

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM586007

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Raindrop Information Systems International Ltd.		07/29/2014	Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TNL Technology Holdings CV		
<b>Street Address:</b>	55 Market Street #15-01		
<b>City:</b>	Singapore		
<b>State/Country:</b>	SINGAPORE		
<b>Postal Code:</b>	048941		
<b>Entity Type:</b>	Limited Partnership: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2481483	MANHATTAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155760300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4155760200		
<b>Email:</b>	vcordial@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Margaret C. McHugh		
<b>Address Line 1:</b>	Kilpatrick Townsend & Stockton LLP		
<b>Address Line 2:</b>	Two Embarcadero Center, Suite 1900		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Vivian Cordial		
<b>SIGNATURE:</b>	/Vivian Cordial/		
<b>DATE SIGNED:</b>	07/10/2020		
<b>Total Attachments: 5</b>			
source=Manhattan TM Asg - Raindrop &#8594; TNL Technology#page1.tif			
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OP \$40.00 2481483



## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 29, 2014 ("Effective Date"), by and between Raindrop Information Systems International Ltd., a company organized under the laws of England and Wales ("Assignor"), and TNL Technology Holdings CV, a limited partnership organized under the laws of the Netherlands ("Assignee").

WHEREAS, the Assignor and the Assignee are parties to that certain Share Purchase Agreement, dated as of July 29, 2014 (the "Purchase Agreement"), pursuant to which the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to all of the Trademarks, together with the goodwill associated with and symbolized by them, as set forth in the Purchase Agreement, including, without limitation, those Trademarks listed in Schedule I hereto (all such Trademarks referred to collectively as the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor agrees to and hereby assigns, transfers, conveys and delivers to the Assignee and its successors and assigns as of the Effective Date, and the Assignee hereby accepts from the Assignor, any and all rights, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill and rights associated with or generated by use of the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Obligations. Assignor hereby agrees and covenants, as promptly and quickly as reasonable after the Effective Date, to permanently cease, terminate, and refrain at any time from adopting, using, utilizing, displaying, applying for the registration of, and/or registering, whether directly or indirectly, in any way anywhere in the world (i) any of the Assigned Trademarks, and (ii) any name, mark, trademark, service mark, domain name, e-mail or website address, trade dress, or other source identifier of any kind containing, consisting of or comprising any of the Assigned Trademarks or any letters, text, or symbols that correspond or are similar, phonetically, visually or otherwise, to any of the Assigned Trademarks.

3. Non-Assignment of RAINDROP MANHATTAN Trademark and Registration. Assignor acknowledges that, in addition to the Assigned Trademarks, Assignor owns all right, title and interest in and to the trademark RAINDROP MANHATTAN as set forth in Australian Reg. No. 669679 (the "Non-Assigned Mark"). Assignor agrees and covenants, as promptly and quickly as reasonable after the Effective Date to permanently cease, terminate, and refrain at any time from adopting, using, utilizing, displaying, applying for registration of and/or registering anywhere in the world the Non-Assigned Mark in its entirety. Assignor further agrees and covenants not to renew or reconfirm Australian Trade Mark Reg. No. 669679 for the Non-Assigned Mark, nor to assign or transfer any rights in such trademark or said registration to any other party and to allow said registration to lapse upon its next renewal date. Assignee acknowledges that Assignor shall have continuing exclusive rights to the name, trademark and service mark (and related indicia) comprised of or containing RAINDROP (but not MANHATTAN) after the Effective Date.

4. Further Assurances. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

5. Miscellaneous. Capitalized terms used without definitions in this Assignment will have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Assignment will be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment will, or will be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment will not waive any of its rights under such terms or provisions. This Assignment will bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

*[Signature page follows]*


IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their respective duly authorized officers effective as of the date first set forth above.

"Assignor"

"Assignee"

RAINDROP INFORMATION SYSTEMS  
INTERNATIONAL LTD., a company organized  
under the laws of England and Wales

TNL TECHNOLOGY HOLDINGS CV, a limited  
partnership organized under the laws of the  
Netherlands

By:   
Name: Steve Vafidis  
Title: Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their respective duly authorized officers effective as of the date first set forth above.

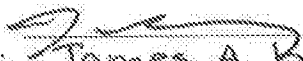
"Assignor"

"Assignee"

RAINDROP INFORMATION SYSTEMS  
INTERNATIONAL LTD., a company organized  
under the laws of England and Wales

TNL TECHNOLOGY HOLDINGS CV, a limited  
partnership organized under the laws of the  
Netherlands


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: James A. Kinland  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**SCHEDULE I**

Assigned Trademarks

Country	Mark	Owner	Appln. Date	Regn. Date	Registration No.	Classes	Status
United Kingdom	OBS	Raindrop Information Systems International Limited	31/10/1994	08/03/1996	2000208	09	Registered: Renewal Due 31.10.2014
United Kingdom		Raindrop Information Systems International Limited	01/12/1994	21/03/1997	2003728	09	Registered: Renewal Due 1.12.2014
United States of America	MANHATTAN	Raindrop Information Systems International Limited	14/09/1999	28/08/2001	2481483	09	Registered: Renewal Due 28.8.2021