

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302543

<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>
Lions Festivals Limited		03/25/2013	limited company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Top Right Group Limited		
<b>Street Address:</b>	The Prow, 1 Wilder Walk		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	W1B 5AP		
<b>Entity Type:</b>	limited company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1707286	LION	
<b>Registration Number:</b>	2983233		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6162222469		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(616) 752-2469		
<b>Email:</b>	trademarks@wnj.com		
<b>Correspondent Name:</b>	Warner Norcross & Judd LLP		
<b>Address Line 1:</b>	111 Lyon Street, NW		
<b>Address Line 2:</b>	900 Fifth Third Center		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49503-2487		
<b>NAME OF SUBMITTER:</b>	James L. Scott		
<b>SIGNATURE:</b>	/JS/		
<b>DATE SIGNED:</b>	04/24/2014		
<b>Total Attachments: 12</b>			
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# TRAVERS SMITH

Dated 25 MARCH 2013

- (1) LIONS FESTIVALS LIMITED
- (2) EMAP.COM LIMITED
- (3) TOP RIGHT GROUP LIMITED

INTELLECTUAL PROPERTY

RIGHTS ASSIGNMENT

TRAVERS SMITH LLP  
10 SNOW HILL LONDON EC1A 2AL  
[www.traverssmith.com](http://www.traverssmith.com)

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**TRADEMARK**  
**REEL: 005267 FRAME: 0672**

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### Schedules

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THIS ASSIGNMENT is made on

25 MARCH

2013

**BETWEEN:**

- (1) **LIONS FESTIVALS LIMITED**, incorporated in England and Wales with registered number 07814172 and whose registered office is c/o Top Right Group Limited, The Prow, 1 Wilder Walk, London W1B 5AP (the "**Assignor**");
- (2) **EMAP.COM LIMITED**, incorporated in England and Wales with registered number 02850992 and whose registered office is at c/o Top Right Group Limited, The Prow, 1 Wilder Walk, London W1B 5AP (the "**Emap.com**"); and
- (3) **TOP RIGHT GROUP LIMITED**, incorporated in England and Wales with registered number 00435820 and whose registered office is at The Prow, 1 Wilder Walk, London W1B 5AP (the "**Assignee**").

**INTRODUCTION**

- (A) It has been agreed that the Intellectual Property Rights in the Business shall be assigned to the Assignee.
- (B) Accordingly the parties are entering into this Assignment in order to effect the transfer of ownership of the applicable Intellectual Property Rights.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

The following words and expressions where used in this Assignment have the meanings given to them below:

**Additional Domain Names** means those domain names specified at Schedule 1, Part B.

**Assignor Group** means the Assignor, any parent undertaking of the Assignor and any subsidiary undertaking of the Assignor or such parent undertaking from time to time and references to "any member of the Assignor Group" shall be construed accordingly.

**Business** means the business known as "Lions Festivals", including the businesses known as "Cannes Lions" and "Eurobest", which produces international festivals of creativity and is also a co-organiser of Dubai Lynx, Spikes Asia, Digital Asia Festival and

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Awards and the Festival of Asian Marketing Effectiveness.

**Databases**

means the databases (in whatever form they may be held) maintained by the Assignor to the extent only that they contain data (including Personal Data as defined in the Data Protection Act 1998) relating exclusively to the Business, including but not limited to the Maximiser Database.

**Domain Names**

means those domain names specified in Schedule 1, Part A.

**Intellectual Property Rights**

means all copyrights (including copyright subsisting in the source code of any software), trade marks, trade names, service marks, design rights, database rights, patents, rights in confidential information and Know-How and all other intellectual property rights both present and future (whether registered, registrable or not capable of registration) throughout the world including all applications for and renewals and extensions of such rights and rights to apply for registration for such rights and including the right to bring proceedings and obtain relief (and obtain any damages or other financial remedies) for any infringements or any other cause of action arising from ownership of the same (whether occurring before, on, or after the date of this Assignment) and all goodwill attached to the same.

