

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOMESERVE PLC		06/01/2016	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ASKDAD LIMITED		
Street Address:	24 ST JOHN STREET		
City:	LONDON		
State/Country:	ENGLAND		
Postal Code:	ECM1 4AY		
Entity Type:	Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86742073	DAD	
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:	8605279211		
Email:	alixyaleristas@gmail.com		
Correspondent Name:	NANCY KENNEDY		
Address Line 1:	750 MAIN ST		
Address Line 2:	ALIX, YALE & RISTAS, LLP		
Address Line 4:	HARTFORD, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	HLBBA/T09/35/US		
DOMESTIC REPRESENTATIVE			
Name:	NANCY KENNEDY		
Address Line 1:	750 MAIN ST		
Address Line 2:	ALIX, YALE & RISTAS, LLP		
Address Line 4:	HARTFORD, CONNECTICUT 06103		
NAME OF SUBMITTER:	NANCY KENNEDY		
SIGNATURE:	/NANCY KENNEDY/		

CH \$40.00 86742073

DATE SIGNED:

11/07/2016

Total Attachments: 16

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DATED

01 JUNE

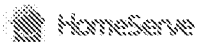
2016

(1) ASKDAD LIMITED

AND

(2) HOMESERVE PLC

Deed of Assignment of Intellectual Property Rights



Group Legal

Cable Drive

Walsall

WS2 7BN

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THIS DEED is dated

01 JUNE

2016

PARTIES

- (1) **HOMESERVE PLC** incorporated and registered in England and Wales with company number 02648297 whose registered office is at Cable Drive, Walsall, West Midlands WS2 7BN (the "Assignor") and
- (2) **ASKDAD LIMITED** incorporated and registered in England and Wales with company number 09649546 whose registered office is at 24 St John Street, London EC1M 4AY (the "Assignee").

BACKGROUND

- (A) The Assignor owns the intellectual property rights in the Assigned Rights (as defined below).
- (B) The Assignor hereby agrees to assign to the Assignee the intellectual property rights in the Assigned Rights (which, for the avoidance of doubt shall include any rights it owns pursuant to the terms of the contracts of employment between the Assignor and Benjamin John Wynn dated 1st March 2015 and between the Assignor and Michael Davison dated 4th September 2015) on the terms set out in this assignment.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Assigned Rights: all the Intellectual Property Rights in the Materials.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

DAD Proposal: means the proposal to create a digital-age solution to home repair and maintenance. The Proposal includes all software development for the DAD app, all marketing and brand development for the DAD brand and shall include all work done under the two previous project names of 'Uber for Plumbers' and 'TopPlumber'.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other

intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world in connection with the DAD Proposal.

Materials: the materials described in Schedule 1.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

VATA 1994: the Value Added Tax Act 1994.

- 1.2 Clauses, Schedules and paragraph headings shall not affect the interpretation of this deed.
- 1.3 The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedule.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes e-mail.
- 1.12 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.

- 1.13 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. ASSIGNMENT

In consideration of the sum of £1.00 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its rights, title and interest in and to the Assigned Rights, including:

- (a) all goodwill attaching to any trade marks and in respect of the business relating to the goods or services for which any trade marks are (or are to be) used;
- (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 arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this assignment;
- (c) any rights it acquired pursuant to a contract of employment made between the Assignor and Michael Davison dated 4th September 2015 and
- (d) any rights it acquired pursuant to a contract of employment made between the Assignor and Benjamin John Wynn dated 1st March 2015.

3. VAT

- 3.1 All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.
- 3.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.

3.3 If the Assignee fails to comply with its obligation under this clause 3 it shall additionally pay all interest and penalties which thereby arise to the Assignor.

4. WARRANTIES

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- (b) it has not licensed or assigned any of the Assigned Rights;
- (c) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (d) it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- (e) as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there is nothing that might prevent any application to register any of the Assigned Rights (where appropriate) proceeding to grant;
- (f) as far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party;
- (g) the Materials constitute original work and have not been copied wholly or substantially from any other source.

5. INDEMNITY

5.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

- (a) any breach of the warranties contained in clause 4; and/or
- (b) the enforcement of this deed.

5.2 At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

5.3 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

5.4 Nothing in this clause shall restrict or limit the Assignee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

6. FURTHER ASSURANCE

Each party 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 reasonably be required for the purpose of giving full effect to this deed.

7. WAIVER

No failure or delay by a party to exercise any right or remedy provided 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.

8. ENTIRE AGREEMENT

8.1 This deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this deed. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this deed.

