

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Herconel Limited		04/13/2016	Company: MALTA
RECEIVING PARTY DATA			
Name:	Mercuri Urval KMR AB		
Street Address:	World Trade Center		
Internal Address:	Klarabergsviadukten 70		
City:	Stockholm		
State/Country:	SWEDEN		
Postal Code:	111 64		
Entity Type:	Company: SWEDEN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3856798	MERCURI URVAL	
Registration Number:	2205933	MERCURI URVAL	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<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:	(414)271-2400		
Email:	ipdocketing@foley.com, sfelde@foley.com		
Correspondent Name:	Richard J. McKenna		
Address Line 1:	3000 K Street, N.W. Suite 600		
Address Line 2:	Foley & Lardner LLP		
Address Line 4:	Washington, D.C. 20007-5109		
DOMESTIC REPRESENTATIVE			
Name:	Richard J. McKenna		
Address Line 1:	777 E. Wisconsin Avenue		
Address Line 2:	Foley & Lardner LLP		
Address Line 4:	Milwaukee, WISCONSIN 53202-5306		
NAME OF SUBMITTER:	Richard J. McKenna		

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SIGNATURE:	/R.J. McKenna/
DATE SIGNED:	01/26/2017
Total Attachments: 8 source=Herconel Limited Deed of assignment#page1.tif source=Herconel Limited Deed of assignment#page2.tif source=Herconel Limited Deed of assignment#page3.tif source=Herconel Limited Deed of assignment#page4.tif source=Herconel Limited Deed of assignment#page5.tif source=Herconel Limited Deed of assignment#page6.tif source=Herconel Limited Deed of assignment#page7.tif source=Herconel Limited Deed of assignment#page8.tif	

□
Dated 12 April 2016

(1) Herconel Limited

(2) Mercuri Urval KMR AB

Deed of Assignment

Kopia överensstämmer med originalet



Contents

1. Interpretation 3
2. Assignment 4
3. General 5
4. Proper law and jurisdiction 6

Appendix 1

Appendix 2

Between:

- (1) **Herconel Limited** a company incorporated in Malta with registered No. C 40279, whose registered office is at Tower Business Centre, 2nd floor, Triqit-Torri, Swatar Birkirkara BKR 4013, Malta (HL); and
- (2) **Mercuri Urval KMR AB**, a company incorporated in Sweden with registered No. 556141-6057, whose registered office is at World Trade Center, Klarabergsviadukten 70, 111 64 Stockholm (MU KMR AB).

Whereas:

- (A) HL is the legal and beneficial owner of and is exclusively entitled to use and license the use of any and all of the intellectual property rights relating to a business and people assessment and development program ("**System**") which has been commercially exploited in a business (the "**Business**") operated on an international basis under the trade name "**Mercuri Urval**" ("**Trade Name**"), including the trademarks and logos used in the Business ("**Trade Marks**") and all rights relating to the various patterns and layouts, models, procedures and manuals used in the Business ("**Documentation**") and the confidential information and other know how contained in the Documents or otherwise used in relation to the Business ("**Know How**"), the copyright in the Documentation ("**Copyright**") and all other rights relating to the Business.
- (B) Appendix 1 to this Deed sets out the current details of registrations or applications for registration of the Trade Name and Trade Marks.
- (C) HL has agreed to assign to MU KMR AB, with effect from January 1st, 2016 all its rights and interest in respect of the System, the Documentation and the Know How, and all Intellectual Property Rights therein (including the Copyright) and the Trade Name and the Trade Marks and the goodwill of the Business on the Terms set out in this Deed.
- (D) HL has with effect from January 1st, 2016 agreed to assign to MU KMR AB all its rights and interest in the licence agreements which HL has entered into with the companies mentioned in Appendix 2 to this Deed. No other licence agreements are in place.

