

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 |
| NEC Mastheads Pty Ltd | | 10/01/2012 | TRUSTEE: AUSTRALIA |
| RECEIVING PARTY DATA | | | |
| Name: | Bauer Consumer Media Limited | | |
| Street Address: | 1 Lincoln Court, Lincoln Road | | |
| City: | Peterborough, England | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | PE1 2RF | | |
| Entity Type: | COMPANY: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1969610 | CLEO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4153584738 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 415-957-3036 | | |
| Email: | ydblack@duanemorris.com | | |
| Correspondent Name: | Mark A. Steiner | | |
| Address Line 1: | Duane Morris LLP | | |
| Address Line 2: | Spear Tower, One Market Plaza, Ste. 2200 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94105 | | |
| ATTORNEY DOCKET NUMBER: | R1700-00201 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Mark A. Steiner | | |
| Address Line 1: | Duane Morris LLP | | |

CH \$40.00 1969610

Address Line 2: Spear Tower, One Market Plaza, Ste. 2200
Address Line 4: San Francisco, CALIFORNIA 94105

| | |
|--------------------|----------------|
| NAME OF SUBMITTER: | Yvette Black |
| Signature: | /Yvette Black/ |
| Date: | 09/25/2013 |

Total Attachments: 6
source=Assignment_R1700_00201#page1.tif
source=Assignment_R1700_00201#page2.tif
source=Assignment_R1700_00201#page3.tif
source=Assignment_R1700_00201#page4.tif
source=Assignment_R1700_00201#page5.tif
source=Assignment_R1700_00201#page6.tif

Deed of Assignment of Trade Marks - USA

**NEC Mastheads Pty Ltd
Bauer Consumer Media Ltd**

Date: 1 October 2012

Parties

- 1 **NEC Mastheads Pty Ltd** ACN 122 205 707 as trustee of the NEC Mastheads Trust of Level 8, 54 Park Street, Sydney NSW 2000 (**Assignor**); and
- 2 **Bauer Consumer Media Limited** (Company number 01176085) of 1 Lincoln Court, Lincoln Road, Peterborough, England, PE1 2RF (**Assignee**), a private limited company incorporated in the United Kingdom.

The parties agree:

1 Defined terms and interpretation

1.1. Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2. Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation in this deed.

2 Assignment

The Assignor assigns, transfers and sets over to the Assignee:

- (a) its entire right, interest and title in and to the Trade Marks free from all encumbrances;
 - (b) its entire right, interest and title in and to intellectual property rights residing in the Trade Marks, including but not limited to copyright, free from all encumbrances;
 - (c) all rights, if any, that the Assignor has to take or continue actions in relation to the Trade Marks, whether or not arising prior to the date of this deed; and
 - (d) all rights that the Assignor has to take or continue actions, including opposition or removal proceedings, before the Registrar of Trade Marks or any equivalent trade marks officer, relating to the registration or proposed registration of the Trade Marks.
-

3 Undertakings

The Assignor undertakes to the Assignee that it will execute all such documents and do all such things as may be necessary, proper or desirable to enable the Assignee to vest all of the right, title and interest in and to the Trade Marks in the Assignee and for the Assignee to become registered as the owner of the Trade Marks.

4 General

4.1 Costs, expenses and duties

Except as expressly provided in this deed, each party must pay its own costs and expenses of negotiating, preparing and executing this deed, and any other instrument executed under this deed.

4.2 Governing law

This deed is governed by the laws of New South Wales.

4.3 Jurisdiction

Each party irrevocably and unconditionally submits to the jurisdiction of the courts of New South Wales.

4.4 Counterparts

This deed may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

Schedule 1 -

Dictionary

1 Dictionary

In this deed:

Trade Marks means the trade marks listed in Schedule 2.

2 Interpretation

In this deed, the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) (a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
 - (viii) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
 - (ix) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them jointly and severally;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

Schedule 2 –

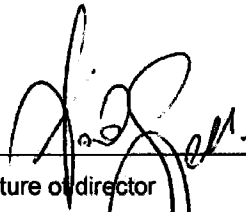
Trade Marks

| Country | Trade Mark Number | Class | Status |
|---------|-------------------|-------|------------|
| USA | | | |
| CLEO | 1969610 | 16 | Registered |

Execution page

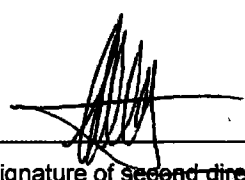
Executed as a deed.

Signed, sealed and delivered by **NEC Mastheads Pty Ltd** by:



Signature of director
GAVIN CYNGELL

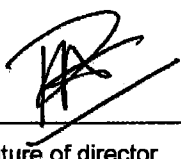
Name of director



Signature of second director/secretary
SIMON KELLY

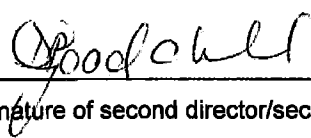
Name of second director/secretary

Signed, sealed and delivered by **Bauer Consumer Media Limited** by:



Signature of director
PAUL KEENAN

Name of director



Signature of second director/secretary
DAVID GOODCHILD

Name of second director/secretary