

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592264

|   |  |                       |                             |
|---|--|-----------------------|-----------------------------|
| <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>          |
| Yell Limited  | FORMERLY Hibu (UK) Limited                         | 12/11/2018            | Corporation: UNITED KINGDOM |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                             |
| <b>Name:</b>  | Hibu Inc.  |                       |                             |
| <b>Street Address:</b>  | 90 Merrick Avenue, Suite 530                       |                       |                             |
| <b>City:</b>  | East Meadow  |                       |                             |
| <b>State/Country:</b>   | NEW YORK   |                       |                             |
| <b>Postal Code:</b>   | 11554  |                       |                             |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                             |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                             |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                             |
| <b>Registration Number:</b>   | 5340936  | HIBÜ                  |                             |
| <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>   | 5167301909   |                       |                             |
| <b>Email:</b>   | john.butler@hibu.com                               |                       |                             |
| <b>Correspondent Name:</b>  | John J. Butler                                     |                       |                             |
| <b>Address Line 1:</b>  | 90 Merrick Avenue, Suite 530                       |                       |                             |
| <b>Address Line 4:</b>  | East Meadow, NEW YORK 11554                        |                       |                             |
| <b>NAME OF SUBMITTER:</b>   | John J. Butler                                     |                       |                             |
| <b>SIGNATURE:</b>   | /John J. Butler/                                   |                       |                             |
| <b>DATE SIGNED:</b>   | 08/17/2020   |                       |                             |
| <b>Total Attachments: 11</b>  |  |                       |                             |
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EXECUTION VERSION

DATED 11 December 2018

YELL LIMITED

and

HIBU INC.

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ASSIGNMENT AND TERMINATION AGREEMENT

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865147824

TRADEMARK  
REEL: 007024 FRAME: 0812

THIS AGREEMENT is made on the *11<sup>th</sup> December*

*2018*

**BETWEEN:**

- (1) **YELL LIMITED (formerly known as HIBU (UK) LIMITED)**, whose registered office is at 3 Forbury Place, Forbury Road, Reading, Berkshire, England, RG1 3YL (registered in England with registered company number 04205228) (the "**Assignor**"); and
- (2) **HIBU INC.**, whose registered office is at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801, USA (registered in Delaware, USA, with registered company number 20-0829862) (the "**Assignee**").

**WHEREAS:**

- (A) The Assignor is the registered proprietor of the registered trade marks and applicant for registration of the trade mark applications, details of which are set out in Schedule 1 (*Trade Marks*) (the "**Trade Marks**").
- (B) The Assignor is the registrant of the registered domain names, details of which are set out in Schedule 2 (*Domain Names*) (the "**Domain Names**").
- (C) In or around May 2014, the Assignor and Assignee entered into the trade mark licence attached at Schedule 3 (*Intra-group Licence*) (the "**Intragroup Licence**"), pursuant to which the Assignor licensed certain of the Trade Marks to the Assignee.
- (D) The Assignor has agreed to assign the Trade Marks and Domain Names (together the "**Assigned Rights**") to the Assignee, and the Assignor and the Assignee have agreed to terminate the Intragroup Licence, in each case with effect from the date of this Agreement (the "**Effective Date**").

**NOW IT IS HEREBY AGREED** as follows:

**1. ASSIGNMENT**

- 1.1 In consideration of the payment of £1.5 million (pounds sterling) (excluding UK VAT) from the Assignee to the Assignor on or before 14 December 2018 (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee (or procures the assignment to the Assignee of) with full title guarantee and with effect from the Effective Date, all right, title and interest in and to the Assigned Rights together with all goodwill (if and to the extent that such goodwill exists) of the business in relation to which such Assigned Rights are used (but no other or greater goodwill) including all rights, privileges and advantages thereto including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past or future infringements thereof to hold unto the Assignee absolutely.
- 1.2 The Assignor shall, as soon as reasonably practicable following the Effective Date, deliver to the Assignee all certificates, correspondence and other documents relating to the Assigned Rights that are within the Assignor's possession or control (including without limitation such certificates, correspondence and other documents held by the Assignor's trade mark and domain name agents and advisers).

- 1.3 If the consideration for the payment under Clause 1.1 constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, 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 Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

## **2. TERMINATION OF INTRAGROUP LICENCE**

- 2.1 The Intragroup Licence shall be deemed to have been terminated with effect from the Effective Date.
- 2.2 Termination of the Intragroup Licence shall not affect or prejudice any claim or demand that the Assignor or Assignee may have against the other under or in connection with the Intragroup Licence arising before the Effective Date.

## **3. FURTHER ASSURANCE**

The Assignor shall, and shall procure that any necessary third party (including any member of the Assignor's group of companies) shall, as soon as reasonably practicable and at the request and cost of the Assignee, do all such acts and execute all such documents as the Assignee may request to give full effect to this Agreement and secure to the Assignee, or any successor in title thereof, the full benefit of the rights assigned to the Assignee hereunder.

## **4. GENERAL**

- 4.1 The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.
- 4.2 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.