Now this deed witnesses as follows:

1. Interpretation

1.1 In this Deed:

- 1.1.1 "**Intellectual Property Rights**" means any copyright, patent, design, database right, domain name or other intellectual property rights subsisting in any part of the world; any applications for any of the foregoing, all rights and remedies available under any applicable law part of the world in respect of

confidential information or trade secrets, and any rights in respect of passing off, unfair competition or similar right of action;

1.1.2 "Trade Marks" means all registered or unregistered trade or service marks used in relation to the Business in any part of the world at any time up to the date of this Deed, including without limitation the trade mark registrations and applications for trade mark registration set out in the Schedule and any registrations obtained pursuant to such applications;

1.1.3 words denoting the singular include the plural and vice versa, words denoting one gender include any other, and words denoting persons include firms, corporations or other legal entities; and

1.1.4 a reference to a clause, sub-clause or schedule is a reference to the specified clause or sub-clause of or schedule to this Deed.

1.2 The headings in this Deed are for convenience only and do not affect its interpretation.

2. Assignment

2.1 For the consideration set out in clause 2.2.1 and subject to the following provisions HL assigns to MU KMR AB absolutely and with effect from January 1st, 2016 all the property, right, title and interest which HL has or may have in relation to;

2.1.1 the System, the Documentation and the Know How, and all Intellectual Property Rights therein (including the Copyright);

2.1.2 the Trade Name and the Trade Marks and the goodwill of the Business;

2.2 The assignment under clause 2.1 is made by HL:

2.2.1 in consideration of the sum of EUR 7,000,000 (Seven million Euro), which shall be payable as provided in clause 2.3;

2.2.2 with full title guarantee;

2.2.3 subject to and with the benefit of the terms of the License Agreements, but otherwise free from all liens, licences, charges and encumbrances; and

2.2.4 together with the rights of HL to sue for infringement of or passing off (or any similar action) in relation to the Trade Name, any of the Trade Marks or the Copyright or other Intellectual Property Rights in respect of the System, the Documentation and the Know How which have accrued before the date of this Deed.

2.3 The consideration specified in clause 2.2.1 (the "Purchase Price") shall be paid in accordance with the terms and conditions as follows:

Before 2016-12-31	3,000,000 EUR
Before 2017-12-31	2,000,000 EUR
Before 2018-12-31	2,000,000 EUR

2.4 HL shall at the request and expense of MU KMR AB do all acts and execute all documents necessary for vesting in MU KMR AB (or as it may direct) absolutely the full property, right, title and interest in and to the Trade Name, the Trade Marks and the Copyright or other Intellectual Property Rights in respect of the System, the Documentation and the Know How and all other rights referred to in clauses 2.1 and 2.2.

2.5 Without limiting the general scope of clauses 2.1 – 2.4 HL shall:

2.5.1 on the execution of this Deed deliver to MU KMR AB all certificates and other papers in its possession or control relating to the Trade Marks, together with any form required to register the assignment under clause 2.1 in respect of the Trade Marks, duly signed on behalf of HL;

2.5.2 at the request and expense of MU KMR AB execute all documents, forms and authorisations and depose to or swear any declaration or oath which may be required by the Registrar of Trade Marks (or the equivalent in any foreign jurisdiction);

2.5.3 at the request and expense of MU KMR AB give MU KMR AB all such other assistance as MU KMR AB may reasonable require for registering this Deed and for vesting in MU KMR AB (or as it may direct) absolutely the full property, right, title and interest in and to the Trade Marks, and in the meantime shall hold the Trade Marks for the benefit of MU KMR AB; and

2.5.4 inform the companies mentioned in Appendix 2 that HL's rights and obligations under the current licence agreements have been transferred to MU KMR AB.

3. General

3.1 MU KMR AB shall pay or reimburse to in full to HL all costs and expenses incurred at any time after the date of this Deed in connection with the registration of this Deed.

3.2 MU KMR AB shall be responsible for payment of all stamp duty, value added tax or similar taxes payable in connection with the execution, completion and implementation of this Deed.

3.4 MU KMR AB declares that it has received full information regarding HL's current licence agreements with the companies mentioned in Appendix 2.

