

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869541

<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>
Frank Recruitment Group Services Limited		01/18/2024	limited company (Ltd.): UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	REBURA LTD		
<b>Street Address:</b>	The St. Nicholas Building, St. Nicholas Street		
<b>City:</b>	Newcastle Upon Tyne, Tyne and Wear		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	NE1 1RF		
<b>Entity Type:</b>	limited company (Ltd.): UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6556241	REBURA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2155695767		
<b>Email:</b>	perry@blankrome.com		
<b>Correspondent Name:</b>	David M. Perry (KH 15166-00114)		
<b>Address Line 1:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	151666-00114		
<b>NAME OF SUBMITTER:</b>	David M. Perry		
<b>SIGNATURE:</b>	/David M. Perry/		
<b>DATE SIGNED:</b>	01/19/2024		
<b>Total Attachments: 9</b>			
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## DEED OF ASSIGNMENT

THIS ASSIGNMENT DEED is made on the 18th day of JANUARY 2024

### BETWEEN:

- (1) **FRANK RECRUITMENT GROUP SERVICES LIMITED**, a company registered in England and Wales with number 08142375 whose registered office is The St Nicholas Building, St Nicholas Street, Newcastle Upon Tyne, Tyne and Wear, NE1 1RF (“**Frank**”);
- (2) **FRANK RECRUITMENT GROUP LIMITED** a company registered in England and Wales with number 08473608 whose registered office is The St Nicholas Building, St Nicholas Street, Newcastle Upon Tyne, Tyne and Wear, NE1 1RF (“**Seller**”); and
- (3) **REBURA LTD**, a company registered in England and Wales with number 10364558 whose registered office is The St. Nicholas Building, St. Nicholas Street, Newcastle Upon Tyne, Tyne and Wear, NE1 1RF (“**Rebura**”).

### INTRODUCTION

The Seller has entered into the SPA with the **Purchaser**, by which the Purchaser will acquire all shares in the **Company**, which is Rebura’s holding company, and under the SPA the Seller on behalf of itself and Frank agreed to enter into this Assignment Deed with Rebura.

THE PARTIES AGREE as follows:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1. In this Assignment Deed:

“**Affiliate**” means, with respect to any person, any other person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such person. References to the Seller’s Affiliates exclude the Company and Rebura. A person shall be deemed to “**control**” another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person, whether through the ownership of voting securities, by contract or otherwise; and the term “**controlled**” shall have a similar meaning;

“**Assigned Rights**” means the Trade Mark, the Registrations, the Goodwill and the Business Intellectual Property Rights;

“**Business**” has the meaning given to it in the SPA;

“**Business Intellectual Property Rights**” means all Intellectual Property Rights which before Completion were owned, generated, used or held for use by Frank or the Seller or their Affiliates, or by the Company or its Affiliates, anywhere in the world, exclusively for the benefit of, or exclusively in connection with, the Business, other than the Trade Mark and the Registrations;

“**Company**” means Rebura Holdings Ltd;

“**Completion**” has the meaning given to it in the SPA;

“**Confidential Information**” means any and all confidential information (whether in oral, written or electronic form) including technical, operational, financial, marketing or other business information including information relating to the technology, know-how, intellectual property, assets, strategy, business plans, products, services, suppliers, customers, members of staff and management of a business;

“**Goodwill**” means the goodwill, custom and connections of the Business including without limitation in relation to the Trade Mark together with the exclusive right to carry on and represent oneself as carrying on the Business;

“**HSBC**” means HSBC Bank USA National Association;

“**Intellectual Property Rights**” means all intellectual and industrial property rights, including copyright, patents, utility models, designs including design rights, rights in Confidential Information, Know-How, trade secrets, trade marks, trading names, the right to sue for passing off, the get-up of products or services, database rights, semiconductor topography rights, mask works, domain names, rights in computer software in all cases whether or not registered or capable of registration and including registrations and pending applications to register any of these rights and the right to apply for any such right and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing anywhere in the world;

“**Know-How**” means all know-how, technical information, documentation, knowledge, expertise, inventions, discoveries, improvements, processes, formulae, techniques, specifications, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or not or in any other forms and whether confidential or not);

“**Purchaser**” means Westcon Group European Operations Limited;

“**Registrations**” means the registered trade marks listed in the Schedule;

“**SPA**” means the sale and purchase agreement executed by the Seller and the Purchaser on or around the date of this Assignment Deed relating to the acquisition of the entire share capital of the Company;

“**Target Group**” has the meaning given to it in the SPA;

“**Trade Mark**” means “REBURA” and any rights anywhere in the world in the mark (whether or not registered and including registrations and pending applications) as used by Frank or the Seller and their Affiliates or by the Company or any of its Affiliates in relation to the Business prior to the date of this Assignment Deed;

“**Transaction Document**” has the meaning given to it in the SPA;

“**US Trade Mark**” means United States trade registration number 6556241 (“REBURA”); and

“**USPTO**” means the United States Patent and Trademark Office.