**Know-How**

means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals (including training and instruction manuals and software user manuals), instructions and information relating to customers and suppliers (whether written, unwritten or in any other form and whether confidential or not).

**Maximiser Database**

means the database known as "MAX\_Cannes\_95".

**Trade Marks**

means those registered trade marks specified in Schedule 2.

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## **2. ASSIGNMENT**

- 2.1** In consideration of the payment of the sum of £1 (one) by the Assignee, the Assignor hereby assigns and transfers to the Assignee all right, title and interest which the Assignor possesses in and to any Intellectual Property Rights which relate exclusively to the Business.
- 2.2** The Assignor hereby confirms that the assignment set out and referenced in clause 2.1 shall include (without limitation) the assignment of all Intellectual Property Rights belonging to the Assignor and any other member of the Assignor Group which subsist in the Databases and the Trade Marks.

## **3. DOMAIN NAMES**

- 3.1** In consideration of the payment of the sum of £1 (one) Emap.com hereby agrees to, as soon as reasonably practicable following the date of this Assignment (and in any event within 14 days of the date of this Assignment), take all steps as are necessary (including the execution of documentation) and/or which the Assignee reasonably requests, so as to effect the transfer of ownership and control of the Domain Names to the Assignee.
- 3.2** In consideration of the payment of the sum of £1 (one) the Assignor hereby assigns and transfers to the Assignee all right, title (whether legal or beneficial) and interest which the Assignor may possess in and to the Domain Names and Additional Domain Names.
- 3.3** The Assignor shall, and agrees to procure that any other relevant member of the Assignor Group shall, as soon as reasonably practicable following the date of this Assignment (and in any event within 14 days of the date of this Assignment), take all such steps as are necessary (including the execution of documentation) and/or which the Assignee reasonably requests so as to effect the transfer of ownership and control of any and all domain names (including the Additional Domain Names) which are registered in the name of the Assignor or other member of the Assignor Group which relate exclusively to the Business to the Assignee.

## **4. FURTHER ASSURANCE**

The Assignor shall and Emap.com shall, and the Assignor shall procure that any other relevant member of the Assignor Group shall at the Assignee's reasonable cost and expense, render all such assistance and do all such acts (including the execution of documents) which the Assignee may reasonably request from time to time to implement and give full effect to the terms of clauses 2.1 and 3.

## **5. WAIVERS**

No failure or delay by any party in exercising any right or remedy provided by law under or pursuant to this Assignment shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

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**6. VARIATIONS**

- 6.1 No variation of this Assignment shall be valid unless it is in writing and signed by or on behalf of each party.
- 6.2 Unless expressly agreed, no variation shall constitute a general waiver of any provision of this Assignment, nor shall it affect any rights, obligations or liabilities under or pursuant to this Assignment which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Assignment shall remain in full force and effect, except and only to the extent that they are so varied.

**7. ENTIRE AGREEMENT**

This Assignment contains the entire agreement and understanding of the parties in relation to its subject matter and supersedes all prior agreements, undertakings or arrangements (both oral and written) relating thereto.

**8. COUNTERPARTS**

This Assignment may be executed as three counterparts and execution by all of the parties or any one of such counterparts will constitute due execution of this Assignment.

**9. APPLICABLE LAW AND JURISDICTION**

- 9.1 This Assignment and the rights and obligations of the parties including all non-contractual obligations arising under or in connection with this Assignment shall be governed by and construed in accordance with the laws of England and Wales.
- 9.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Assignment and/or any non-contractual obligation arising in connection with this Assignment.