9. VARIATION

No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. SEVERANCE

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

10.2 If any provision or part-provision of this deed is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11. COUNTERPARTS

11.1 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.

11.2 Transmission of the executed signature page of a counterpart of this deed by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

11.3 No counterpart shall be effective until each party has executed at least one counterpart.

12. NOTICES

12.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent to the party at the email address given in clause 12.3 below or as otherwise notified in writing to the other party.

12.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) if sent by email, at 9.00 am on the next Business Day after transmission.

12.3 The parties' addresses for notices are as follows:

- (a) Assignee: 24 St John Street, London EC1M 4AY (marked for the attention of Ben Wynn) email address: legal@dad.co
- (b) Assignor: Cable Drive, Walsall, West Midlands WS2 7BN (marked for the attention of Group Legal Dept and a copy to the Company Secretary), email address: hgb.grouplegalteam@homeserve.com with a copy to rupinder.phull@homeserve.com

12.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. GOVERNING LAW

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

14. JURISDICTION

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

This contract has been entered into on the date stated at the beginning of it.

Schedule 1 Materials

Registered Trade Mark

Country/ region: **European Community**

Mark: **DAD**

Application or
Registration number: **No 14400105**

Registration date: **30 November 2015**

Classes: **35, 36 and 37**

Specification of goods
or services:

Direct mail advertising; compilation of mailing lists; preparation of direct mail advertisements; collation of direct mail; purchasing services; marketing services; marketing by mail; inserting printed matter into envelopes; addressing envelopes; (compilation of mailing lists); preparation of direct mail (advertisements); reproduction services (documents-); administration services; provision of business information and the management and recruitment of staff to work in customer service centres; operation of telephone call centres relating to the appointment of tradesman or craftsman to undertake repairs, maintenance, improvements or emergency jobs in, on or around the home; business management assistance; procurement of services for others in respect of employed and sub-contracted repairers, engineers, glaziers, plumbers, technicians and other tradesmen and craftsmen; information, advisory and consultancy services relating to all of the aforesaid services; booking agency services for homeowners to locate a tradesman or craftsman to undertake repairs, maintenance, improvements or emergency jobs in, on or around the home; billing services.

Insurance services; insurance brokerage; insurance intermediary services; insurance for maintenance and repair services; electrical emergency breakdown and other emergency breakdown insurance; pest infestation insurance services; contamination insurance services; household insurance services; garden insurance

services; insurance of personal property and possessions; insurance services relating to telephone wiring, sockets and Internet connections; insurance services relating to electrical wiring and cabling (including utility power supply lines), water and fuel supply pipework, drainage pipework and sewerage; arranging of home and property insurance; arranging of maintenance and breakdown insurance; guarantee insurance; administration of insurance claims; administration of insurance plans; **debt recovery services**; bill payment services; bill pre-payment services; budget payment services; budget account services; collection of payments; warranty services; financial services; payment administration; rental of office space.

Plumbing and heating installation, maintenance and repair services (none being flood reparation services); electrical emergency and breakdown services for electrical installation, maintenance and repair services; property repair services (not being flood reparation services); fire restoration services for properties and buildings; installation, maintenance, cleaning and repair of water supply, waste water, effluent, drainage and sewer installations and apparatus; repair of gas supply systems; pest control services for buildings and homes; locksmithing and lock repair services; glazing; roofing services; damp repair services (not being flood reparation services); painting and interior/exterior decorating services; plastering services; tiling services; carpentry services; services for the maintenance, repair and erection of fencing; clearing of tree roots; highway drainage services; construction of drainage works; cleaning of drainage systems; mapping, tracing and maintenance of drainage systems; installation of pumping systems and water pressure management systems; pump refurbishment services; pipeline laying and replacement services; water extraction services; drilling of wells; advisory services, provision of information and preparation of reports, all relating to the aforesaid services; cleaning, repair and renovation services, all for fabrics, textiles, furnishings, floor coverings and leather; installation, maintenance and repair services relating to utilities and household appliances and installations; plumbing services, electrical services, namely electrical emergency and breakdown services; installation, servicing, maintenance and repair of central heating apparatus; installation of doors and of replacement windows; installation, maintenance and repair of TV aerials and satellite dishes; repair services carried out on, or in relation to, articles, appliances and structures installed, operating or otherwise located in, or otherwise at, the

site of domestic and other buildings; all the aforesaid services included in class 37; computer repair services; repair or maintenance of computers; maintenance and repair of domestic computer networks; maintenance and repair of computer peripherals; computer hardware and telecommunications apparatus installation, maintenance and repair; installation and repair of telecommunications networks.

