

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Future Publishing Limited		07/21/2014	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Immediate Media Company Bristol Limited		
Street Address:	Vineyard House, 44 Brook Green		
City:	Hammersmith, London		
State/Country:	UNITED KINGDOM		
Postal Code:	W6 7BT		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4162545	PROCYCLING	
Registration Number:	4527652	CYCLINGNEWS.COM	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<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>			
Phone:	202.344.4000		
Email:	adprice@venable.com, alpittman@venable.com, trademarkdocket@venable.com		
Correspondent Name:	Andrew D. Price		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, D.C. 20043		
ATTORNEY DOCKET NUMBER:	39895.371188/371189		
DOMESTIC REPRESENTATIVE			
Name:	Andrew D. Price		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, D.C. 20043		
NAME OF SUBMITTER:	Andrew D. Price, DC bar member		
SIGNATURE:	/Andrew D. Price/		

TRADEMARK

DATE SIGNED:

08/19/2014

Total Attachments: 9

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Dated 21 JULY 2014

FUTURE PUBLISHING LIMITED

and

IMMEDIATE MEDIA COMPANY BRISTOL LIMITED

DEED OF ASSIGNMENT OF TRADE MARKS

**NORTON ROSE FULBRIGHT**

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THIS DEED is dated 21 JULY 2014 and is made BETWEEN:

- (1) **FUTURE PUBLISHING LIMITED** (Company No. 2008885), whose registered office is at Beauford Court, 30 Monmouth Street, Bath BA1 2BW (**Future**); and
- (2) **IMMEDIATE MEDIA COMPANY BRISTOL LIMITED** (Company No. 05715412), whose registered office is at Vineyard House, 44 Brook Green, Hammersmith, London, W6 7BT (**Immediate**).

WHEREAS:

- (A) Future is the owner of the trade mark registrations and applications set out in the Schedule (the **Trade Marks**).
- (B) Pursuant to a Business Sale and Purchase Agreement for the Sale and Purchase of the Craft Business and the Sports Business between the parties dated 28 May 2014 (the **Sale and Purchase Agreement**), Future has agreed to assign to Immediate the Trade Marks.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and interpretation

- 1.1 Words and phrases defined in the Sale and Purchase Agreement shall have the same meaning in this Deed unless the context otherwise requires. In addition, the following words and expressions shall have the following definitions in this Deed.

Business Day means a day (other than a Saturday or Sunday) on which banks are generally open for business in the City of London

Working Hours means 9.30 am to 5.30 pm on a Business Day

- 1.1 In this Deed, unless the context requires otherwise:
- (a) reference to a clause or schedule are to a clause or a schedule to this Deed. The schedules form part of this Deed;
 - (b) the headings in this Deed do not affect its interpretation;
 - (c) words importing the singular include the plural and vice versa, and references to persons include corporations, partnerships and other unincorporated associations or bodies of persons; and
 - (d) any list or examples following the word "including" shall be interpreted without limitation to the generality of the preceding words.

2 Assignment and Transfer

- 2.1 In consideration of the payment by Immediate to Future of £1 (the receipt and sufficiency of which is hereby acknowledged by Future), Future hereby assigns to Immediate absolutely all of its rights, title and interest in and to the Trade Marks, including:
- (a) the entitlement to any registrations granted pursuant to the Trade Mark applications listed in the Schedule;
 - (b) all goodwill attaching to the Trade Marks and relating to the goods or services in respect of which the Trade Marks are registered or used; and
 - (c) the right to bring, make, oppose, defend, or appeal proceedings, claims or actions and to obtain relief (and to retain any damages recovered) in respect of any infringement, or other cause of action arising from ownership of any of the Trade Marks whether occurring before or after the date of this Deed.

3 Further Assurance

- 3.1 Future shall, and shall procure that each other member of the Future Group shall, at Immediate's cost and expense, execute such documents and render such assistance as Immediate may reasonably request from time to time for the purpose of giving full effect to this Deed.

4 Entire Agreement

- 4.1 The Sale and Purchase Agreement and this Deed constitute the entire agreement between the parties in relation to the Trade Marks and they supersede any prior agreement, understanding, undertaking or arrangement between the parties relating to the Trade Marks.
- 4.2 By entering into this Deed, the parties do not rely on any statement, representation, assurance or warranty of any person (whether a party to this Deed or not and whether made in writing or not) other than as expressly set out in this Deed or the Sale and Purchase Agreement.
- 4.3 Nothing in this clause shall exclude or limit any liability for fraud.

5 Waiver

- 5.1 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Deed or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the

enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

6 Amendment

- 6.1 No purported alteration of this Deed shall be effective unless it is in writing, refers to this Deed and is duly executed by each party to this Deed.

