

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356039

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
EDC Communications Limited		09/22/2015	CORPORATION: ENGLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dare Digital Limited		
<b>Street Address:</b>	101 New Cavendish Street		
<b>City:</b>	London		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	W1W 6XH		
<b>Entity Type:</b>	CORPORATION: ENGLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4708483	DARE	
<b>Registration Number:</b>	4235900	DARE DIGITAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	mnipdocket@nortonrosefulbright.com, jen.rezac@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Timothy M. Kenny		
<b>Address Line 1:</b>	98 San Jacinto Boulevard, Suite 1100		
<b>Address Line 4:</b>	Austin, TEXAS 78701-4255		
<b>ATTORNEY DOCKET NUMBER:</b>	DARE DIGITAL		
<b>NAME OF SUBMITTER:</b>	Timothy M. Kenny		
<b>SIGNATURE:</b>	/Timothy M. Kenny/		
<b>DATE SIGNED:</b>	09/23/2015		
<b>Total Attachments: 9</b>			
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Dated 22 September 2015

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EDC COMMUNICATIONS LIMITED

and

DARE DIGITAL LIMITED

IP DEED OF ASSIGNMENT

 NORTON ROSE FULBRIGHT

## Contents

Clause	Page
1 Definitions and interpretation.....	2
2 Assignment.....	3
3 VAT.....	3
4 Further Assurance.....	3
5 Waiver.....	4
6 Entire Agreement.....	4
7 Notices.....	5
8 General.....	6
9 Governing law.....	6
 SCHEDULE 1.....	 8

THIS DEED OF ASSIGNMENT is made on 22 September 2015

BETWEEN:

- (1) **EDC COMMUNICATIONS LIMITED** (registered number 05178255), a company incorporated under the laws of England and Wales whose registered office is at 101 New Cavendish Street, London W1W 6XH (the **Assignor**); and
- (2) **DARE DIGITAL LIMITED** (registered number 04003561), a company incorporated under the laws of England and Wales whose registered office is at 101 New Cavendish Street, London W1W 6XH (the **Assignee**).

WHEREAS:

- (A) The Assignor is the owner of the Trade Marks and the registrant and beneficial owner of the Domain Names (each as defined below).
- (B) The Assignor is a subsidiary of the Assignee.
- (C) The Assignor has agreed to assign to the Assignee the Assigned Rights on the terms set out in this Deed.

NOW IT IS HEREBY AGREED as follows:

## 1 Definitions and interpretation

1.1 The following definitions and rules of interpretation apply in this Deed:

**Assigned Rights** means the Domain Names and the Trade Marks

**Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business and **day** means a period of 24 consecutive hours ending at 12.00 midnight

**Domain Names** means thisisdare.co.uk

**Trade Marks** means the registered trade marks short particulars of which are set out in Schedule 1

**VAT** means value added tax chargeable under the Value Added Tax Act 1994

1.2 The headings and background are for convenience only and do not form part of this Deed or affect its interpretation.

1.3 References to clauses and schedules are to clauses of, and schedules to, this Deed.

- 1.4 References to this Deed or any other document are to that document as from time to time amended, restated, or replaced.
- 1.5 References to a person include an individual, corporation, partnership, unincorporated body of persons and any government entity.
- 1.6 Words importing the plural include the singular and vice versa.
- 1.7 References to any statute or statutory provision include any subordinate legislation made under it and any provision amending it or re-enacting it (whether with or without modification).
- 1.8 Words such as other, including and in particular are not words of limitation.

## **2 Assignment**

- 2.1 In consideration of the payment of one pound (£1) by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all of its rights, title and interest in and to the Assigned Rights including:
- (a) all goodwill attaching to the Assigned Rights and in respect of the business relating to the goods or services for which the Assigned Rights are registered or used; and
  - (b) 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 other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Deed.

## **3 VAT**

- 3.1 The Assignor and the Assignee acknowledge that section 43(1) of the Value Added Tax Act 1994 will apply to the transfer of the Assigned Rights pursuant to this Deed.
- 3.2 If VAT is chargeable in connection with the transfer of the Assigned Rights under this Deed, the consideration for such transfer shall be deemed to include such VAT.

## **4 Further Assurance**

- 4.1 The Assignor shall, at its own cost and expense, execute and do (or procure to be executed and done by any other necessary party) all such deeds, documents, acts and things as the Assignee may from time to time reasonably require in order to vest any of the Assigned Rights in the Assignee or as otherwise may be reasonably necessary to give full effect to this Deed.

- 4.2 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's names 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 4.
- 4.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this clause and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor save with the consent of the Assignee.
- 4.4 Without prejudice to clause 4.2, the Assignee may, in any way it thinks fit and in the name of and on behalf of the Assignor:
- (a) take any action that this Deed requires the Assignor to take;
  - (b) exercise any rights which this Deed gives to the Assignor; and
  - (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee things fit and revoke such appointment.
- 4.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause 4.

## **5 Waiver**

- 5.1 No failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **6 Entire Agreement**

- 6.1 This Deed constitutes the whole agreement between the parties and supersedes all previous agreements, whether oral or in writing, between the parties relating to its subject matter.
- 6.2 Each party acknowledges that in agreeing to enter into this Deed it has not relied on any express or implied representation, warranty or other assurance (except those set out in this Deed). Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Deed.
- 6.3 Nothing in this clause limits or excludes any liability for fraud.

## 7 Notices

7.1 A notice or other communication given under or in connection with this Deed (a **Notice**) shall be:

- (a) in writing;
- (b) in the English language; and
- (c) sent by the Permitted Method to the Notified Address.

7.2 The **Permitted Method** means any of the methods set out in the first column below. The second column sets out the date on which a Notice given by such Permitted Method shall be deemed to be given provided the Notice is properly addressed and sent in full to the Notified Address:

(1) Permitted Method	(2) Date on which Notice deemed given
Personal delivery	When left at the Notified Address
First class pre-paid post	Two Business Days after posting
Pre-paid air-mail	Six Business Days after posting
Email	On despatch of the Notice from the sender's out box

7.3 The **Notified Addresses** of each of the parties is as set out below:

Name of Party	Address	Email	Marked for the attention of:
Assignor	101 New Cavendish Street, London W1W 6XH	<a href="mailto:steve.rawlins@thisisedc.com">steve.rawlins@thisisedc.com</a>	Steve Rawlins, Group Finance Director
Assignee	101 New Cavendish Street, London W1W 6XH	<a href="mailto:steve.rawlins@thisisedc.com">steve.rawlins@thisisedc.com</a>	Steve Rawlins, Group Finance Director

or such other Notified Address as any of the parties may, by written notice to the other parties, substitute for their Notified Address set out above.

## **8 General**

- 8.1 Any variation of this Deed shall not be binding on the parties unless set out in writing, expressed to vary this Deed and signed by authorised representatives of each of the parties.
- 8.2 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.
- 8.3 This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this Deed by executing a counterpart.
- 8.4 A person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## **9 Governing law**

- 9.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 9.2 The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to any non-contractual obligations arising out of or in connection with this Deed) and the parties submit to the exclusive jurisdiction of the English courts.

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 MARK COLLIER for and on behalf of  
**EDC COMMUNICATIONS LIMITED** in the  
presence of

  
.....  
SIGNATURE OF DIRECTOR  
Director

NAME OF WITNESS:

ELLIS LESLIE  
.....  
SIGNATURE OF WITNESS E. Leslie

NAME, ADDRESS OF WITNESS:

ELLIS LESLIE, FLAT 1, 167 HORNSEY ROAD, LONDON, N7 6RA

Signed by MARK COLLIER for and on behalf of  
**DARE DIGITAL LIMITED** in the presence of

  
.....  
SIGNATURE OF DIRECTOR  
Director

NAME OF WITNESS:

ELLIS LESLIE  
.....  
SIGNATURE OF WITNESS E. Leslie

NAME, ADDRESS OF WITNESS

ELLIS LESLIE, FLAT 1, 167 HORNSEY ROAD, LONDON, N7 6RA

SCHEDULE 1

TRADE MARKS

Mark	Jurisdiction	Classes	Registration Number	Registration Date
<b>DARE</b>	USA	35, 42	4,708483	24 Mar 2015
DARE	Canada	-	TMA842372	5 May 2013
DARE DIGITAL	USA	35, 38, 42	4235900	6 Nov 2012
DARE DIGITAL	Canada	-	TMA815352	11 Nov 2012