Registered Trade Mark Applications

Country/ region: **USA**

Mark: **DAD**

Application or
Registration number: **No 86/742,073**

Filing or
registration date: **21 July 2015**

Classes: **35, 36 and 37**

Specification of goods
or services: Direct mail advertising; compilation of mailing lists; preparation of direct mail advertisements; collation of direct mail; purchasing services; marketing services; marketing by mail; inserting printed matter into envelopes; addressing envelopes; (compilation of mailing lists); preparation of direct mail (advertisements); reproduction services (documents-); administration services; provision of business information and the management and recruitment of staff to work in customer service centres; operation of telephone call centres relating to the appointment of tradesman or craftsman to undertake repairs, maintenance, improvements or emergency jobs in, on or around the home; business management assistance; procurement of services for others in respect of employed and sub-contracted repairers, engineers, glaziers, plumbers, technicians and other tradesmen and craftsmen; information, advisory and consultancy services relating to all of the aforesaid services; booking agency services for homeowners to locate a tradesman or craftsman to undertake repairs, maintenance, improvements or emergency jobs in, on or around the home; billing services.

Insurance services; insurance brokerage; insurance intermediary services; insurance for maintenance and repair services; electrical emergency breakdown and other emergency breakdown insurance; pest infestation insurance services; contamination insurance services; household insurance services; garden insurance services; insurance of personal property and possessions; insurance services relating to telephone wiring, sockets and Internet connections; insurance services relating to electrical wiring and cabling (including utility power supply lines), water and fuel supply pipework, drainage pipework and sewerage; arranging of home and property insurance; arranging of maintenance and breakdown insurance; guarantee insurance; administration of insurance claims; administration of insurance plans; **debt recovery services**; bill payment services; bill pre-payment services; budget payment services; budget account services; collection of payments; warranty services; financial services; payment administration; rental of office space.

Plumbing and heating installation, maintenance and repair services (none being flood reparation services); electrical emergency and breakdown services for electrical installation, maintenance and repair services; property repair services (not being flood reparation services); fire restoration services for properties and buildings; installation, maintenance, cleaning and repair of water supply, waste water, effluent, drainage and sewer installations and apparatus; repair of gas supply systems; pest control services for buildings and homes; locksmithing and lock repair services; glazing; roofing services; damp repair services (not being flood reparation services); painting and interior/exterior decorating services; plastering services; tiling services; carpentry services; services for the maintenance, repair and erection of fencing; clearing of tree roots; highway drainage services; construction of drainage works; cleaning of drainage systems; mapping, tracing and maintenance of drainage systems; installation of pumping systems and water pressure management systems; pump refurbishment services; pipeline laying and replacement services; water extraction services; drilling of wells; advisory services, provision of information and preparation of reports, all relating to the aforesaid services; cleaning, repair and renovation services, all for fabrics, textiles, furnishings, floor coverings and leather; installation, maintenance and repair services relating to utilities and household appliances and installations; plumbing services, electrical services, namely electrical emergency and breakdown services; installation, servicing,

maintenance and repair of central heating apparatus; installation of doors and of replacement windows; installation, maintenance and repair of TV aerials and satellite dishes; repair services carried out on, or in relation to, articles, appliances and structures installed, operating or otherwise located in, or otherwise at, the site of domestic and other buildings; all the aforesaid services included in class 37; computer repair services; repair or maintenance of computers; maintenance and repair of domestic computer networks; maintenance and repair of computer peripherals; computer hardware and telecommunications apparatus installation, maintenance and repair; installation and repair of telecommunications networks.

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

Executed as a deed by HOMESERVE PLC)
acting by a director in the presence of:)

Signature of Witness:)

Name of Witness:)

Address:

Occupation:

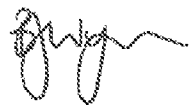
Executed as a deed by ASKDAD LIMITED)
acting by a director in the presence of:)

Signature of Witness: )

Name of Witness: *Szem Roberts*)

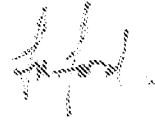
Address: *46 Steadman Court*
165 Old Street
EC 1V 1ND)

Occupation: *Accountant, FCA*)



EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

Executed as a deed by HOMESERVE PLC)
acting by a director in the presence of:)



Signature of Witness: *Karen Walker*)

Name of Witness: *KAREN WALKER*)

Address: *CABLE DRIVE
WALSALL
WS2 7BN*

Occupation: *P.A.*

Executed as a deed by ASKDAD LIMITED)
acting by a director in the presence of:)

Signature of Witness:)

Name of Witness:)

Address:

Occupation: