

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	DATA ACCESS		10/02/2012
	LIMITED LIABILITY COMPANY: FRANCE		
RECEIVING PARTY DATA			
Name:	APRICOT CONSUMER TECHNOLOGY		
Street Address:	Sixways Stadium, Warrior Way, Hindlip		
City:	Worcester		
State/Country:	UNITED KINGDOM		
Postal Code:	WR3 8ZE		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	4178331	APRICOT
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	julien@brand-access.com		
Correspondent Name:	DATA ACCESS		
Address Line 1:	57 rue d'Amsterdam		
Address Line 4:	Paris, FRANCE 75008		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

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NAME OF SUBMITTER:	Julien Clairet
Signature:	/julien clairet/
Date:	10/06/2012
Total Attachments: 16 source=Contract DA ACT APRICOT signed partial for USPTO#page1.tif source=Contract DA ACT APRICOT signed partial for USPTO#page2.tif source=Contract DA ACT APRICOT signed partial for USPTO#page3.tif source=Contract DA ACT APRICOT signed partial for USPTO#page4.tif source=Contract DA ACT APRICOT signed partial for USPTO#page5.tif source=Contract DA ACT APRICOT signed partial for USPTO#page6.tif source=Contract DA ACT APRICOT signed partial for USPTO#page7.tif source=Contract DA ACT APRICOT signed partial for USPTO#page8.tif source=Contract DA ACT APRICOT signed partial for USPTO#page9.tif source=Contract DA ACT APRICOT signed partial for USPTO#page10.tif source=Contract DA ACT APRICOT signed partial for USPTO#page11.tif source=Contract DA ACT APRICOT signed partial for USPTO#page12.tif source=Contract DA ACT APRICOT signed partial for USPTO#page13.tif source=Contract DA ACT APRICOT signed partial for USPTO#page14.tif source=Contract DA ACT APRICOT signed partial for USPTO#page15.tif source=Contract DA ACT APRICOT signed partial for USPTO#page16.tif	

DATED 2nd October 2012

DATA ACCESS SARL (1)

and

APRICOT CONSUMER TECHNOLOGY LTD (2)

TRADE MARK LICENCE AGREEMENT

THIS AGREEMENT is made on 2nd October 2012

BETWEEN:

- (1) DATA ACCESS S.a.r.l (Registered in France No. 481881837) whose registered office is at 57 rue d'Amsterdam, 75008 Paris, France ("Licensor"); and
- (2) APRICOT CONSUMER TECHNOLOGY LTD (Registered in England No.08232573) whose registered office is at Sixways Stadium Warrior Way Hindlip Worcester WR3 8ZE ("Licensee").

WHEREAS:

- (A) The Licensor is the owner of a number of registered trade marks in respect of APRICOT.
- (B) The Licensee wishes to obtain an exclusive licence to use the APRICOT™ trade marks in relation to any goods or services anywhere in the world.

In consideration of the mutual covenants and undertakings set out below THE PARTIES AGREE as follows:

1 Definitions

1.1 In this Agreement unless the context otherwise requires:

<u>Expression</u>	<u>Meaning</u>
"Accounting Dates"	means 31 March, 30 June, 30 September and 31 December in each Year during the term of this Agreement.
"Commencement Date"	means the 1 st January 2013 .
	"Completion Date" means the date of this Agreement
"Confidential Information"	means secret or confidential commercial, financial, marketing, technical or other information, know-how, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part(s) of this information (and "Confidential" means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available).
"Group"	means in relation to a company, that company, its subsidiaries subsidiary undertakings, any company of which it is a subsidiary (its holding company) subsidiary undertaking (its parent undertaking) and any other subsidiaries of any such holding company subsidiary undertakings of any such parent undertaking; and each company in a group is a member of the group.

Unless the context otherwise requires, the application of the definition of Group to any company at any time will apply to the company as it is at that time.

