

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITAL SPY LIMITED		09/30/2011	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	THE NATIONAL MAGAZINE COMPANY LIMITED		
Street Address:	72 BROADWICK STREET		
City:	LONDON		
State/Country:	UNITED STATES		
Postal Code:	W1F 9EP		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3743815	DIGITAL SPY	
CORRESPONDENCE DATA			
Fax Number:	6462802056		
<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:	212-649-2056		
Email:	trademarks@hearst.com		
Correspondent Name:	Laura M Greene		
Address Line 1:	300 West 57th Street		
Address Line 2:	Hearst Corporation Office of General Cou		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	DIGITAL SPY ASSIGNMENT		
DOMESTIC REPRESENTATIVE			
Name:	Maureen Sheehan		
Address Line 1:	300 West 57th Street		
Address Line 2:	Hearst Corporation		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Laura M. Greene		
SIGNATURE:	/Laura M. Greene/		

TRADEMARK

DATE SIGNED:

10/27/2014

Total Attachments: 20

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DIGITAL SPY LIMITED

and

THE NATIONAL MAGAZINE COMPANY LIMITED

ASSET PURCHASE AGREEMENT

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THIS AGREEMENT is dated 30 September/2011

PARTIES

- (1) DIGITAL SPY LIMITED a private company incorporated and registered in England and Wales with company number 04270534 whose registered office is at 72 Broadwick Street, London W1F 9EP. (Seller).
- (2) THE NATIONAL MAGAZINE COMPANY LIMITED a private company incorporated and registered in England and Wales with company number 00112955 whose registered office is at 72 Broadwick Street, London W1F 9EP. (Buyer).

BACKGROUND

- (A) The Seller has agreed to sell and the Buyer has agreed to purchase the Business (together with the Assets) as a going concern subject to and on the terms and conditions of this agreement.
- (B) The Buyer is the parent company of the Seller.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Assets: the property, rights and assets of the Business to be sold and purchased pursuant to clause 2.1, excluding the Excluded Assets.

Assumed Liabilities: all debts, liabilities and obligations of any nature of the Seller relating to the Business or the Assets, whether actual or contingent, which are due or outstanding on or have accrued at the Effective Time, including the Creditors and excluding the Excluded Liabilities.

Book Debts: all trade and other debts and amounts owing to the Seller at the Effective Time in respect of the Business (whether or not invoiced).

Business: the business of book, magazine and digital publishing as well as e-commerce carried on by the Seller at the Effective Time.

Business Claims: all of the Seller's rights, entitlements and claims against third parties arising directly or indirectly out of or in connection with the operation of the Business or relating to the Assets, including rights under any warranties, conditions, guarantees or indemnities or under the Sale of Goods Act 1979.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Business Information: all information, know-how and techniques (whether or not confidential and in whatever form held) which in any way relate, wholly or partly, to the Business.

Business Intellectual Property Rights: Intellectual Property Rights owned, used or held for use by the Seller in, or in connection with, the Business.

Cash: all the Seller's cash in hand or at the bank or at any other financial institution.

Completion: the completion of the sale and purchase of the Business and the Assets in accordance with this agreement.

Completion Date: the date of this agreement.

Contracts: all contracts, arrangements, licences and other commitments relating to the Business entered into, on or before, and which remain to be performed by any party to them in whole or in part at, the Effective Time.

Creditors: all trade debts and accrued charges related to the Business owing by the Seller at the Effective Time to the trade creditors of the Seller except for those trade debts and accrued charges which are Excluded Liabilities.

Customers: the customers of the Business.

Customer Prepayments: any payments, prepayments or deposits made by any Customer to the Seller prior to the Effective Time in respect of products or services to be provided after the Effective Time.

Effective Time: the close of business on the Completion Date.

Employees: the persons employed wholly or mainly in the Business at the Effective Time.

Encumbrance: any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect.

Excluded Assets: the property, rights and assets of the Business set out in clause 4.1.

Excluded Liabilities: all indebtedness of the Seller to the Seller's bankers existing at the Effective Time and any liability for Taxation relating to the Business for which the Seller is or will become liable whether or not such a liability for Taxation has arisen at the Effective Time, together with all liabilities relating to the Excluded Assets.

Goodwill: the goodwill, custom and connection of the Seller in relation to the Business, together with the exclusive right for the Buyer to carry on the Business and respectively to represent themselves as carrying on the Business in succession to the Seller.

Independent Accountant: has the meaning given in clause 7.3;

Intellectual Property Rights: patents, rights to inventions, utility models, copyright, trade marks (including but not limited to the UK domestic trade

marks set out in Schedule 3), service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

IT System: all computer hardware (including network and telecommunications equipment) and software (including associated preparatory materials, user manuals and other related documentation) owned, used, leased or licensed by or in relation to the Business.

Moveable Assets: the loose plant including moveable plant, machinery and equipment, fixtures and fittings (other than landlord's fixtures and fittings), desktop computers, spare parts and tooling used or intended for use in connection with the Business.

Periodical Outgoings: all periodical charges and periodical outgoings of the Business or related to the Assets, including all periodical outgoings in respect of rents, rates, utilities and the Employees but excluding the Creditors.

Periodical Receipts: all rents, licence fees, royalties and other periodical receipts of the Business or related to the Assets, excluding the Book Debts.

Purchase Price: has the meaning given in clause 5.1.

Records: the books, accounts (including VAT records and returns), lists of Customers and suppliers and all the other documents, papers and records relating to the Business or any of the Assets.

Seller Prepayments: all prepayments and payments relating to the Business made by the Seller prior to the Effective Time in respect of products or services to be provided after the Effective Time.

Stock: the stock-in-trade of the Business at the Effective Time.

Tax: all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction; and any penalty, fine, surcharge, interest, charges or costs relating thereto, and taxation means the same.

Third Party Consent: a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation in favour of the Buyer of any of the Assets or Assumed Liabilities in terms acceptable to the Buyer.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

VATA 1994: Value Added Tax Act 1994.

- 1.2 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this agreement. A reference to a paragraph is to a paragraph of the relevant schedule, and a reference to an appendix is to the relevant appendix to this agreement.
- 1.4 A person includes a corporate or unincorporated body.
- 1.5 Words in the singular include the plural and in the plural include the singular.
- 1.6 A reference to one gender includes a reference to the other gender.
- 1.7 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement.
- 1.8 Writing or written includes faxes but not e-mail.
- 1.9 Documents in agreed form are documents in the form agreed by the parties to this agreement and initialled by them or on their behalf for identification.
- 1.10 Where the words include(s), including or in particular are used in this agreement, they are deemed to have the words "without limitation" following them.
- 1.11 References to this agreement include this agreement as amended or varied in accordance with its terms.

2. AGREEMENT TO SELL AND PURCHASE

- 2.1 The Seller shall sell with full title guarantee and free from all Encumbrances and the Buyer shall buy, with effect from the Effective Time, the Business as a going concern together with the assets listed below:

- (a) the Goodwill;
- (b) the Cash;
- (c) the Moveable Assets;

- (d) the benefit (subject to the burden) of the Contracts;
- (e) the Stock;
- (f) the Business Information;
- (g) the IT System;
- (h) the Book Debts;
- (i) the Business Intellectual Property Rights;
- (j) the Records;
- (k) the Business Claims; and
- (l) all other property, rights and assets owned by the Seller and used, enjoyed or exercised or intended to be used, enjoyed or exercised in the Business at the Effective Time, save for the Excluded Assets.

3. ASSUMED LIABILITIES

3.1 Subject to clause 8, the Buyer shall with effect from the Effective Time:

- (a)
- (b)

3.2 The Buyer agrees to indemnify and keep indemnified the Seller against each loss, liability and cost which the Seller may incur or may have incurred and not discharged before the Effective Time:

- (a)
- (b)

including without limitation any losses, liabilities or costs incurred as a result of defending or settling a claim alleging such a liability.

4. EXCLUDED ASSETS AND LIABILITIES

4.1

4.2 Nothing in this agreement shall pass to the Buyer, or shall be construed as acceptance by the Buyer of, the Excluded Liabilities and the Seller shall:

- (a)

(b)

5. PURCHASE PRICE

5.1

5.2

6. COMPLETION

6.1

6.2

6.3

6.4

7. PASSING OF TITLE AND RISK AND THIRD PARTY CONSENTS

7.1

7.2

(b)

(8)

7.3

(8)

(c)

(d)

(e)

7.4

7.5

7.6

8. APPORTIONMENTS AND PREPAYMENTS

8.1

8.2

8.3

8.4

8.5

8.8

8. VALUE ADDED TAX

8.1

8.2

10. THE EMPLOYEES

10.1

10.2

10.3

10.4

11. ACTION AFTER COMPLETION

11.1

11.2

11.3

11.4

11.5

12. DATA PROTECTION

13. FURTHER ASSURANCE

14. ASSIGNMENT

14.1

14.2

15. WHOLE AGREEMENT

15.1

15.2

16. VARIATION AND WAIVER

16.1

16.2

16.3

16.4

17. SEVERANCE

17.1

17.2

18. THIRD PARTY RIGHTS

19. COUNTERPARTS

20. GOVERNING LAW AND JURISDICTION

20.1

20.2

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Assets and assumed liabilities

1. ASSETS

The Assets included in the sale pursuant to this agreement and their respective values are as follows:

ASSET	VALUE
Goodwill	
Cash	
Moveable Assets	
Stock	
Contracts	
Business Intellectual Property Rights	
IT System	
Book Debts	
Business Claims	
Business Information	

2. ASSUMED LIABILITIES

The value of the Assumed Liabilities to be assumed by the Buyer pursuant to this agreement is as follows:

LIABILITY	VALUE
Assumed Liabilities	

Schedule 2 Seller's actions and obligations at completion

1. The Seller shall deliver, or procure delivery, to the Buyer of, or make available to the Buyer:
 - (a) physical possession of all the Assets capable of passing by delivery, with the intent that title in such Assets shall pass by and upon such delivery;
 - (b) such conveyances, transfers, assignments and novations together with the requisite notices, licences, documents of title and relevant Third Party Consents as may be necessary to vest in the Buyer title to all of those Assets which are not transferable by delivery as the Seller may have obtained and which will permit the Buyer to enter into and take possession of the Business and Assets, subject always to the provisions of clause 7.1 to clause 7.4 inclusive, including without limitation:
 - (i) If available, duly executed agreements in the agreed form for the assignment or novation of the benefit of the Contracts to the Buyer and all requisite notices, consents and licences therefor;
 - (ii) duly executed assignments in the agreed form to vest the Goodwill in the Buyer;
 - (iii) duly executed assignments and licences in the agreed form of the Business Intellectual Property Rights;
 - (iv) all such Third Party Consents as the Buyer may require to vest in the Buyer the full benefit of the Assets;
 - (v) all documents of title and certificates for the lawful operation and use of, and all service documents pertaining to, the Assets and the Stock;
 - (vi) all documents of title, certificates, deeds, licences, agreements and other documents relating to the Business Intellectual Property Rights and all manuals, drawings, plans, documents and other materials and media on which the Business Information is recorded;
 - (vii) the Contracts and the books, accounts, reference lists of customers, credit reports, price lists, cost records, work tickets, catalogues, advertising and all other documents, papers and records in the possession or under the control of the Seller relating to the Business or any of the Assets duly written up to the Completion Date;
 - (c) all such records as are referred to in section 49 of VATA 1994;
 - (d) the Records;

- (e) all national insurance and PAYE records in respect of the Employees, and all records required to be kept under the Working Time Regulations 1998;
- (f) such irrevocable instruction to the bank(s) of the Seller as may be necessary to procure the automatic transfer to the Buyer of any payment that any customer of the Business may make to such bank(s) after the Completion Date;
- (g) a copy of the resolution(s) passed by the shareholders of the Seller to approve the terms of this agreement; and
- (h) a copy of the minutes of a meeting of the board of directors of the Seller authorising the execution by the Seller of this agreement and all other documents ancillary to it or the transactions contemplated herein, and appointing the relevant signatory or signatories to execute this agreement and any such other documents on the Seller's behalf.

Schedule 3 The UK Domestic Trade Marks

TM Number	Mark Text	Date	Status	Classes
2485997	DIGITAL SPY	25.04.2008	Registered	09,18,35,38,41,42
E5908421	DIGITAL SPY	15.05.2007	Registered	09,08,41
E7299001	DIGITAL SPY	08.10.2008	Registered	35,38,42

Signed by Duncan Edwards
for and on behalf of DIGITAL SPY
LIMITED


.....
Director

Signed by Arnaud de Puyfontaine
for and on behalf of THE
NATIONAL MAGAZINE
COMPANY LIMITED

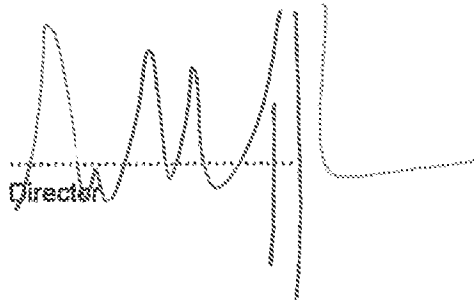
.....
Director

Signed by Duncan Edwards
for and on behalf of DIGITAL SPY
LIMITED

.....
Director

Signed by Arnaud de Puyfontaine
for and on behalf of THE
NATIONAL MAGAZINE
COMPANY LIMITED

.....
Director

A handwritten signature in black ink, appearing to be 'A. de Puyfontaine', written over a horizontal dotted line. The signature is stylized and extends to the right of the line.