

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM709746

<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>
SIA COMMUNICATION S.A.R.L.		06/22/2021	société à responsabilité limitée (sarl): LUXEMBOURG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PATHFINDER EXECUTION LIMITED		
<b>Street Address:</b>	Ferry House		
<b>Internal Address:</b>	48 Mount Street Lower		
<b>City:</b>	Dublin		
<b>State/Country:</b>	IRELAND		
<b>Postal Code:</b>	D02 PT98		
<b>Entity Type:</b>	private company limited by shares: IRELAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4552939	SIA PARTNERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8028627512		
<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>	802-863-2375		
<b>Email:</b>	tmip@drm.com		
<b>Correspondent Name:</b>	Peter Kunin		
<b>Address Line 1:</b>	Downs Rachlin Martin PLLC		
<b>Address Line 2:</b>	199 Main Street, PO Box 190		
<b>Address Line 4:</b>	Burlington, VERMONT 05402-0190		
<b>ATTORNEY DOCKET NUMBER:</b>	17522006UST1		
<b>NAME OF SUBMITTER:</b>	Peter Kunin		
<b>SIGNATURE:</b>	/peter kunin/		
<b>DATE SIGNED:</b>	02/22/2022		
<b>Total Attachments: 10</b>			
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**TRADEMARKS ASSIGNMENT AGREEMENT**

**SIA COMMUNICATION S.À.R.L.**

**-and-**

**PATHFINDER EXECUTION LIMITED**

**DATED**

**22th June 2021**

*Dublin*  
South Bank House  
Barrow Street  
Dublin 4, Ireland  
DX11 Dublin  
t +353 1 814 5000  
f +353 1 814 5601  
e mail@mhc.ie

**TRADEMARK**  
**REEL: 007640 FRAME: 0325**

THIS AGREEMENT is made on

2021 (the "Effective Date")

**PARTIES:**

- (1) **SIA COMMUNICATION S.À.R.L.** a company incorporated under the laws of Luxembourg and registered under number B174062 of 7 rue Robert Stumper, L 2557 Luxembourg, Luxembourg (the "Assignor"); and
- (2) **PATHFINDER EXECUTION LIMITED (trading as Sia Partners Ireland)** a company incorporated under the laws of Ireland and registered under number 428486 of Ferry House, 48 Mount Street Lower, Dublin, D02 PT98 Ireland (the "Assignee")

**INTRODUCTION**

The Assignor is the registered owner of each of the trademarks details of which are set out and further described in Schedule 1 (hereinafter referred to as "Trademarks").

The Assignor wishes to assign to the Assignee, who accepts, the ownership of the Trademarks under the terms and conditions set forth below.

**THE PARTIES AGREE** as follows:

**1. DEFINITIONS**

1.1. In this Agreement the following terms shall have the meanings set out below:

"Trademarks" means the issued trademarks details of which are set out and further described in Schedule 1 and all application(s) claiming the priority thereof, including without limitation all extensions and all rights in, arising out of, or associated with any of the foregoing anywhere in the world.

**1.2. INTERPRETATION**

In this Agreement, unless the context otherwise requires:

- a. any reference to a recital, clause or schedule is to the relevant recital, clause or schedule of or to this Agreement;
- b. the clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- c. use of the singular includes the plural and vice versa;
- d. use of any gender includes the other genders;
- e. any reference to "persons" includes individuals, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality); and
- f. any reference in this Agreement to any statute, statutory provision, subordinate legislation, code or guideline ("legislation") shall be construed as referring to such legislation as the same may from time to time be amended, modified, extended, varied, superseded, replaced, substituted or consolidated; and

g. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any references to this Agreement include the Schedules.