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- "holding company" and "subsidiary" mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), by way of security or in connection with the taking of security, or (b) its nominee.
- "Net Sales Turnover" means in relation to any Products sold to which the Trade Mark has been applied, the total amount invoiced by or on behalf of the Licensee to a purchaser of such products less any VAT or any other applicable sales tax or duty or any government levies payable on such products, or any applicable credit note.
- "Products" means any goods or services listed in Schedule 1 to which the Trade Mark(s) have been applied by the Licensee.
- "subsidiary undertaking" and "parent undertaking" mean a "subsidiary undertaking" and "parent undertaking" as defined in section 1162 of the Companies Act 2006.
- "Quality Requirements" means any quality requirements relating to the Licensee's use of the Trade Mark(s) as may be agreed between the parties from time to time in writing.
- "Trade Mark(s)" means the trade mark(s) set out in Schedule 2, including the listed registrations and applications and any registrations which may be granted pursuant to such applications and any registrations of any marks listed in Schedule 2 and any unregistered rights existing in the trade mark(s) anywhere in the world which may be capable of being obtained by the Licensor during the term of this Agreement and that may be notified in writing by the Licensor to the Licensee from time to time.
- "Year" means each calendar year during the term of this Agreement.

2 License

- 2.1 The Licensor grants to the Licensee an exclusive licence to use the Trade Mark(s) on or in relation to the Products, including in connection with the manufacture, promotion, distribution and sale of the Products, The Licensor undertakes not to use the Trade Mark(s), or to grant others the right to do so.

3 Use of the Trade Mark(s) by the Licensee

- 3.1 The Licensee shall have the right to use
- 3.1.1 the Trade Mark(s) in accordance with this Agreement under the following form:

The logo for 'apricot' features the word in a lowercase, sans-serif font. Above the letter 'i' in 'apricot', there is a small, stylized graphic of an apricot fruit with a stem and a leaf.

and

3.1.2 The Trade Mark word mark "apricot".

3.2 The Licensor will consider any request by the Licensee to adapt the form of Trade Mark at 3.1.1 or word mark at 3.1.2 or create alternatives thereof and in pursuance of any such requests made the Licensor shall not unreasonably withhold consent. In the event of consent being given the Licensor shall use its best endeavours to register and protect as a Trade Mark any adaptation or alternative in accordance with article 4.3 as independent Trade Marks for which licence shall be deemed to be given to the Licensee in accordance with this Licence and any subsequent registrations which the Licensor obtains in respect of the Trade Mark at 3.1.1 or word mark at 3.1.2 shall be deemed to form part of the Trade Mark(s), and shall be deemed to have been added to Schedule 2 of this Agreement.

3.3 Quality Requirements

3.3.1 The Licensor reserves the right to exercise quality control inspections of products to which the Trade Mark(s) have been applied and any associated marketing or promotional material to ensure the Licensee's use of the Trade Mark(s) complies with the Quality Requirements.

3.3.2 In the event that the Licensor, in its reasonable opinion, believes that the products or marketing materials assessed under clause 3.1.2 do not correspond to the Quality Requirements, it shall notify the Licensee immediately via a registered letter requiring acknowledgment of receipt.

3.3.3 Within thirty days of the receipt of the registered letter, the Licensee will endeavor to take measures necessary to ensure that the Quality Requirements are thereafter met.

3.4 Warranties

3.4.1 The Licensor only warrants that all the Trade Mark(s) subsist and are owned by the Licensor and that all applicable registration and renewal fees are fully and correctly paid as at the Completion date. Subject to the infringement listed at Schedule 3, the Licensor warrants that, at the signature date of this Agreement, it is not aware of any infringement or potential infringement of the Trade Mark(s) or of any claim that the Trade Mark(s) and/or their use under this Agreement or otherwise infringe the rights of any third parties.

3.4.2 The Licensor shall at its own expense take all reasonable steps to maintain any existing registrations of the Trade Mark(s) and prosecute to registration any pending applications. The Licensor shall provide to the Licensee on request copies of receipts of renewal fees.

