

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mint Digital Limited		06/18/2013	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Moonpig.com Limited		
Street Address:	Unit 107-108 Great Guildford Business Square		
Internal Address:	30 Great Guildford Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SE1 OHS		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4281833	STICKYGRAM	
CORRESPONDENCE DATA			
Fax Number:	2126810300		
<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:	2126810600		
Email:	jbroitman@ocfblaw.com		
Correspondent Name:	Joshua Broitman		
Address Line 1:	570 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	JS-MP-TM-1		
NAME OF SUBMITTER:	Joshua s. Broitman		
SIGNATURE:	/joshua s broitman/		
DATE SIGNED:	10/14/2014		
Total Attachments: 4			
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source=Assignment_Mint_to_Moonpig#page4.tif			

OP \$40.00 4281833

TRADEMARK

THIS DEED is dated

PARTIES

- (1) **Mint Digital Limited** incorporated and registered in England and Wales with company number 05291445 whose registered office is at Unit 100 Exmouth House, 3/11 Pine Street, London, United Kingdom, EC1R 0JH (**Assignor**).
- (2) **Moonpig.com Limited** incorporated and registered in England and Wales with company number 09852652 whose registered office is at Unit 107-108 Great Guildford Business Square, 30 Great Guildford Street, London SE1 0HS (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of and applicant for the Trade Marks (as defined below).
- (B) By a Sale and Purchase Agreement entered into on or around the date of this Deed between the Assignor and the Assignee (**Purchase Agreement**), the Assignor has agreed, inter alia, to assign the Trade Marks to the Assignee with effect from the Effective Time. Unless the context requires otherwise, terms used in this Deed bear the meanings attributed to them in the Purchase Agreement.
- (C) If the Purchase Agreement terminates without Completion occurring, then this Deed will similarly terminate.

AGREED TERMS

1. ASSIGNMENT

The Assignor hereby assigns to the Assignee absolutely with full title guarantee with effect from the Effective Time all its right, title and interest in and to the registered trade marks and the trade mark application short particulars of which are set out in the Schedule (the **Trade Marks**), including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to the application comprised in the Trade Marks; and
- (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business 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, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, at or after the Effective Time.

1.2 The Assignor shall deliver to the Assignee (or the Assignee's nominated representative) as soon as practicable after Completion all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Marks.

1.3 Subject to, but with effect from, Completion the Assignor irrevocably appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause.

2. FAILURE TO COMPLETE

in the event that the Purchase Agreement is terminated in accordance with its terms before Completion takes place, then this Deed shall also automatically terminate at the same time and in such circumstances all rights and obligations of the parties under this Deed shall cease and this Deed shall be treated as void ab initio.

3. COUNTERPARTS

This Deed may be executed in counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same instrument.

4. GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule

Registered trade marks

Country	Class	Mark	Reg. No.
UK	9; 40	StickyGram	2591311
US	9; 40	StickyGram	4,281,833
CTM	9; 40	StickyGram	011231594

Trade mark application

Country	Class	Mark	Applic. No.
CTM	9; 40	StickyGram	011686003

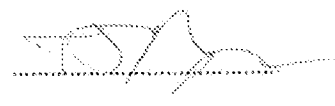
Executed as a deed by Mint Digital Limited acting by its director in the presence of:

Witness's signature 

Name Róisín Uí Néill

Address 14 MANOR SQUARE, CONNOR, DUBLIN 14

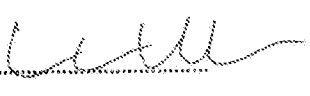
Occupation SOLICITOR



Name of Director: TIMOTHY MORGAN

Director of Mint Digital Limited

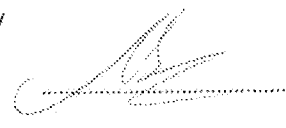
Executed as a deed by Moonpig.com Limited acting by its director in the presence of:

Witness's signature 

Name LIAM MCENIG

Address 33 ST. JAMES'S SQ, LONDON SW3 1YP

Occupation SOLICITOR



Name of Director: ANN DUGGAN

Director of Moonpig.com Limited