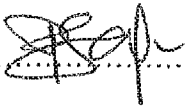
4. Proper law and jurisdiction

4.1 This Deed shall be governed by Swedish law.

4.2 The parties agree to submit to the non-exclusive jurisdiction of the Swedish courts.

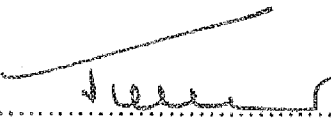
Executed as a deed by
Herconel Limited

Authorised Signatory


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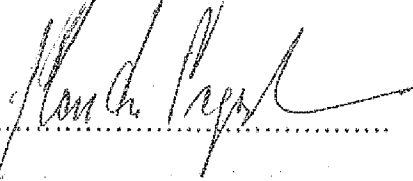
13 April 2016.

Authorised Signatory


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Executed as a deed by
Mercuri Urval KMR AB

Authorised Signatory


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APPENDIX 1
TRADE MARKS

Cur.ref.	Country	Trademark	Appl. No.	Filing date	Rec. No.	Sec. Data	Renewal due date	Classes	Applicant
V 09-0908	EU	3D	002679368	2009-04-28	008567988	2009-12-01	2019-04-29	35, 41, 44	HEROCORNEL LIMITED
V 09-0911	EU	ABCO	004685016	2008-01-11	504846979	2009-04-28	2018-03-11	35, 41, 44	HEROCORNEL LIMITED
V 09-0981	EU	BUSINESS360	008283069	2009-04-28	008283069	2012-11-18	2019-04-29	35, 41, 44	HEROCORNEL LIMITED
V 09-0462	EU	FASTSTART	008283109	2009-04-28	008283109	2018-11-25	2019-04-29	35, 41, 44	HEROCORNEL LIMITED
V 09-0900	EU	1-SMOK	004847018	2008-01-11	004847018	2007-03-30	2022-01-11	35, 41, 44	HEROCORNEL LIMITED
V 09-1727	Australia	MERCURI URVAL (tecknare)	1078071	2005-05-28	1078071	2006-11-20	2026-06-28	35	HEROCORNEL LIMITED
V 09-1728	Brazil	MERCURI URVAL (tecknare)	827804741	2005-05-28	827804741	2009-03-14	2019-03-14	35	HEROCORNEL LIMITED
V 09-1724	China	MERCURI URVAL (tecknare)	4977825	2005-11-02	4977825	2014-04-16	2025-09-27	35	HEROCORNEL LIMITED
V 09-1725	EU	MERCURI URVAL (tecknare)	004685703	2005-09-27	004685703	2007-03-17	2025-11-10	35	HEROCORNEL LIMITED
V 09-1729	India	MERCURI URVAL (tecknare)	4366020	2005-11-10	4366020	2006-08-28	2016-08-28	35, 42	HEROCORNEL LIMITED
V 09-1730	Norway	MERCURI URVAL (tecknare)	20010135	2005-09-28	20010135	2007-02-27	2025-09-28	35	HEROCORNEL LIMITED
V 09-1733	Russia	MERCURI URVAL (tecknare)	2005724696	2005-09-28	2005724696	2007-02-27	2022-02-22	45	HEROCORNEL LIMITED
V 09-104-35	Singapore	MERCURI URVAL (tecknare)	102119936	2005-02-22	102119936	2009-01-24	2024-10-05	35	HEROCORNEL LIMITED
V 09-108-48	Singapore	MERCURI URVAL (tecknare)	102119936	2005-02-22	102119936	2009-01-24	2024-10-05	35	HEROCORNEL LIMITED
V 09-1736	USA	MERCURI URVAL (tecknare)	578272019	2005-09-28	578272019	2009-01-24	2024-10-05	35	HEROCORNEL LIMITED
V 09-1731	USA	MERCURI URVAL (tecknare)	797745218	2005-11-02	797745218	2009-01-24	2024-10-05	35	HEROCORNEL LIMITED
V 09-1215	Brazil	Mercuri Urval (tecknare)	623365538	2009-11-07	623365538	1994-06-16	2024-06-16	35, 42	HEROCORNEL LIMITED