4 Intellectual Property

- 4.1 The Licensee acknowledges that the Licensor is the owner of the Trade Mark(s) and shall not dispute or challenge the rights of the Licensor to the Trade Mark(s).
- 4.2 The Licensee undertakes not to file any trade mark comprised of or incorporating the sign APRICOT, one of its translations or transliterations anywhere in the world.
- 4.3 The parties shall consult each other on the necessity to proceed with any new trademark applications or filings in respect of the Trade Marks or word or form APRICOT, exclusively in the name of the Licensor and at its own expense. The Licensor shall use its best endeavors to apply for or file applications in any territory reasonably required by the Licensee. Any subsequent registrations which the Licensor obtains shall be deemed to form part of the Trade Mark(s), and shall be deemed to have been added to Schedule 2 of this Agreement.
- 4.4 The Licensee acknowledges that any rights it may have associated to the Trade Mark(s) derive solely from this Agreement.
- 4.5 The Licensee further undertakes that any goodwill derived from the use by the Licensee of the Trade Mark(s) shall accrue to the Licensor and that the Licensor may, at any time, call for a confirmatory assignment of that goodwill and the Licensee shall immediately execute it at the Licensor's expense.
- 4.6 Neither party shall do, or omit to do, or permit to be done, any act which will or may weaken, damage or be detrimental to the Trade Mark(s) or the reputation or goodwill associated with the Trade Mark(s) or to the goodwill of the other party, or which may invalidate or jeopardise any registrations of the Trade Mark(s).
- 4.7 For the avoidance of doubt, nothing in this Agreement shall be deemed to grant to the Licensor any right in respect of any intellectual property rights owned by the Licensee, or licensed to the Licensee by third parties including, without limitation, in respect of any Products.

5.6 Payment will be made in the following manner:

5.6.1 On each quarter date that is March, July, September, December in any Year the Licensee shall declare all Sales Turnover for the preceding quarter and the corresponding Royalty or Fee accrued due shall be paid 30 days thereafter; and

5.6.2 in each Year upon submission of audited accounts by the Licensee and the event of any adjustment made on Sales Turnover either a corresponding balancing

payment will be made by the Licensee within thirty days thereof or a credit note will be issued by the Licensor against the next quarter date following the submission of the audited accounts,

6 Accounting and Records

6.1 The royalties payable under this Agreement shall be calculated at the Accounting Dates and, without prejudice to clause 10.1.4, upon the date of expiry or termination of this Agreement, shall be paid by the Licensee in accordance with the following procedure:

6.1.1 Within 15 days of the Accounting Date or expiry or termination of this agreement (as applicable), the Licensee shall submit a report ("Royalty Report") to the Licensor setting out the Net Sales Turnover generated by the Licensee since the previous Accounting Date or, in respect of the first royalty payment, since the Commencement Date;

6.1.2 Following receipt of the Royalty Report, the Licensor shall issue an invoice in respect of the applicable royalties; and

6.1.3 The Licensee shall pay the royalties within 14 working days of receipt of the relevant invoice.

6.2 With each payment of royalties the Licensee shall deliver to the Licensor a statement in writing showing the amount of such royalties and giving all necessary particulars of how such royalties have been calculated, including the Net Sales Turnover.

6.3 The Licensee shall at all times keep or cause or procure to be kept and for at least two (2) Years retain true and particular accounts records and full supporting documentation of all Products that have been sold by or on behalf of the Licensee and the Net Sales Turnover attributable to them. Such records shall contain all data reasonably required for the computation and verification of the royalties payable under this Agreement and the Licensee shall, on seven (7) days notice, provide the Licensor or its nominated representative with copies of such records and supporting documentation.

7 Infringements

7.1 Each party shall promptly notify the other of:

- any threatened, suspected or actual infringement of the Trade Mark(s); and
- any third party allegations that any of the Trade Mark(s) are invalid or infringe any rights of any third party,

that comes to its attention and the Licensee shall not make any allegations or admissions in respect of such matters without the Licensor's prior written consent.

7.2 The parties shall decide together following mutual consultation on the appropriate course of action to take in respect of the matters set out at clause 7.1.

7.2.1 If both parties agree on acting together, the expenses and the consequences of the claim or of the lawsuit, as well as

the damages that may arise shall be shared according to the loss incurred by each individual party.

7.2.2 Should the Licensor decide to act on its own, it shall bear the costs and receive the eventual damages. In these conditions, the Licensee undertakes to lend it its full support for this action.

7.2.3 Should the Licensee decide to act on its own, it shall bear the costs and receive the eventual damages. In these conditions, the Licensor undertakes to lend it its full support for this action.

8 Duration

8.1 This Agreement shall come into force on the Completion Date and shall continue in force thereafter and from the Commencement Date for a period of ten Years ("Initial Period") unless and until terminated in accordance with clause 9.

