

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564077

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900534220		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vineup Limited		07/31/2019	Corporation: ENGLAND
Vineup UK Limited		07/31/2019	Corporation: ENGLAND
RECEIVING PARTY DATA			
Name:	Headhunter Systems Limited		
Street Address:	40 Anmersh House, Anmersh Grove		
City:	Stanmore		
State/Country:	ENGLAND		
Postal Code:	HA7 1PA		
Entity Type:	Corporation: ENGLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4982826	VINEUP	
Serial Number:	87849247	AMBASSADOR	
CORRESPONDENCE DATA			
Fax Number:	4048708176		
<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:	8572873150		
Email:	suzanne.skinner@wbd-us.com		
Correspondent Name:	Sarah Keefe		
Address Line 1:	P.O. Box 7037		
Address Line 4:	ATLANTA, GEORGIA 30357-0037		
ATTORNEY DOCKET NUMBER:	W100357 0032US		
NAME OF SUBMITTER:	Sarah Keefe		
SIGNATURE:	/Sarah Keefe/		
DATE SIGNED:	02/27/2020		
Total Attachments: 12			
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DATED

July 31, 2019

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

Vineup Limited and Vineup UK Limited

and

Headhunter Systems Limited



First Floor
The Edge
Clowes Street
Manchester M3 5NA
DX 14321 Manchester 1
Tel: 0161 832 2500
Ref: D88

THIS DEED is dated

2019

Parties

- (1) **VINEUP LIMITED** a private company incorporated and registered in England and Wales with company number 07978295 whose registered office is 40 Anmersh House, Anmersh Grove, Stanmore HA7 1PA and **VINEUP UK LIMITED** a private company incorporated and registered in England and Wales with company number 07978295 whose registered office is 40 Anmersh House, Anmersh Grove, Stanmore HA7 1PA (each an Assignor and together the Assignors)
- (2) **HEADHUNTER SYSTEMS LIMITED** a private company incorporated and registered in England and Wales with company number 07059614 whose registered office is at 40 Anmersh House, Anmersh Grove, Stanmore HA7 1PA (Assignee)

Background

- (A) The Assignors own the Assigned Rights (as defined below).
- (B) By the Main Agreement (as defined below) the Assignors have agreed to assign to the Assignee the Assigned Rights on the terms set out in this agreement.

Agreed terms

1. Interpretation

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

1.1 Definitions:

Assigned Rights: all Intellectual Property Rights whatsoever held by either Assignor as at the date hereof, including but not limited to all the Intellectual Property Rights in and to any and all software (applications, tools) and technology forming part of the Business or used in relation thereto (as this term is defined in the Main Agreement), whether owned by or licensed to either Assignor as well as all the Trade Marks and Domain Names set out in Schedule 1 together with all other Intellectual Property Rights whatsoever held by either Assignor as at the date hereof.

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

Domain Names: the domain names as set out in Part 3 of Schedule 1.

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.

Main Agreement: an asset purchase agreement dated the date hereof between the Assignors and the Assignee.

Trade Marks: the registered trade marks details of which are set out in Part 1 of Schedule 1 and the unregistered trade marks and trade names details of which are set out in Part 2 of Schedule 1.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 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 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references 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 fax and email.
- 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.

2. Assignment

Pursuant to and for the consideration set out in the Main Agreement, the Assignors hereby assign to the Assignee absolutely with full title guarantee all their right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
- (b) all goodwill attaching to the Trade Marks and to that part of the Assignors' business that relates to the goods or services for which the Trade Marks are registered or used; and
- (c) 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 agreement.

3. VAT

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 Assignors, 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 Assignors shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. Warranties

The Assignors jointly and severally warrant to the Assignee that that:

- (a) an Assignor is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- (b) for each of the registrations listed in Part 1 of Schedule 1, an Assignor is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- (c) neither Assignor has licensed or assigned any of the Assigned Rights;
- (d) the Assigned Rights are free from any security interest, option, mortgage, charge or lien or any other limitation or restriction;
- (e) neither Assignor is aware of any infringement of any of the Assigned Rights;
- (f) as far as the Assignors are 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.

5. Further assurance

- 5.1 The Assignors shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.
- 5.2 Each Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use that Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement.
- 5.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignors' obligations under this agreement and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Assignors remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignors, save with the consent of the Assignee.
- 5.4 Without prejudice to clause 5.2, the Assignee may, in any way it thinks fit and in the name and on behalf of either Assignor:
- (a) take any action that this agreement requires that Assignor to take;
 - (b) exercise any rights which this agreement gives to that Assignor; and
 - (c) appoint one or more persons to act as substitute attorney(s) for that Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.
- 5.5 Each Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

6. Waiver

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

7. Entire agreement

- 7.1 This agreement 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.

7.2 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 agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

8. Variation

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

9. Severance

9.1 If any provision or part-provision of this agreement 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 agreement.

9.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement 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.

10. Counterparts

10.1 This agreement 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 agreement.

10.2 No counterpart shall be effective until each party has executed [and delivered] at least one counterpart.

11. Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

12. Notices

12.1 Any notice or other communication given to a party under or in connection with this agreement 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 by fax to its main fax number; or
- (c) sent by email to an address notified by any party in writing.

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; and
- (c) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.3 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 agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation 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 (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Assigned Rights

Part 1 Registered trade marks

Country/ territory	Mark	Registration number	Owner
United Kingdom	"VineUp"	UK00002612923	Vineup Limited
United Kingdom	"Ambassador"	UK00003299560	Vineup Limited
United States	"VineUp"	86788839	Vineup Limited
United States	"Ambassador"	87849247	Vineup Limited

Part 2 Unregistered trade marks

- The "VineUp" logo.

Part 3 Domain Names

- Mentoringapp.com
- Mentoringapps.com
- Nacdpc.com
- Ofape.com
- Sharedvacancies.com
- Studentdebtlottery.co.uk
- Studentdebtlottery.com
- Studentdebtlottery.org
- Theglasgownetwork.co.uk
- Vineup.app
- Vineup.co
- Vineup.com
- Vineup.info
- Vineup.me
- Vineup.net
- Vineup.org
- Vineup.us
- Vineup.co.uk

- Vineup.eu
- Ambassador.io
- Refer.education
- Alumnirefer.co.uk
- Alumnirefer.com
- Studentreferralprogram.com
- Volunteer.education

EXECUTED as a Deed by)
VINEUP LIMITED acting by a)
director in the presence of:)


Director

Witness Signature

Name

N. Weitzner

Address

NIU WEITZNER

Occupation

34 Jerusalem Rd. Raanana, Israel
Clerk

EXECUTED as a Deed by)
VINEUP UK LIMITED acting)
by a director in the presence)
of:)


Director

Witness Signature

Name

N. Weitzner


Address

NIU WEITZNER

Occupation

34 Jerusalem Rd. Raanana, Israel
Clerk

EXECUTED as a Deed by)
HEADHUNTER SYSTEMS)
LIMITED acting by a director)
in the presence of:)


Director

Witness Signature

Name

N. Weitzner

Address

NIU WEITZNER

Occupation

34 Jerusalem Rd. Raanana, Israel
Clerk