER:</b>	Amy Rollins		
<b>SIGNATURE:</b>	/ar/		
<b>DATE SIGNED:</b>	07/25/2023		
<b>Total Attachments: 8</b>			
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**ASSET AND BUSINESS SALE AGREEMENT**

**Dated:** 28 June 2018

- (1) CACI LIMITED
- (2) MAPMECHANICS LIMITED

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THIS AGREEMENT is made the 27 June 2018  
BETWEEN:

- (1) **CACI LIMITED** (Company No. 1649776) whose registered office is at CACI House, Kensington Village, Avonmore Road, London W14 8TS ("**Buyer**");and
- (2) **MAPMECHANICS LIMITED** (Company No. 02129484) whose registered office is at Kensington Village, Avonmore Road, London, W14 8TS ("**Seller**").

## RECITALS

1. The Seller is a subsidiary of the Buyer.
2. The Seller carries on the Business (as defined below) and wishes to sell to the Buyer, and the Buyer wishes to purchase, the goodwill and the assets of the Business on the terms and conditions set out in this Agreement.

THE PARTIES AGREE as follows:

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Words and expressions in this Agreement have the following meanings unless the context requires otherwise:

<b>"Assets"</b>	All the property and assets and rights of the Seller of any kind whether owned by the Seller or used in the conduct of the Business as at the Effective Date including without limitation, all profits earned on any contract performed by the Seller from the Effective Date and all property assets and rights acquired by the Seller from the Effective Date;
<b>"Business"</b>	the business as carried on by the Seller at any time prior to the Effective Date;
<b>"Completion"</b>	completion of the sale and purchase of the Business and Assets in accordance with clause 4;
<b>"Consideration"</b>	the consideration set out in clause 3.1;
<b>"Effective Date"</b>	shall mean 1 <sup>st</sup> November 2017;
<b>"Employees"</b>	all the persons employed by the Seller at the Effective Date for the purposes of the Business;
<b>"Employee Transfer Date"</b>	shall mean the 1 <sup>st</sup> November 2017;

**"holding company" and "subsidiary"** shall have the meanings attributed to them in Companies Act 2006;

**"Liabilities"** all liabilities of whatever nature of the Seller, whether actual, contingent, known or unknown or otherwise arising out of the activities of the Seller as at the Effective Date;

**"Seller's Group"** the Seller, any holding company of the Seller and any subsidiary of the Seller or such holding company;

**"Transfer Regulations"** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);

1.2 Unless the context requires otherwise words in the singular include the plural and vice versa and words for any gender shall include all genders. Reference to persons includes a body corporate.

1.3 Reference to any statute or statutory provision includes a reference to statutory instruments and orders made further to it and includes consolidations or amendments or modifications or re-enactments.

1.4 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.5 Unless otherwise stated a reference to a clause or a schedule or a party is a reference to a Clause in or a Schedule or a party to this Agreement. The Schedules form a part of and are incorporated into this Agreement.

## 2. **AGREEMENT FOR SALE**

The Seller shall sell such rights, title and interest in the Assets and Business as it has and the Buyer shall buy the Business and all the Assets as at and with effect from the Effective Date and subject to the terms and conditions of this Agreement.

## 3. **CONSIDERATION**

3.1 The Consideration shall comprise the net book value of the Assets less the Liabilities of the Seller plus the goodwill attributed as at the Effective Date.

## 4. **COMPLETION**

4.1 Completion of the sale and purchase shall take place at CACI House, Kensington Village, Avonmore Road, London W14 8TS on the signing of this Agreement when all of the matters set out in this clause shall be transacted and completed.