8.2 At the end of the Initial Period, this Agreement shall automatically renew on the same terms for subsequent three Year periods, unless and until terminated by either party in accordance with clause 9.

9 Termination

9.1 In the event that either party commits a material breach of any of its obligations under this Agreement, the other party may serve upon that breaching party a written notice (which must be sent by registered mail and acknowledged), notifying the party in breach that it has breached its obligations under this Agreement and requiring the breaching party to rectify it such breach. If the party in breach fails to remedy such breach within thirty (30) days of receipt of the notice referred to above then, without prejudice to its other rights or remedies, the party not in breach may terminate this agreement immediately by giving written notice to the party in breach.

9.2 The Licensee can terminate this Agreement at any time either during the Initial Period or thereafter upon six months written notice and, provided that the Licensor has performed all of its obligations under this Agreement, the Licensee shall pay to the Licensor a sum equal to the royalties that would otherwise have been paid or payable by the Licensee under Clause 5 for the period up to and including the date of termination.

9.3 The Licensor can terminate the Agreement immediately by giving written notice to the Licensee at any time if:

9.3.1 either the Licensee chooses not to exercise the option under clause 5.4.1 and 5.5.1 above,

9.3.2 or if the Licensee meets the shortfall three consecutive Years in accordance with clause 5.5.3 above.

9.4 Without prejudice to any rights that have accrued under this Agreement, either party may terminate the Agreement immediately by giving written notice to the other if:

9.4.1 the other party fails pay any sum due within thirty (30) days of the due date for payment; or

- 9.4.2 the other party suspends payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- 9.4.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into, any compromise or arrangement with its creditors; or
- 9.4.4 the other party is subject to a petition, or a notice is given, or a resolution is passed, or an order is made, for or in connection with the winding up of the other party other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction of the other party; or
- 9.4.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given, or if an administrator is appointed over the other party; or
- 9.4.6 a floating charge holder over the assets of the other party has become entitled to appoint, or has appointed, an administrative receiver; or
- 9.4.7 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- 9.4.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- 9.4.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or
- 9.4.10 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- 9.4.11 (in the case of the Licensor), if the Licensee challenges the validity of the Trade Mark(s).

10 Consequences of Termination

- 10.1 Upon the expiry or termination of this Agreement for any reason:
 - 10.1.1 subject to clause 10.1.4 the licence granted under clause 2.1 of this Agreement shall cease and the Licensee shall not make any further use of the Trade Mark(s) save for the purpose of completing any outstanding orders for Products and for selling any Excess Products pursuant to clause 10.1.4 below.
 - 10.1.2 each party shall, as soon as is reasonably practicable, return or (at the other party's sole discretion) destroy, any of the other party's Confidential Information in its custody or control and shall if requested provide a written confirmation of such return or disposal such confirmation to be provided in writing and signed by a company director.

- 10.1.3 The Licensee shall by no later than 12 months from the date of termination assign all web based domain names bearing the Trade Mark to the Licensor and apply to change the registered name of the Licensor to exclude any use of the word 'apricot'.
- 10.1.4 the Licensee shall be entitled to complete and supply any orders for Products to which the Trade Mark(s) have been applied and that were accepted by the Licensee prior to the date of expiry or termination and to sell any such Products held in stock at the date of expiry or termination of this Agreement ("Excess Products") for a further period of four months following termination ("Sell Off Period"), provided that the Licensee shall:
- (a) pay to the Licensor royalties in respect of all Excess Products sold during the Sell Off Period in accordance with the provisions of clause 5 and 6 and subject to clauses 10.1.4 (b) and (c) below;
 - (b) within 10 days of the expiry of the Sell Off Period submit to the Licensor a statement recording the calculation of the royalties payable in respect of such Excess Products sold in the Sell Off Period in accordance with clause 6.2; and
 - (c) pay all such royalties due in respect of such Excess Products sold in the Sell Off Period to the Licensor within 30 days of the expiry of the Sell Off Period.
- 10.2 Termination of this Agreement shall be without prejudice to any rights or remedies of either party which may have accrued prior to the date of termination.
- 11 Assignment & Third Party Rights
- 11.1 Neither party shall, without the prior written consent of the other, such consent not to be unreasonably withheld assign, sub-licence, transfer, mortgage, charge, declare a trust of or deal in any other manner with any of its rights or obligations under the Agreement, save that the either party may assign its rights and obligations under this Agreement to any member of its Group.
- 11.2 The Licensor when assigning any or all of its rights under the License may disclose to a proposed assignee or transferee any information in its possession that relates to the License or its subject matter, the negotiations relating to it and the other party which it is reasonably necessary to disclose for the purposes of the proposed assignment.
- 12 General
- 12.1 Each of the parties shall, and shall use their reasonable endeavours to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as is necessary to fulfil the provisions of this Agreement in accordance with its terms.
- 12.2 The Licensee undertakes to record this Agreement at its own cost before the relevant Trade Mark Offices as soon as is reasonably practicable following the signature of this Agreement.
- 12.3 The parties undertake to sign all additional documents that could be deemed necessary to enable the Licensee to comply with clause 12.2. The costs resulting from the preparation and the signature of such additional documents shall be borne exclusively by the Licensee.

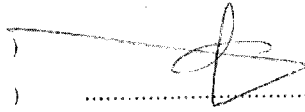
13 Applicable Law and Settlement of disputes

13.1 The License shall be governed by English Law.

13.2 Any dispute arising out between the Parties as regards to the interpretation and/or the execution of the License shall be subject to the exclusive jurisdiction of the English courts.

IN WITNESS OF THE ABOVE the parties have signed this Agreement on the date written at the head of this Agreement.

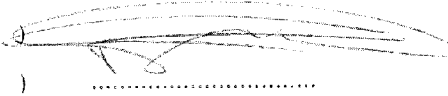
SIGNED BY JULIEN CLAIRET

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on behalf of DATA ACCESS S.a.r.l

) Director & Authorised Signatory

SIGNED BY NICHOLAS SMITH

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on behalf of

APRICOT CONSUMER TECHNOLOGY

)

LIMITED

)

Director & Authorised Signatory

Schedule 1

The Products

1 Products and services covered in European Union

Class 7 : Machine tools (with the exception of industrial manipulators (machines), lifts, elevators); motors and engines (except for land vehicles); agricultural implements other than hand-operated; generators, turbines; electric kitchen machinery, garbage disposals, universal slicing and cutting machines and apparatus, namely electrical machines and apparatus for slicing or cutting food products, fruit and vegetables, machines for processing foodstuffs, namely graters, mixers, rotary beaters, dough makers, chopping and mincing devices, grinders and separators for foodstuffs, fruit juicers, centrifugal fruit or vegetable juicers, vegetable peelers, slicers, vegetable cutters, electric knives and salad spinners; can-opening machines; laundry washing machines; spin driers; dishwashers, ironing machines, electric coffee grinders, electric kitchen machines, electric juice extractors, electric mixers, electric can openers, machines for cleaning shoes, washing apparatus, vacuum cleaners and parts of vacuum cleaner hoses, nozzles, tubes, dust bags and filters; floor and wall maintenance machines such as sanding machines, scrub machines; lawn mowers and other gardening machinery; portable electric drills for working wood and metal.

Class 9 : Scientific (other than medical) apparatus and instruments, electric apparatus, namely apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; measuring and signaling apparatus; computers, magnetic, optical, digital and electronic recording media; digital personal assistants, computer memories; printed circuits; computer peripheral devices screens, keyboards, computer mice, control consoles and levers, digital, optical and magnetic disk and diskette drives, digitizers, printers, modems, loudspeakers, headsets; telephony, fax and telecommunication apparatus; local networks, namely data processing equipment, computer software (recorded programs); electronic game consoles designed for use only with a television receiver; computer programs and software; communication devices and appliances; integrated set-top unit/receivers; television sets; player-recorders for music, images, texts, video and multimedia data; cameras, namely, photographic cameras, digital cameras, motion picture cameras, video cameras; computer software and electronic games, namely games and software held on digital disks and cartridges for computers and game consoles; games and software downloadable from a remote computer site, and on Web sites; games and software for mobile telephones; telephones, cellular telephones, telephones over the internet, and related accessories of the aforesaid goods, namely, headsets, microphones, loudspeakers, carrying cases, and belt clips; batteries; battery chargers; parts and components for all the aforesaid goods.

