

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Advertising Festival Limited		11/01/2012	limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Lions Festivals Limited		
Street Address:	Greater London House		
Internal Address:	Hampstead Road		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	NW1 7EJ		
Entity Type:	limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1707286	LION	
Registration Number:	2983233		
CORRESPONDENCE DATA			
Fax Number:	6162222469		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(616) 752-2469		
Email:	trademarks@wnj.com		
Correspondent Name:	Warner Norcross & Judd LLP		
Address Line 1:	111 Lyon Street, NW		
Address Line 2:	900 Fifth Third Center		
Address Line 4:	Grand Rapids, MICHIGAN 49503-2487		
NAME OF SUBMITTER:	James L. Scott		
SIGNATURE:	/JS/		
DATE SIGNED:	04/24/2014		
Total Attachments: 8			
source=Assignment_1#page1.tif			
source=Assignment_1#page2.tif			
source=Assignment_1#page3.tif			

OP \$65.00 1707286

TRADEMARK

source=Assignment_1#page4.tif

source=Assignment_1#page5.tif

source=Assignment_1#page6.tif

source=Assignment_1#page7.tif

source=Assignment_1#page8.tif

TRAVERS SMITH

DATED *NOVEMBER* 2012

(1) INTERNATIONAL ADVERTISING FESTIVAL LIMITED

(2) LIONS FESTIVALS LIMITED

INTELLECTUAL PROPERTY

RIGHTS ASSIGNMENT

CONTENTS

Clause		Page
1.	Definitions and Interpretation	3
2.	Assignment	4
3.	Further Assurance	4
4.	Waivers	5
5.	Variations.....	5
6.	Entire Agreement.....	5
7.	Counterparts.....	5
8.	Applicable Law and Jurisdiction	5

Schedules

1.	Trademarks	6
----	------------------	---

THIS ASSIGNMENT is made on

1 NOVEMBER

2012

BETWEEN:

- (1) **INTERNATIONAL ADVERTISING FESTIVAL LIMITED**, incorporated in England and Wales with registered number 02062601 and whose registered office is at Greater London House, Hampstead Road, London NW1 7EJ (the "Assignor"); and
- (2) **LIONS FESTIVALS LIMITED**, incorporated in England and Wales with registered number 07814172 and whose registered office is at Greater London House, Hampstead Road, London NW1 7EJ (the "Assignee").

INTRODUCTION

- (A) The Seller Group is in the process of effecting a reorganisation of its business divisions. As part of this reorganisation, ownership of the Business will be transferred from Emap Limited (a group company of the Assignor) to the Assignee.
- (B) In light of this transfer of the Business, the Assignor has agreed to enter into this Assignment to effect the transfer of ownership of the applicable Intellectual Property Rights to the Assignee.

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:

Asset Purchase Agreement	means the agreement entered into on or around the date of this Assignment under which the Assignee acquires from Emap Limited, Emap Limited's rights and interests in the Business.
Business	has the meaning ascribed to it in the Asset Purchase Agreement.
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).

Seller Group

has the meaning ascribed to it in the Asset Purchase Agreement.

Trade Marks

means those trade marks specified in the Schedule.

2. ASSIGNMENT

2.1 In consideration of the payment by the Assignee of £1 (receipt of which is acknowledged), the Assignor:

2.1.1 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; and

2.1.2 agrees that it shall procure that any other relevant member of the Seller Group shall assign and transfer to the Assignee all right, title and interest which such member of the Seller Group possesses in and to any Intellectual Property Rights which relate exclusively to the Business.

2.2 The Assignor hereby confirms that the assignments 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 relevant member of the Seller Group which subsist in the Trade Marks.

3. FURTHER ASSURANCE

The Assignor shall, and the Assignor shall procure that any other relevant member of the Seller 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.

4. 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.

5. VARIATIONS

5.1 No variation of this Assignment shall be valid unless it is in writing and signed by or on behalf of each party.

5.2 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.

6. 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.

7. COUNTERPARTS

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

8. APPLICABLE LAW AND JURISDICTION

8.1 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.

8.2 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.

SCHEDULE

TRADE MARKS

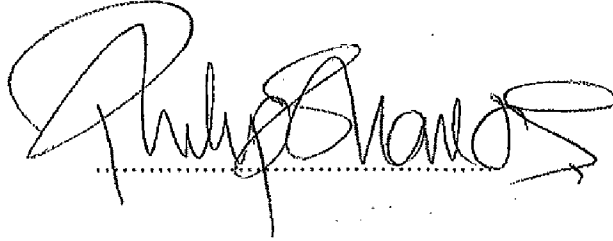
Mark	Registration Number	Territory
CANNES 87 Logo	1405731	France
CANNES 87 Logo	542023	Austria
CANNES 87 Logo	542023	Benelux
CANNES 87 Logo	542023	Germany
CANNES 87 Logo	542023	Italy
CANNES 87 Logo	542023	Portugal
CANNES 87 Logo	542023	Russian Federation
CANNES 87 Logo	542023	Madrid Protocol (TM)
CANNES 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

SIGNED by JOHN GULLIVER)
for and on behalf of)
INTERNATIONAL)
ADVERTISING)
FESTIVAL LIMITED)



.....

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



.....