## **2. ASSIGNMENT**

2.1. In consideration of the sum of [REDACTED] (as set out in Clause 4 below) now paid by the Assignee to the Assignor (the receipt and sufficiency of which the Assignor now acknowledges) and for other good and valuable consideration, the Assignor now assigns and transfers ownership and control to the Assignee absolutely free from encumbrances, charges, liens or any other adverse right or interest:

2.1.1. all right, title and interest in relation to the Trademarks including all statutory and common law rights and goodwill attaching to such;

2.1.2. the right to sue for damages and other remedies in respect of any past infringements and to retain any damages obtained as a result of such action to the Assignee;

2.1.3. all rights and benefits relating to the above including without limitation any right to claim priority from any of the above; and

2.1.4. any intellectual property rights that will be created by or vest in the Assignor in relation to the Trademarks, to the extent permitted by applicable law.

## **3. UNDERTAKING**

3.1. The Assignor undertakes to provide within a reasonable timeframe to the Assignee all documentation relating to title to the Trademarks including but not limited to original certificates of registration or, where applicable, such documentation that will come into the possession or control of the Assignor relating to the Trademarks after the Effective Date until the change of ownership is recorded before the competent offices.

3.2. To the extent that the Assignor cannot assign any intellectual property rights in the Trademarks to the Assignee, it is agreed that any such right (including, where applicable, any moral right, such as a right of paternity or integrity) shall be waived and shall not be exercised against the Assignee or its successors in title.

3.3. The Assignee shall fully take the place of the Assignor with regard to all of the Assignor's rights in the Trademarks, and will therefore be entitled to take or continue in its name and at its expense, both in demand and in defense, all the claims, proceedings or litigations relating to the Trademarks for facts prior to or subsequent to the Effective Date.

3.4. The Assignee will pay, as from the Effective Date, any and all renewal or extension fees relating to the Trademarks.

## **4. PRICES, PAYMENT AND TAXES**

4.1. As per clause 2 above, in consideration of the assigned Trademarks from the

Assignor to the Assignee, the Assignee will pay to the Assignor the amount of [REDACTED], excluding the applicable value added tax, to be paid upon the execution date of the Agreement.

- 4.2. Any applicable fee for registering the change of the ownership of the Trademarks respectively before the competent offices shall be paid by the Assignee.
- 4.3. Any and all other costs, charges or taxes relating to the assignment that are directly applicable to a party will be borne by that party.

## 5. WARRANTY

5.1. The Assignor represents and warrants that:

- 5.1.1. it is the legal and beneficial owner of the Trademarks and it is entitled to enter into this Agreement;
- 5.1.2. it has not licensed or otherwise granted any rights to the Trademarks to any third party and such Trademarks are free from encumbrances, charges, liens or any other adverse right or interest; and
- 5.1.3. the filing taxes of the Trademarks have been duly paid to the competent offices; and
- 5.1.4. to the best of the knowledge and belief of the Assignor, there is no litigation or other dispute or claim from third parties arising from or relating to the Trademarks on the Effective Date; and
- 5.1.5. it will not engage in any action that will be of detriment to the validity of the Trademarks, after the Effective Date.

5.2. The Assignee represents and warrants that:

- 5.2.1. it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder; and
- 5.2.2. it has received all information and all other elements from the Assignor that are required for or relevant to the assignment of the Trademarks, prior to entering into this Agreement; and
- 5.2.3. it is fully informed on the availability and the validity of the Trademarks at the date of the signature of this Agreement. The Assignee undertakes not to claim any financial compensation or other consideration from the Assignor in the event the Trademarks are declared invalid or the ownership rights of the Trademarks lapse following a definitive judicial decision.

5.3. Except as provided above, each party does not make any other warranties of any kind, whether express or implied, whether in contract, tort (including liability for negligence) or otherwise.

## **6. FURTHER ASSURANCE**

- 6.1. The Assignor shall, at no additional charge, as required or deemed appropriate by the Assignee and at the cost and expense of the Assignee, now or at any time in the future, promptly execute all such documents and do all such other acts or things as may be necessary or desirable to give full effect to this Agreement and secure to the Assignee the full benefit of this Agreement. The Assignor irrevocably appoints the Assignee to be its attorney to act in its name and on its behalf to execute and do any such instruments and things and generally to use its name for the purpose of giving to the Assignee (or its nominee) the full benefit of this Agreement.
- 6.2. The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trademarks to the Assignee:
- 6.2.1. ensure that copies of all correspondence that it (directly or via its agents) receives (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee;
  - 6.2.2. promptly notify the Assignee of all official actions issued by any relevant trademark office or authority and comply with the reasonable instructions of the Assignee with regard to dealing with such actions;
  - 6.2.3. provide the Assignee with all information, including the proof of use of the Trademarks, and other assistance reasonably required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings arising out of the use of the Trademarks prior to the Effective Date.
- 6.3. Further to the undertaking contained in clause 6.1 above, the Assignor shall deliver to the Assignee as soon as practicable after the date of this Agreement all agreements, documents of title and certificates which are in the Assignor's possession relating to the Trademarks. At the Assignee's request the Assignor shall request and provide to the Assignee any files and records relating to the Trademarks from its agents (if any).

## **7. SEVERANCE**

If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

## **8. COUNTERPARTS**

- 8.1 The parties may execute and witness this Agreement in any number of counterparts, including electronic counterparts. Each counterpart constitutes an original executed counterpart and all counterparts together constitute one document. This Agreement is not effective until each party has executed at least one counterpart.
- 8.2 Each party may execute and witness this Agreement by any form of electronic signature. An electronic signature is conclusive evidence of a party's intention to be bound by this Agreement and has the same legal validity and enforceability as a wet ink signature for all purposes. If a party stores a duly executed copy of the Agreement in an electronic format that maintains its integrity and allows unchanged reproduction

of the stored information, this constitutes an original of this Agreement and may be relied on as evidence of this Agreement.

**9. 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**10. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties with respect to its subject matter. Each of the parties confirms that it has not relied upon any representations not recorded in this document inducing it to enter into this Agreement. No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of each of the parties on or after the date of this Agreement.

**11. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with Irish law, to the exclusion of its conflicts of law provisions and the parties irrevocably submit to the exclusive jurisdiction of the Irish courts in relation to all matters arising out of or in connection with this Agreement.

**12. PUBLICITY**

All powers are given to the holder of an original copy of the Agreement to proceed to its registration before the competent offices.

**13. CONTRACTUAL LANGUAGE**

This Agreement is written in English. In the event that the Agreement is translated into one or more languages, only the English version will prevail in the event of conflict between the translated version and the English version.



## Trademarks

- An Irish word trade mark "SIA PARTNERS" registered under number 263893 on 21/07/2020 for designating certain goods and services designated in classes 9, 35, 41 and 42 of the Nice classification;
- An Irish figurative trade mark "SIA PARTNERS" registered under number 263895 on 21/07/2020 for designating certain goods and services designated in classes 9, 35, 41 and 42 of the Nice classification;
- A Canadian figurative trademark "Sia partners" registered under number TMA921160 on 24/11/2015 for designating certain services designated in class 35 of the Nice classification;
- A Singaporean figurative trademark "Sia partners" registered under number T1401580H on 04/02/2014 for designating certain services designated in class 35 of the Nice classification;
- A US figurative trademark "Sia partners" registered under number 4552939 on 17/06/2014 for designating certain services designated in class 35 of the Nice classification.
- A Benelux word trademark " SIA PARTNERS" registered under number 1425757 on 12/01/2021 for designating certain goods and services designated in classes 9, 35, 41 and 42 of the Nice classification.
- A Hong Kong word trademark "SIA PARTNERS" filed under number 305571306 on 23/03/2021 for designating certain goods and services designated in classes 9, 35, 41 and 42 of the Nice classification.
- A Panama word trademark "SIA PARTNERS" filed under number 287285-01 on 24/03/2021 for designating certain goods and services designated in classes 9, 35, 41 and 42 of the Nice classification.
- A Qataris word trademark "SIA PARTNERS" filed under number 146120 on 23/03/2021 for designating certain goods designated in class 9 of the Nice classification.
- A Qataris word trademark "SIA PARTNERS" filed under number 146121 on 23/03/2021 for designating certain services designated in class 35 of the Nice classification.
- A Qataris word trademark "SIA PARTNERS" filed under number 146122 on 23/03/2021 for designating certain services designated in class 41 of the Nice classification.
- A Qataris word trademark "SIA PARTNERS" filed under number 146123 on 23/03/2021 for designating certain services designated in class 42 of the Nice classification.
- A Qataris word trademark "SIA PARTNERS" filed under number 146120 on 23/03/2021 for designating certain goods and services designated in classes 9, 35, 41 and 42 of the Nice classification.
- An Emirati word trademark "SIA PARTNERS" filed under number 347532 on 23/03/2021 for designating certain goods designated in class 9 of the Nice classification.
- An Emirati word trademark "SIA PARTNERS" filed under number 347533 on 23/03/2021 for designating certain services designated in class 35 of the Nice classification.