Class 11 : Lighting apparatus; cookers, electric appliances for cooking, namely ovens, microwave ovens, rotisseries, roasting jacks, meat grills, waffle irons, deep fat fryers, hot plates, reheaters, plate warmers, feeding bottle warmers, electric frying pans, electric boiling pots, pancake cookers, egg boilers, kettles, pressure cookers, hand-driers, refrigerators, deep freezers and freezers, coffee machines, electric coffee machines, toasters; apparatus for the preparation of yogurts and desserts, pressure cookers; parts and components for all the aforesaid goods; lighting, heating, steam generating, cooking, refrigerating and drying apparatus; refrigerators, freezers, cookers, grills, ovens, microwave ovens, air conditioning installations and apparatus, fans, hoods, hobs, water purification apparatus, electric water heaters, electric coffee machines, air purifiers, humidifiers, laundry driers, bread toasters, electric waffle irons; drying apparatus and installations, drying cabinets, apparatus for the hair, in particular hair driers (dryers); parts and components for all the aforesaid goods.

Class 35 : Subscription to a center providing access to a computer or transmission network for data, sound, pictures or moving pictures, especially via a wireless network, especially over short or long distances; telephone subscriptions, radiotelephone subscriptions; subscriptions to a radiopaging service; subscriptions to an Internet connection offer; subscriptions to a data transmission or computer network provider, especially for global communication (of the Internet type) or private or reserved access (intranet); subscriptions to electronic newspapers; subscriptions to a telecommunication service; advertising; services for distributing advertisements, publication of advertising texts, rental of advertising space, sales promotion for others, outdoor advertising; services for updating advertising literature; distribution and dissemination of advertising materials namely samples; services for organizing exhibitions, trade fairs for commercial or advertising purposes; advertising, namely preparation of media plans; product demonstration services; arranging newspaper subscriptions for others; rental of advertising time on any communication media; business management assistance services; business management and organization consultancy; management assistance services for commercial or industrial companies; services for disseminating business or advertising information by data communication means; services for disseminating business and advertising information by data communication means, especially for wireless networks over short or long distances), for global communication networks (Internet type) or private/restricted access networks (intranet type); data search in computer files for others; information collection services for third parties; public opinion surveys; dissemination of commercial and/or advertising information via telephony, radiotelephony, by television, cable or by satellite; administrative management of exhibition sites; advertising sponsorship services; retail sale of articles of telephony, telecommunications, radiotelephony namely retail sale of mobile telephones, of (multiservice) boxes, for telephones, telephone and radiotelephone apparatus and sets, radiopaging apparatus, devices to record, transmit, store, process and reproduce data, texts, sound and pictures, digital home terminals, digital home terminals for transmission, reception and decoding.

Class 38: Services for transmitting photographs, images, music, sounds via a radiocommunication network and via a local wireless network, especially over short distances; services for providing (transmitting) online photographs, images, music, sound from a computer or Internet database; providing Internet access for users; telephone and radiotelephone communications services; telephone services, telecommunication, radiocommunication and mobile radiotelephony services; facsimile transmission; services to provide access to wireless networks (over short or long distances), telephone, radiotelephone, data communication networks, global communication networks (similar to the Internet) or private or reserved access networks (similar to intranet networks), to a server center for global communication (such as the Internet) or to private or reserved access facilities (such as intranets) (computing services); satellite transmission; transmission and dissemination of texts, data, sounds, images and animated images; computer-aided transmission and broadcasting of texts, data, sounds, messages, images and animated images, especially in the context of meetings by telephone, conference calls, and videoconferences; electronic mail and messaging services; information distribution services in the field of telecommunications through electronic means, especially for global communication networks (similar to the Internet) or private or reserved access (intranet); secure transmission of data, sound or images; services for transmitting images, animated images, texts, sounds and data by download; services for the rental of telecommunications apparatus for the reproduction and processing of data sounds, images and animated images; services for the rental of apparatus for transmitting sounds, images and animated images namely telecommunications apparatus, message sending apparatus, modems, facsimile machines, telephones, radio telephones; rental of telephone and radiotelephone apparatus and stations, rental of telephone and radiotelephone receivers and transmitters; press and information agencies (news), information services in telecommunications; broadcasting of radio programs; television program broadcasting; radio broadcasts; services providing assistance in case of breakdown of a radiotelephony, telephony and telecommunication product or service,

namely loan of radiotelephony, telephony and telecommunication apparatus; downloading of music, ringtones, logos, photographs, videos, of press articles from an internet site or any other source and intended for any multimedia device and especially player-recorders for music, images, texts, video and multimedia data.