- 4.2 The Seller shall deliver to the Buyer at the principal office of the Business those Assets which are capable of being transferred by delivery.
- 4.3 The Seller shall cause to be delivered or (if so requested by the Buyer) made available to the Buyer:
- 4.3.1 those documents as are necessary or appropriate to complete the sale and purchase of the Assets and to vest title to each Asset in the Buyer;
  - 4.3.2 all its books of account payroll records income records stock and other records and information relating to customers and suppliers and any relevant computer programs and other books and documents which relate to the Business;
  - 4.3.3 all its designs and drawings plans instructional and promotional material sales publications advertising materials terms and conditions of sale and other technical and sales matter which relate to the Business; and
  - 4.3.4 all records or copies of records of national insurance and PAYE relating to all the Employees on the date of Completion duly completed up to that date;

5. **CONSENTS & ASSETS HELD ON TRUST**

- 5.1 Where any third party consent in respect of any Asset is not obtained prior to Completion, until that third party consent is obtained, that Asset will be held upon trust for the benefit of the Buyer absolutely but shall be deemed to be included in the sale.
- 5.2 Where the Seller enters into any contract with a third party after the Completion Date, such contract will be held upon trust for and for the benefit (subject to the burden) of the Buyer absolutely until consent for the assignment to the Buyer is obtained and shall be deemed to be included in the sale.
- 5.3 In the event that any such consent is subsequently refused then such item shall be promptly transferred back to the Seller and the Consideration shall be adjusted in such manner as is equitable.
- 5.4 Any bank accounts included in the Assets shall be held and operated upon trust for and for the benefit of the Buyer absolutely until such time as the accounts are no longer required and the balances on the accounts are transferred to the Buyer and the accounts are closed.

6. **EMPLOYEES**

- 6.1 After the Effective Date, the Seller and the Buyer held consultations with the Employees regarding the Asset and Business sale and the intended transfer of their employment. The Seller and the Buyer transferred the contracts of employment of the Employees to the Buyer pursuant to the Transfer Regulations following such consultation with effect from the Employee Transfer Date.

6.2 All amounts payable to or in relation to the Employees including salaries and other emoluments was paid by the Seller up to the Employee Transfer Date and by the Buyer from (and including) the Employee Transfer Date.

6.3 Immediately after the Employee Transfer Date the Seller and the Buyer gave notice to Employees that Completion has taken place and that the contracts of employment have been transferred to the Buyer accordingly.

7. **VALUE ADDED TAX**

The parties shall use all reasonable endeavours to procure that the sale of the Business is deemed to be a transfer of a business as a going concern for the purposes of Section 49 of the Value Added Tax Act 1994 (as subsequently amended) and Article 5 of the Value Added Tax (Special Provisions) Order 1995 (as subsequently amended) so that the sale is treated as neither a supply of goods nor a supply of services.

8. **FURTHER ASSURANCES**

8.1 The Seller will execute and perform all acts and deeds and documents (or procure that any necessary third party shall do so) and give the Buyer any assistance the Buyer may reasonably require for the purpose of vesting in the Buyer the full benefit of the Business and Assets.

8.2 The Buyer shall take all such steps and do all such things to fully and effectively assume all of the Liabilities and shall, pending such assumption, hold the Seller harmless and keep the Seller indemnified against any liability, costs, obligation or expenses it may incur in satisfying any Liability arising.

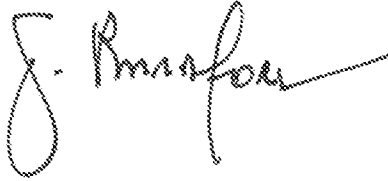
9. **PROPER LAW**

The construction and validity and performance of this Agreement shall be governed by the laws of England and each party submits to the non-exclusive jurisdiction of the English courts for the purposes of determining any dispute arising out of the agreement or the transactions contemplated by it.



**The Buyer**

SIGNED by Gregory Bradford )  
(Director) )  
for and on behalf of )  
CACI LIMITED )  
in the presence of: )



CTM GARROLL  
9a Perry Road  
London W12 9PX

**The Seller**

SIGNED by Steven Sadler )  
(Director) )  
for and on behalf of )  
MAPMECHANICS LIMITED )  
in the presence of: )



RAJ AFGHAN  
5A ALKENAL RD  
LONDON W5 4SD