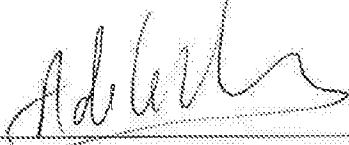
- An Emirati word trademark "SIA PARTNERS" filed under number 347535 on 23/03/2021 for designating certain services designated in class 41 of the Nice classification.
- An Emirati word trademark "SIA PARTNERS" filed under number 347537 on 23/03/2021 for designating certain services designated in class 42 of the Nice classification.
- An international word trademark "SIA PARTNERS" filed under the provisional number 1425757 on 24/03/2021 for designating certain goods and services designated in classes 9, 35, 41 and 42 of the Nice classification and designating Australia, Canada, Switzerland, China, Egypt, European Union, United Kingdom, India, Japan, Morocco, Mexico, Norway, Oman, Singapore, Tunisia, and United States of America.
- 4 Saudian word trademarks "SIA PARTNERS" to be filed for designating certain goods and services in classes 9, 35, 41 and 42 of the Nice classification.

**IN WITNESS** whereof this Agreement has been executed as an agreement by the parties

hereto on the date stated at the beginning of this Agreement.

GIVEN under the common seal of  
**SIA COMMUNICATION S.À.R.L.**  
and delivered as a Agreement

{COMMON SEAL}



Witness signature

Arabelle de LA BROISE

Print name

Print address

Witness occupation



Witness signature

David MARTINEAU

Print name

Print address

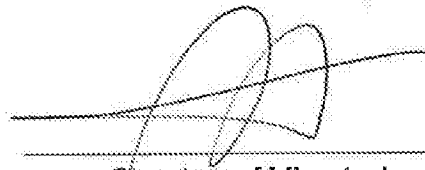
Witness occupation



Signature of [director/registered person]

Mathieu COURTEVILLE

Print name



Signature of [director/secretary]

THOMAS BOCAFULL

Print name



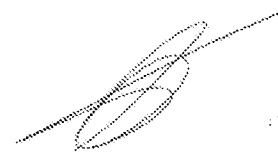
François Cottong



Arnaud Brion



Constance Collette



Rémy Cornet

GIVEN under the common seal of  
**PATHFINDER EXECUTION LIMITED**  
(trading as SIA PARTNERS  
IRELAND)  
and delivered as an Agreement


{COMMON SEAL}

  
Witness signature


Niall Cunneen  
Print name  
63 Windsor Drive, Monkstown,  
A94 X5T1  
Print address  
Management Consultant  
Witness occupation

  
Signature of [director/registered  
person]

Gary O'Sullivan  
Print name

  
Witness signature

Niall Cunneen  
Print name  
63 Windsor Drive, Monkstown,  
A94 X5T1  
Print address  
Management Consultant  
Witness occupation

  
Signature of [director/secretary]

Mike McKay  
Print name