Class 42: Technical project study and technical research for computers; technical project study relating to information, communication, computer, office automation and telematic systems; consulting regarding information, communication, computer, office-automation and data communication systems namely computer consulting; computer software development, design and updating for computers, for laptop computers, for personal digital assistants (PDAs) or for telephony and telecommunications apparatus and instruments and any player-recorders for music, images, texts, video and multimedia data; recovery of computer data, all these services applied to communication sectors and especially mobile communication and by any medium, especially the Internet, telephone and portable telephone, computer and portable computer, PDA (computer), television, satellite and any player-recorders for music, images, texts, video and multimedia data.

2 Services covered in class 37 in France

Class 37: Repair, maintenance, fitting and installation of electric and electronic apparatus and instruments; repair and maintenance of electronic apparatus and their components; machinery installation, maintenance and repair; repair information; telephone installation and repair; repair and maintenance of computer hardware and all their components.

3 Products covered in the USA

Class 9: Timers; Circuit Breakers; Electric Plugs; Electric Connectors; Electrical Switches; digital signal processors; computers, magnetic, optical and digital blank memory cards; digital personal assistants, computer memories; printed circuits; screens, keyboards, computer mice, and control consoles and levers all for computer peripheral devices; digital, optical and magnetic disk and diskette drives, digitizers, printers, modems, loudspeakers, headsets for cellular or mobiles phones, headsets for use with computers, headsets for telephones; telephone and facsimile apparatus; local area networks hardware; electronic game consoles designed for use only with a television receiver; recorded computer software programs for mobile phones, namely, game software; integrated set-top unit/receivers; television sets; digital audio and video player/recorders; cameras, namely, photographic cameras, digital cameras, motion picture cameras, video cameras; electronic game software, namely, game software held on digital disks and cartridges for computers and game consoles; game software downloadable from a remote computer site and from Web sites; and game software for mobile telephones; telephones, cellular telephones, voice over internet protocol (VOIP) phone adapter, and related accessories of the aforesaid goods, namely, headsets, microphones, loudspeakers, carrying cases, and belt clips; batteries; battery chargers; parts and components for all the aforesaid goods.

4 Products excluded from the License

The Trade Marks(s) shall not be used for the following products that are excluded from the License : "software in the field of visual content recommendation and targeting, software in the field of profiling, content searching, finding, profile matching and filtering, delivering and managing content from different media sources in order to enable the creation of a personalized visual content consumption experience on relevant device including but not limited to computers, TV sets, set-top-boxes, media adapters, mobile phones and other mobile devices".

Schedule 2

The Trade Mark(s)

Registered trade marks

Country	Mark	Registered? (Y/N)	App or regn no	Date of app or regn	Classes
United Kingdom	APRICOT VX SYSTEM	Y	1300311	February 7, 1987	9
European Union	APRICOT	Y	000464784	January 27, 1997	9
European Union	apricot	Y	008281081	May 5, 2009	9
European Union	APRICOT	Y	1043849	January 20, 2010	7, 9, 11, 35, 38 and 42
France	APRICOT	Y	3390192	November 7, 2005	9, 37 and 42
France	APRICOT	Y	3666259	July 23, 2009	7, 9, 11, 35, 38 and 42
France	APRICOT	Y	3852216	August 10, 2011	7, 9 and 11
France	APRICOT	Y	3898529	February 19, 2012	7, 9, 11, 35 and 38
United States	APRICOT	Y	4178331	October 6, 2011	9

Schedule 3

At the signature date of this Agreement, the parties are informed of the following use by the Indian company Apricot Infosolutions Private Ltd (10, Shourie Complex, J.P.Road, Andheri (West), Mumbai - 400058 - www.apricotglobal.com) of the Apricot Trademark in India where the Licensor has neither exploited nor protected the Trade Mark(s):