7 Counterparts

- 7.1 This Deed may be entered into in any number of counterparts, and by the parties to it on separate counterparts, and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

8 Contracts (Rights of Third Parties) Act 1999

- 8.1 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

9 Notices

- 9.1 Any notice or other communication to be given under this Deed must be in writing (which does not include by email) and must be delivered or sent by post to the party to whom it is to be given at its address appearing in this Deed as follows:

(a) to Future at: Beauford Court, 30 Monmouth Street, Bath BA1 2BW

marked for the attention of Robert Dark

(b) to Immediate at: Vineyard House, 44 Brook Green, London W6 7BT

marked for the attention of Head of Legal Affairs

(c) or at any such other address of which a party shall have given notice for this purpose to the other party under this clause.

Any notice or other communication sent by post shall be sent by prepaid recorded delivery post (if the country of destination is the same as the country of origin) or by prepared airmail (if the country of destination is not the same as the country of origin).

- 9.2 Any notice or other communication shall be deemed to have been given:

(a) if delivered, on the date of delivery; or

(b) if sent by post, on the second Business Day after it was put into the post.

- 9.3 In proving the giving of a notice or other communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted by prepaid recorded delivery post or by prepaid airmail, as the case may be.
- 9.4 Any notice given under this Deed outside Working Hours in the place to which it is addressed shall be deemed not to have been given until the start of the next period of Working Hours in such place.
- 9.5 This clause shall not apply in relation to the service of any claim form, notice, order judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Deed.

10 Governing law

- 10.1 This Deed is governed by, and shall be construed in accordance with, English law.
- 10.2 The courts of England are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed.

**Schedule 1
Trade Marks**

Territory	Trade Mark	Class	App. No.	Reg. No.	Filing Date
Australia	BIKE RADAR	9; 16; 35; 38; 41	IR977329	IR977329	24-Oct-2007
China	BIKE RADAR	9; 16; 35; 38; 41	IR977329	IR977329	24-Oct-2007
European Community	BIKE RADAR	9; 16; 35; 38; 41	IR977329	IR977329	24-Oct-2007
European Community	MSLUK	9; 16; 25; 35; 41	3991882	3991882	24-Aug-2004
France	Scrapbook Inspirations	9; 16; 35; 38; 41 & 42	3395967	3395967	25-Nov-2005
Japan	BIKE RADAR	9; 16; 35; 38; 41	IR977329	IR977329	24-Oct-2007
Madrid Protocol	BIKE RADAR	9; 16; 35; 38; 41	IR977329	IR977329	24-Oct-2007
New Zealand	BIKE RADAR	9; 16; 35; 38; 41	776079	776079	19-Oct-2007
Russian Federation	BIKE RADAR	9; 16; 35; 38; 41	IR977329	IR977329	24-Oct-2007
South Africa	BIKE RADAR	9	2007/24117		23-Oct-2007
South Africa	BIKE RADAR	16	2007/24118		23-Oct-2007
South Africa	BIKE RADAR	35	2007/24119		23-Oct-2007
South Africa	BIKE RADAR	38	2007/24120		23-Oct-2007
South Africa	BIKE RADAR	41	2007/24121		23-Oct-2007
United Kingdom	BIKE RADAR	9; 16; 35; 38; 41	2469922	2469922	18-Oct-2007
United Kingdom	MOUNTAIN BIKING UK series of 2	16	2015308	2015308	23-Mar-1995


CFD-#14891267-v4

Territory	Trade Mark	Class	App. No.	Reg. No.	Filing Date
United Kingdom	MTB PRO series of 2	16	2015309	2015309	23-Mar-1995
United Kingdom	MBUK ANNIHILATOR	16; 35; 42	2151482	2151482	20-Nov-1997
United States of America	BIKE RADAR	9; 16; 35; 38; 41	IR977329	IR977329	24-Oct-2007
United States of America	PROCYCLING	9; 16; 38; 41	85/199792	4162545	16-Dec-2010
United States of America	CYCLINGNEWS.COM	9; 38; 41	86/199763		16-Dec-2010

CFD-#14891287-v4

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

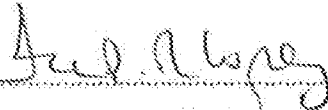
SIGNED by NINA DAY

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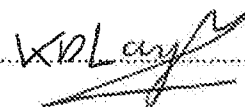
For and on behalf of FUTURE PUBLISHING LIMITED

In the presence of

IAN LOPEZ
SOLICITOR
c/o 3 Mare London Riverside
London SE12 8Q


Title: SOLICITOR

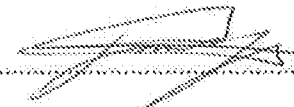
SIGNED by KEVIN LANGFORD

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For and on behalf of IMMEDIATE MEDIA COMPANY BRISTOL LIMITED

In the presence of

JARLA E JAWARA
TRAVERS SMITH,
10 SNOW HILL,
LONDON
EC1A 2AL


Title: PARALEGAL