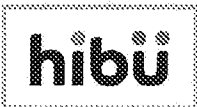

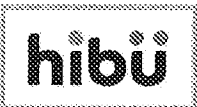
## **5. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with English law. Any matter, claim or dispute out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English Courts in relation to all matters arising out of this Agreement.

**SCHEDULE 1**

**TRADE MARKS**

## Trademark Records By Country

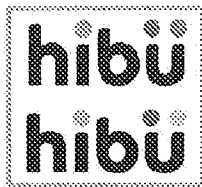
| Owner            | Trademark   | Country   | Application No. | Registration No | Registration Date | Classes | Status     |
|------------------|---|-----------|-----------------|-----------------|-------------------|---------|------------|
| <b>Argentina</b> |   |           |                 |                 |                   |         |            |
| Yell Limited     | HIBU  | Argentina | 3165844         | 2737623         | 3 Jul 2015        | 9       | Registered |
| Yell Limited     | HIBU  | Argentina | 3165845         | 2732094         | 12 Jun 2015       | 16      | Registered |
| Yell Limited     | HIBU  | Argentina | 3165847         | 2596042         | 7 Oct 2013        | 35      | Registered |
| Yell Limited     | HIBU  | Argentina | 3165849         | 2596044         | 7 Oct 2013        | 36      | Registered |
| Yell Limited     | HIBU  | Argentina | 3165850         | 2732093         | 12 Jun 2015       | 38      | Registered |
| Yell Limited     | HIBU  | Argentina | 3165851         | 2596045         | 7 Oct 2013        | 39      | Registered |
| Yell Limited     | HIBU  | Argentina | 3165853         | 2732099         | 12 Jun 2015       | 41      | Registered |
| Yell Limited     | HIBU  | Argentina | 3165855         | 2596047         | 7 Oct 2013        | 42      | Registered |
| Yell Limited     | HIBU  | Argentina | 3165856         | 2596048         | 7 Oct 2013        | 43      | Registered |
|                  | hibu Device (B&W)   |           |                 |                 |                   |         |            |
| Yell Limited     |  | Argentina | 3165859         | 2732098         | 12 Jun 2015       | 9       | Registered |
|                  | hibu Device (B&W)   |           |                 |                 |                   |         |            |
| Yell Limited     |  | Argentina | 3165860         | 2596049         | 7 Oct 2013        | 16      | Registered |
|                  | hibu Device (B&W)   |           |                 |                 |                   |         |            |
| Yell Limited     |  | Argentina | 3165862         |                 |                   | 35      | Refused    |
|                  | hibu Device (B&W)   |           |                 |                 |                   |         |            |
| Yell Limited     |  | Argentina | 3165869         | 2596052         | 7 Oct 2013        | 36      | Registered |
| Yell Limited     | hibu Device (B&W)   | Argentina | 3165870         | 2938754         | 30 May 2018       | 38      | Registered |

TRADEMARK

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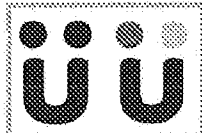
Pages 6 through 9 intentionally omitted.





u Device (series of two)

Yell Limited



United Kingdom

2621811

2621811

22 Feb 2013 9,16,35,36,38,39,41,42,43,45 Registered

**United States of America**

HIBU

Yell Limited

United States of America

85/630993

4834286

20 Oct 2015 9,16,35,36,38,39,41,42,43,45 Registered

hibu Device (B&W)

Yell Limited



United States of America

85/631001

5,481,220

29 May 2018 9

Registered

hibu Device (B&W)

Yell Limited



United States of America

85/984320

5340936

21 Nov 2017 16,35,38,41,42

Registered

u Device

Yell Limited



United States of America

85/630997

5450688

24 Apr 2018 9,16,35,38,41,42

Registered

TM Administrator - END OF REPORT

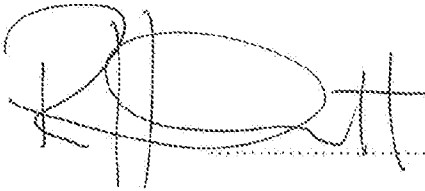
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Schedule 2  
Domain Names  
[Intentionally Omitted]

Schedule 3  
Intragroup License  
[Intentionally Omitted]

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties on the date first above written.

Signed by  
for and on behalf of  
**YELL LIMITED**

)  
)  
)  .....

Signed by  
for and on behalf of  
**HIBU INC.**

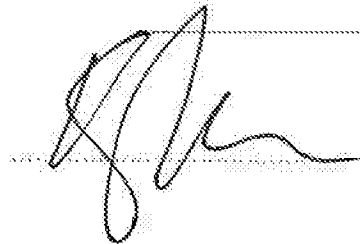
)  
)  
) .....

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties on the date first above written.

Signed by )  
for and on behalf of )  
YELL LIMITED )

-----

Signed by )  
for and on behalf of )  
HIBU INC. )

A handwritten signature in black ink, consisting of a large, stylized initial 'H' followed by a cursive name, positioned above a horizontal dotted line.