1.2. The headings in this Assignment Deed do not affect its interpretation.

1.3. In this Assignment Deed:

- 1.3.1. any words following the terms “including”, “include”, “in particular”, “for example” or any similar expressions shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Where the context permits, “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them;
- 1.3.2. a statutory provision (except where stated otherwise) includes a reference to the statutory provision as modified or re-enacted or both from time to time before the date of this Assignment and any subordinate legislation made under the statutory provision (as so modified or re-enacted) before the date of this Assignment;
- 1.3.3. any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term and to any English statute shall be construed so as to include equivalent or analogous laws of any other jurisdiction;
- 1.3.4. a reference to this Assignment Deed includes its schedules, appendices and annexes (if any);
- 1.3.5. a reference to a ‘party’ includes that party’s personal representatives, successors and permitted assigns;
- 1.3.6. a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
- 1.3.7. a reference to a gender includes each other gender;
- 1.3.8. words in the singular include the plural and vice versa;
- 1.3.9. the table of contents, background section and any clause, schedule or other headings in this Assignment Deed are included for convenience only and shall have no effect on the interpretation of this Assignment Deed; and
- 1.3.10. a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.

## 2. ASSIGNMENT

- 2.1. Frank and Seller hereby assign to Rebura, absolutely, with full title guarantee, all their rights, title and interest in:
  - 2.1.1. the Assigned Rights and the exclusive right to exploit the Assigned Rights, for the full term of such rights;
  - 2.1.2. all legal rights and immunities (howsoever derived) attaching to the Assigned Rights;
  - 2.1.3. the right to claim priority from any of the Assigned Rights; and
  - 2.1.4. the right to sue for and recover damages and other remedies in respect of any past, present or future infringement, violation or unauthorised use of the Assigned Rights by third parties.

- 2.2. The assignments under this clause are intended to and shall include the assignment of the benefit of all third party obligations, duties or undertakings owed to Frank or the Seller anywhere in the world in relation to the Assigned Rights.

### **3. GOODWILL, PROTECTION AND RIGHT TO USE AND PROTECT**

- 3.1. The Seller and Frank acknowledge that the Trade Mark and the Registrations were always held by Frank for the benefit of the Target Group, and any legal right or interest in any goodwill arising from any use made by Frank or by the Seller to date of the Trade Mark and the Registrations has always inured for the benefit of the Target Group.
- 3.2. The Seller and Frank each hereby disclaim any right, entitlement or ability whatsoever to use, maintain or exploit any rights in or ability to use the Assigned Rights anywhere in the world except as set out in the SPA or any other Transaction Document.
- 3.3. Rebura shall have the exclusive right to seek, apply for, prosecute and maintain any present or future registrations or applications to register Intellectual Property Rights anywhere in the world and in official registry office in relation to the Assigned Rights.

### **4. FURTHER ASSURANCE AND RECORDALS**

- 4.1. Frank or the Seller shall on request by Rebura do and execute each act, document and thing within its power which are reasonably necessary in order to fully vest the rights assigned under clause 2 and to record such assignment in any relevant registry, including executing confirmatory assignments in such form as may be required to transfer the Assigned Rights to Rebura's name.
- 4.2. To the extent that such applications have not been made at Completion, within 7 business days (and in the case of the US Trade Mark, within 14 days) of the date of this Assignment Deed Frank shall make an application with the relevant trade mark office to record the transfer of each of the Registrations to Rebura, and the Seller or Frank shall deliver evidence of such applications to Rebura.
- 4.3. Frank and Rebura acknowledge that, as at the date of this Assignment Deed, a security interest in favour of HSBC is recorded against the US Trade Mark. Without derogation from any provision of this Assignment Deed, the Seller and Frank undertake (i) within 7 days from the date of this Assignment Deed to secure the release of the security interest held by HSBC against the US Trade Mark, and the release of all other security interests held by HSBC or any third parties against any of the Assigned Rights (if any) (whether such security interests are registered or not), in each case, to the extent such security interests are not automatically released on the date of this Assignment Deed; (ii) within 10 days from the date of this Assignment Deed, to ensure that a security release agreement executed by HSBC and Frank is filed with the USPTO with respect to the security interest recorded in the name of HSBC in relation to the US Trade Mark, and to deliver evidence of such filing (including copies of all executed documents) to Rebura; and (iii) until such time that the US Trade Mark is registered in the name of Rebura free of any third party rights, at their reasonable cost, to furnish Rebura upon request with all information, assistance, documents and evidence (including by way of affidavits and other formal declarations) as necessary to establish that Rebura acquired the full legal and beneficial title to the US Trade Mark free from any third party rights.