**THIS ASSIGNMENT** has been duly executed on the date first stated above.

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**SCHEDULE 1**  
**DOMAIN NAMES**  
**PART A**

barcelonalions.co.uk	dubailynx.net
barcelonalions.com	dubailynx.tv
futurelion.com	dubailynxlive.com
lynxconnect.me	eurobest.com
lynxfestival.com	eurobestarchive.com
mylionsfestivals.com	eurobestlive.com
venicelions.com	festivalsofcreativity.com
worldads-canneslions.com	futurelions.com
canneschimera.com	internationaladvertisingfestival.co.uk
canneslions.co.uk	internationaladvertisingfestival.com
canneslions.com	lionsfestivals.co.uk
canneslions.net	lionsfestivals.com
canneslionsarchive.com	lionsfestivals.info
canneslionscatchup.com	lionsfestivals.net
canneslionslive.com	singaporeadvertisingfestival.com
dubailynx.co.uk	thelionsacademy.co.uk
dubailynx.com	thelionsacademy.net
dubai-lynx.com	

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**PART B**

lionsfestivals.ae	lionsfestivals.asia
lionsfestivals.com.au	lionsfestivals.de
lionsfestivals.es	lionsfestivals.hk
lionsfestivals.sg	spikes.asia

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**SCHEDULE 2**

**REGISTERED TRADE MARKS**

<b>Mark</b>	<b>Registration/Application Number</b>	<b>Territory</b>
CANNES CHIMERA	2614795	United Kingdom
CANNES CHIMERA Logo	2614711	United Kingdom
CANNES LIONS INTERNATIONAL FESTIVAL OF CREATIVITY logo	2585060	United Kingdom
EURO & Device	1343836	United Kingdom
EUROBEST	1338938	United Kingdom
EUROBEST	527418	Austria
EUROBEST	527418	Italy
EUROBEST	527418	Portugal
EUROBEST	527418	Russian Federation
EUROBEST	527418	Madrid Protocol (TM)
EUROBEST	1454993	France
LIONS FESTIVALS	2609273	United Kingdom
LIONS (Stylised)	2615982	United Kingdom
LION & Logo	74043363	United States of America
Lion Logo	78422577	United States of America
LION Logo	9-182408	Japan
VENISE LION	99819834	France
CANNES 87 Logo	1405731	France
CANNES 87 Logo	542023	Austria
CANNES 87 Logo	542023	Benelux
CANNES 87 Logo	542023	Germany
CANNES 87 Logo	542023	Italy
CANNES 87 Logo	542023	Portugal

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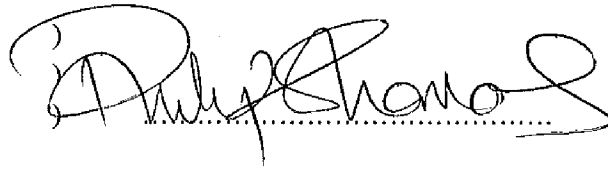
Mark	Registration/Application Number	Territory
CANNES 87 Logo	542023	Russian Federation
CANNES 87 Logo	542023	Madrid Protocol (TM)
CANNES LIONS	2457332	United Kingdom
CANNES LIONS INTERNATIONAL ADVERTISING FESTIVAL	2457317	United Kingdom
CANNES LIONS International Advertising Festival Logo	2457331	United Kingdom
LION & Lion Logo	551535	Austria
LION & Lion Logo	551535	Benelux
LION & Lion Logo	551535	China
LION & Lion Logo	551535	Germany
LION & Lion Logo	551535	Italy
LION & Lion Logo	551535	Russian Federation
LION & Logo	551535	Madrid Protocol (TM)
LION & Logo	1570392	France
Lion Logo	1707286	United States of America
Lion Logo	1494876	United Kingdom
Lion Logo	1494909	United Kingdom
LION Logo	2983233	United States of America
LIONS	4391984	Japan
LIONS	2457335	United Kingdom
LIONS Logo	2457330	United Kingdom
THE CANNES REPORT	2524846	United Kingdom
TITANIUM	2543712	United Kingdom
VENISE LION Logo	99819834	France
VENISE LION Logo	001639145	European Community
VENISE LION	001639145	European Community
LIONS Logo	Application pending	United Kingdom

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**TRADEMARK**  
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SIGNED by PHILIP THOMAS  
for and on behalf of  
LIONS FESTIVALS LIMITED



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SIGNED by DUNCAN PAINTER )  
for and on behalf of )  
EMAP.COM LIMITED )



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SIGNED by DUNCAN PAINTER )  
for and on behalf of )  
TOP RIGHT GROUP LIMITED )



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