

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Simco Limited		05/10/2012	LIMITED LIABILITY COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	1D Media Limited
Street Address:	9 Perserverance Works
Internal Address:	Kingsland Road
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E2 8DD
Entity Type:	Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85398709	1D ONE DIRECTION

CORRESPONDENCE DATA

Fax Number: 9197814865
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 919-781-4000
 Email: ip@wyrick.com
 Correspondent Name: Christopher L. Sorey, Esq.
 Address Line 1: 4101 Lake Boone Trail
 Address Line 2: Suite 300
 Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	021579.086
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DOMESTIC REPRESENTATIVE

Name: Christopher L. Sorey
Address Line 1: 4101 Lake Boone Trail
Address Line 2: Suite 300
Address Line 4: Raleigh, NORTH CAROLINA 27607

NAME OF SUBMITTER:	Christopher L. Sorey
Signature:	/CLS/
Date:	05/23/2012

Total Attachments: 8
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ASSIGNMENT

THIS ASSIGNMENT is made the 10th day of May 2012

BETWEEN:

(1) Simco Limited, a company incorporated in England and Wales (Registration No 04432262), whose registered office is at 9 Derry Street, London, W8 5HY, United Kingdom (hereinafter called the "Assignor");

-and-

(2) 1D Media Limited, a company incorporated in England and Wales (Registration No 07471150), having a business address at 9 Perseverance Works, Kingsland Road, London, E2 8DD, United Kingdom (hereinafter called the "Assignee").

WHEREAS:

- (A) The Assignor is the proprietor of certain Trade Mark registrations, brief details of which are set forth in Schedule 1 attached hereto (hereinafter collectively called the "Trade Marks"); and
- (B) The parties hereto agree that the Trade Marks should be transferred by the Assignor to the Assignee for the consideration hereinafter set forth.

NOW THEREFORE in consideration of the sum of One Pound Sterling (£1.00) paid by the Assignee to the Assignor (receipt whereof is hereby acknowledged):

1. The Assignor DOES HEREBY assign to the Assignee
 - a) all of its rights, title and interest (including all rights conferred by the registrations thereof and pending applications therefor) in and to the Trade Marks, together with all the goodwill associated with, attaching to and symbolised by the Trade Marks;
 - b) all of its rights to bring proceedings and seek remedies for any infringement of the Trade

Marks that may have occurred prior to the date hereof;

- c) to the extent that such rights exist and are not already assigned hereby, all of its rights, title and interest in or to the Trade Marks existing at common law by virtue of the use thereof;
- d) to the extent that such rights exist and are not already assigned hereby, all of its rights to institute and maintain proceedings for passing off or equivalent proceedings against any person now or hereafter wrongfully using the Trade Marks; and
- e) to the extent that such rights exist and are not already assigned hereby, all of its rights, if any, to file applications corresponding to the Trade Marks hereby assigned and to claim priority from those Trade Marks..

TO HOLD the same unto and to the use of the Assignee, its successors and assigns absolutely. For the avoidance of doubt, this Assignment is without prejudice to and does not affect the Assignor's rights pursuant to the terms of its licence to use the Trade Marks as presently agreed or as may be agreed subsequent to this Assignment between the parties.

2. At the request of the Assignee, the Assignor shall:

- 2.1 at the Assignee's cost save where otherwise expressly agreed in writing by the Assignor, do everything reasonably in its power to assist the Assignee in defence of any proceedings by way of opposition to the registration of the Trade Marks;
- 2.2 execute all such further documents, forms and authorisations and depose to or swear any declaration or oath as may be required by the Registrar of Trade Marks for absolutely vesting full right, title and interest in and to any application for registration or registration of the Trade Marks in favour of the Assignee.

3. This Assignment may be executed by the parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original, all such counterparts together constituting one and the same instrument.

4. This Assignment and its terms shall be governed by and construed in accordance with the laws of England and the parties irrevocably agree that the Courts of England are to have exclusive jurisdiction in relation to any disputes that may arise out of or in connection with this Assignment.

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

Signed for and on behalf of
Simco Limited

on this 10th day of May 2012



(Authorised Signatory)

Name:

Michael Smith

Position:

Director.

Signed for and on behalf of
ID Media Limited

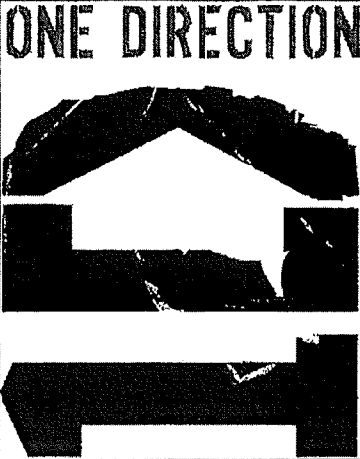

on this day of 2012

(Authorised Signatory)

Name:

Position:

SCHEDULE 1

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.
 ONE DIRECTION	Words	Simco Limited	European Community	9 16 25 28 41	REGISTERED	13/12/2010	13/12/2020	009592122	009592122
	Logo	Simco Limited	European Community	9 16 25 28 41	REGISTERED	21/04/2011	21/04/2021	009913195	009913195
 ONE DIRECTION	Logo	Simco Limited	United States of America	9 16 25 28 41	Pending	16/08/2011		85398709	

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 - b) all of its rights to bring proceedings and seek remedies for any infringement of the Trade

Marks that may have occurred prior to the date hereof;

- c) to the extent that such rights exist and are not already assigned hereby, all of its rights, title and interest in or to the Trade Marks existing at common law by virtue of the use thereof;
- d) to the extent that such rights exist and are not already assigned hereby, all of its rights to institute and maintain proceedings for passing off or equivalent proceedings against any person now or hereafter wrongfully using the Trade Marks; and
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Signed for and on behalf of
Simco Limited

on this day of 2012

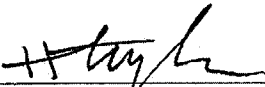
(Authorised Signatory)

Name:

Position:

Signed for and on behalf of
1D Media Limited

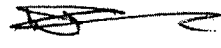
on this **9th** day of **MAY** 2012 **AT LONDON, ENGLAND.**





(Authorised Signatory)

Name: **HARRY STYLES**

Position: **DIRECTOR**

Witness: 
William Blomfield

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