

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Barclays Bank Plc		06/07/2011	Public Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	A&A Time Traders Limited t/a Time Traders		
<b>Street Address:</b>	126 Greencroft Gardens		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	NW6 3PJ		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77961111	TIME TRADERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)575-0671		
<b>Phone:</b>	212-790-9200		
<b>Email:</b>	trademark@cfl.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Bailla H. Celedonia		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			

OP \$40.00 77961111

**900203035**

**TRADEMARK  
 REEL: 004630 FRAME: 0611**

Address Line 4:

NAME OF SUBMITTER:

Baila H. Celedonia

Signature:

/Baila H. Celedonia/

Date:

09/26/2011

Total Attachments: 6

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**BARCLAYS BANK PLC**

**AND**

**A&A TIME TRADERS LIMITED T/A TIME TRADERS**

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**TRADE MARK AND DOMAIN NAME ASSIGNMENT  
AGREEMENT**

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THIS AGREEMENT is made on the 7 day of ~~May~~<sup>JUNE</sup> 2011

**BETWEEN:**

- (1) **BARCLAYS BANK PLC**, a company incorporated in England and Wales (registered no. 01026167), whose registered office is at 1 Churchill Place, London E14 5HP (the "Assignor");
- (2) **A&A TIME TRADERS LIMITED t/a TIME TRADERS** a company incorporated under the laws of England and Wales (registered no 7566941) whose registered office is at 126 Greencroft Gardens, London, NW6 3PJ (the "Assignee")]

**WHEREAS:**

The Assignor applied to register the trade marks and the domain names set out in the schedule to this Agreement in anticipation of the formation of the Assignee and it was at all material times intended that the said trade marks and domain names, along with any associated goodwill, would be beneficially and, in due course, legally held by the Assignee.

**THE PARTIES AGREE** as follows:

1. **DEFINITIONS**

1.1 In this Agreement:

"Trade Marks" means, together, the UK and CTM registered trade marks and the pending US trade mark application, listed in part A of the schedule to this Agreement; and

"Domain Names" means the domain name registrations set out in part B of the schedule to this Agreement.

2. **ASSIGNMENT**

For the consideration of £1 (one pound Sterling) (the receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns and transfers to the Assignee absolutely with full title guarantee:

- 2.1 all of the rights, title and interest in the Trade Marks and Domain Names and all legal rights and immunities (howsoever derived) attaching thereto, free from all liens, charges or encumbrances;
- 2.2 the exclusive right to sue for and to recover damages and all other remedies in respect of any infringement of the Trade Marks which may have occurred before the date of this Agreement and to retain any damages obtained as a result of any such action; and
- 2.3 the goodwill and all statutory and common law rights attaching to the Trade Marks.

3. **FURTHER ASSURANCE**

The Assignor shall on request by the Assignee and at the Assignee's expense do and execute or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement. Without limitation to the foregoing, the Assignor will co-operate with the Assignee to ensure the transfer to the Assignee of the Domain Names.

4. **ASSISTANCE WITH PROCEEDINGS**

If in any proceedings a claim is made, at any time, seeking the invalidation or revocation of the Trade Marks, the Assignor shall give all reasonable assistance to the Assignee in relation to those proceedings (including by participation in the proceedings).

5. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the jurisdiction of the courts of England and Wales in respect of the settlement of any dispute which may arise out of or in connection with this Agreement.

6. **GENERAL**

- 6.1 The Assignor shall keep secret and confidential all information and material disclosed to it by the Assignee including (without limitation) information and material disclosed prior to the date of this Agreement. The Assignor undertakes not to disclose to any third party any such information or material without the Assignee's prior written consent. These obligations of confidentiality shall not apply to any information or material which is in the public domain or subsequently enters into the public domain other than by reason of a breach of this Agreement or any other obligation of confidence owed by the Assignor to the Assignee.
- 6.2 This Agreement may be executed in counterparts, which taken together shall form one document.
- 6.3 Delay in exercising or failure to exercise any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy.
- 6.4 Any amendment of this Agreement shall not be binding on the parties unless set out in writing expressed to amend this Agreement and signed by authorised representatives of each of the parties.
- 6.5 If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- 6.5.1 the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or
  - 6.5.2 the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
- 6.6 This Agreement has been entered into and shall be effective from the date stated above.

**SCHEDULE**

**Part A: Trade mark filings of TIME TRADERS**

<b>Territory:</b>	<b>Number:</b>	<b>Classes:</b>	<b>Specified Services:</b>
European Union (Community Trade Mark)	8920671	36 41	Charitable fund-raising services  Charitable services, namely education, training, and academic mentoring; charitable services relating to providing training and assistance in order to enable people to gain employment or to get people back to work.
United Kingdom	2540656	36 41	Charitable fund-raising services  Charitable services, namely education, training, and academic mentoring; charitable services relating to providing training and assistance in order to enable people to gain employment or to get people back to work.
United States of America	77/961111	36 41	Charitable fund-raising services  Charitable services, namely providing education and training and counselling in the fields of job search, employment and vocational training and academic mentoring of adults, charitable services relating to providing training and assistance in the fields of job search, employment and vocational training and academic mentoring of adults in order to enable people to gain employment or to get people back to work.

**Part B: Domain Names**

timetraders.org.uk
timetraders.us

**EXECUTED** by the parties or their duly authorised representatives on the date of this Agreement

Signed by )  
a duly authorised )  
representative of )  
**BARCLAYS BANK PLC** )

*[Handwritten Signature]*

Signature

Signed by )  
a duly authorised )  
representative of )  
**A&A TIME TRADERS LIMITED t/a TIME TRADERS**

*[Handwritten Signature]*

Signature