V 09-1113	Greek Britain	Mercuri Urval (tecknare)	1565222	1994-06-16	1565222	2001-03-08	2030-11-02	35, 42	HEROCORNEL LIMITED
V 09-1248	International	Mercuri Urval (tecknare)	1565222	1994-06-16	1565222	2001-03-08	2030-11-02	35, 42	HEROCORNEL LIMITED
V 09-1249	International	Mercuri Urval (tecknare)	1565222	1994-06-16	1565222	2001-03-08	2030-11-02	35, 42	HEROCORNEL LIMITED
V 09-1112	Registration	Mercuri Urval (tecknare)	1565222	1994-06-16	1565222	2001-03-08	2030-11-02	35, 42	HEROCORNEL LIMITED
V 09-1248	Estonia, Latvia, Lithuania	Mercuri Urval (tecknare)	1565222	1994-06-16	1565222	2001-03-08	2030-11-02	35, 42	HEROCORNEL LIMITED
V 09-308	Poland	Mercuri Urval (tecknare)	2203710	1999-06-23	1999-06-23	1999-06-23	2019-06-23	35, 44	HEROCORNEL LIMITED
V 09-1286	Spain	Mercuri Urval (tecknare)	1.835.868	1991-05-16	1.835.868	1991-05-16	2021-05-16	35	HEROCORNEL LIMITED
V 09-312	Spain	Mercuri Urval (tecknare)	1.835.868	1991-05-16	1.835.868	1991-05-16	2021-05-16	35	HEROCORNEL LIMITED
V 09-307	Sweden	Mercuri Urval (tecknare)	10930371	1991-05-03	2309891	1992-08-28	2022-08-28	35, 42	HEROCORNEL LIMITED
V 09-332	USA	Mercuri Urval (tecknare)	746103071	1994-11-25	22055083	1996-11-24	2019-11-24	35, 42	HEROCORNEL LIMITED
V 09-144	EU	MERCURI URVAL EXECUTIVE (tecknare)	002570367	2002-02-14	002570367	2004-02-25	2023-02-14	35	HEROCORNEL LIMITED
V 09-0463	EU	MMUNE	006465139	2009-04-29	006465139	2009-01-25	2019-04-29	35, 41, 44	HEROCORNEL LIMITED
V 09-0464	EU	RIGHTS-APE	006295195	2009-04-29	006295195	2009-11-25	2019-04-29	35, 41, 44	HEROCORNEL LIMITED
V 09-0465	EU	RSP	009059221	2009-04-29	009059221	2009-11-25	2019-04-29	35, 41, 44	HEROCORNEL LIMITED
V 09-0466	EU	SMARTER	006295236	2009-04-29	006295236	2009-11-25	2019-04-29	35, 41, 44	HEROCORNEL LIMITED

APPENDIX 2

Licence agreements with the following companies.

Mercuri Urval GmbH, Austria

Mercuri Urval Consultants Belgium NV, Belgium

Mercuri Urval LTDA, Brasil

Mercuri Urval (Shanghai) Enterprise Management Consultants Co Limited, China

Mercuri Urval A/S, Denmark

Mercuri Urval Consultants Eesti Osauhing, Estonia

Oy MU-Consultants Ab, Finland

Mercuri Urval SAS, France

Mercuri Urval GmbH, Germany

Mercuri Urval Business Consulting PVT Limited, India

Mercuri Urval SRL, Italy

Mercuri Urval BV, the Netherlands

Mercuri Urval AS, Norway

Mercuri Urval Polska Sp.z.o.o., Poland

Mercuri Urval SA, Portugal

Mercuri Urval South East Asia PTE Limited, Singapore

Mercuri Urval SAU, Spain

Mercuri Urval AB, Sweden

Mercuri Urval AG, Switzerland

Mercuri Urval Limited, UK

Mercuri Urval Inc, USA

Kopia överensstämmer med originalet

A handwritten signature in black ink, appearing to read 'Roland Jön', is written over a faint, circular official stamp or seal.