## 5. POWER OF ATTORNEY

- 5.1. Frank and the Seller hereby grant Rebura a power of attorney to do on their behalf all acts and things and to execute all documents, deeds and forms necessary in order to give full effect to this Assignment. Such power of attorney shall be irrevocable for as long as any of Frank's or Seller's obligations under this Assignment Deed remain to be discharged.

## 6. COUNTERPARTS

- 6.1. This Assignment Deed may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

## 7. VARIATION

- 7.1. No variation of this Assignment Deed shall be valid or effective unless it is in writing, refers to this Assignment Deed and is duly signed or executed by, or on behalf of, each party.
- 7.2. This Assignment Deed does not waive vary or release any provision of the SPA and the Seller acknowledges that all the terms of such Agreement remain valid and in full effect and shall so remain after execution of this Assignment Deed.

## 8. SEVERANCE

If any provision of this Assignment Deed (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Assignment Deed shall not be affected.

## 9. WAIVER

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Assignment Deed shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Assignment Deed shall prevent any future exercise of it or the exercise of any other right, power or remedy.

## 10. NOTICES

- 10.1. Notices under this Assignment Deed shall be in writing and sent to a party's registered office as set out on the first page of this Assignment Deed, or shall be sent by email to an email address notified by the relevant party to the other party for such purpose.
- 10.2. Notices may be given, and shall be deemed received:
- 10.2.1. by first-class post: two Business Days after posting;
  - 10.2.2. by airmail: seven Business Days after posting;
  - 10.2.3. by hand: on delivery; and
  - 10.2.4. by email, at the time of transmission.
- 10.3. The email addresses for the delivery of notices are:

**Frank:** l.miller@tenthrevolution.com, with a copy (which shall not constitute notice) to toby.parkinson@kirkland.com.

**Seller:** l.miller@tenthrevolution.com, with a copy (which shall not constitute notice) to toby.parkinson@kirkland.com.

**Rebura:** Callum.Mcgregor@westcon.com, with a copy (which shall not constitute notice) to francis.kate@dorsey.com and Moscona.ron@dorsey.com.

## **11. GOVERNING LAW AND JURISDICTION**

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



**SCHEDULE****Registrations**

Trade mark	Country	Registration No.	Filing and Registration date	Registered Owner	Goods/services class
REBURA	United Kingdom	UK00918242182	Filed on 20 May 2020; entered into register on 3 September 2020	Frank Recruitment Group Services Limited	42
REBURA	United States	6556241	Filed on 12 June 2020; entered into register on 9 November 2021	Frank Recruitment Group Services Limited	42
REBURA	European Union	018242182	Filed on 20 May 2020; entered into register 3 September 2020	Frank Recruitment Group Services Limited	42
REBURA	Switzerland	799454	Filed on 25 February 2023; entered into register on 27 June 2023	Frank Recruitment Group Services Limited	42

AS WITNESS this Deed has been executed by the parties and is intended to be and is hereby delivered on the date first above written.

**SIGNED as a DEED and DELIVERED by** )  
**FRANK RECRUITMENT SERVICES** )  
**LIMITED acting by Lewis Miller as a director,** )

DocuSigned by:  
*Lewis Miller*  
.....40F97093B201405.....

Officer (full title): Chief Financial Officer

in the presence of:

Witness Signature .....  
DocuSigned by:  
*Lisa Powell*  
.....677F134C301E4A5.....

Witness Name ... Lisa Powell .....

Witness Address ... 53 Templeton Avenue .....

..... Chingford, London, E4 6SS .....

Witness Occupation ... Executive Assistant .....

**SIGNED as a DEED and DELIVERED by** )  
**FRANK RECRUITMENT GROUP LIMITED** )  
**acting by Lewis Miller as a director,** )

DocuSigned by:  
*Lewis Miller*  
.....40F97093B201405.....

Officer (full title): Chief Financial Officer

in the presence of:

Witness Signature .....  
DocuSigned by:  
*Lisa Powell*  
.....677F134C301E4A5.....

Witness Name ... Lisa Powell .....

Witness Address ... 53 Templeton Avenue .....

..... Chingford, London, E4 6SS .....

Witness Occupation ... Executive Assistant .....

SIGNED as a DEED and DELIVERED by )  
REBURA LTD acting Lewis Miller as a director, )  
)

DocuSigned by:  
*Lewis Miller*  
.....  
40F97093B201405...

Officer (full title): Chief Financial Officer

in the presence of:

DocuSigned by:  
*Lisa Powell*  
Witness Signature .....  
677F134C301E4A5...

Witness Name Lisa Powell .....

Witness Address...53 Templeton Avenue.....

..... Chingford, London, E4 6SS .....

Witness Occupation Executive Assistant .....