

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400707

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deutsche Bank AG, London Branch		02/12/2016	Aktiengesellschaft (Ag): GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Emap Limited		
<b>Street Address:</b>	The Prow		
<b>Internal Address:</b>	1 Wilder Way		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	W1B 5AP		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4531986	RWM	
<b>Registration Number:</b>	4531988		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3367338473		
<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>Phone:</b>	(336) 721-3747		
<b>Email:</b>	trademarkswinston@wcsr.com		
<b>Correspondent Name:</b>	Randel S. Springer		
<b>Address Line 1:</b>	Womble Carlyle Sandridge & Rice, LLP		
<b>Address Line 2:</b>	One West Fourth Street		
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101		
<b>ATTORNEY DOCKET NUMBER:</b>	69936.0005.7		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Randel S. Springer		
<b>Address Line 1:</b>	Womble Carlyle Sandridge & Rice, LLP		
<b>Address Line 2:</b>	One West Fourth Street		
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101		

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<b>NAME OF SUBMITTER:</b>	Randel S. Springer
<b>SIGNATURE:</b>	/Randy Springer/
<b>DATE SIGNED:</b>	10/04/2016
<b>Total Attachments: 14</b> source=Release of Security Interest#page1.tif source=Release of Security Interest#page2.tif source=Release of Security Interest#page3.tif source=Release of Security Interest#page4.tif source=Release of Security Interest#page5.tif source=Release of Security Interest#page6.tif source=Release of Security Interest#page7.tif source=Release of Security Interest#page8.tif source=Release of Security Interest#page9.tif source=Release of Security Interest#page10.tif source=Release of Security Interest#page11.tif source=Release of Security Interest#page12.tif source=Release of Security Interest#page13.tif source=Release of Security Interest#page14.tif	

**GLOBAL DEED OF RELEASE**

DATED 12 February 2016

ASCENTIAL HOLDINGS LIMITED  
as Parent

and

DEUTSCHE BANK AG, LONDON BRANCH  
as Security Agent

Simpson Thacher & Bartlett LLP  
London

THIS DEED OF RELEASE IS DATED 12 FEBRUARY 2016

**BETWEEN:**

- (1) **ASCENTIAL HOLDINGS LIMITED** (formerly known as **EDEN ACQUISITION 5 LIMITED**) (the **Parent**);
- (2) **DEUTSCHE BANK AG, LONDON BRANCH** as security agent for the Secured Parties (as defined in the Intercreditor Agreement) (the **Security Agent**);
- (3) **DEUTSCHE BANK AG, LONDON BRANCH** as senior global facility agent (the **Global Facility Agent**); and
- (4) **DEUTSCHE BANK AG, NEW YORK BRANCH** as senior US facility agent (the **US Facility Agent**).

**BACKGROUND:**

- (A) The Parent, the Security Agent, the Global Facility Agent and the US Facility Agent enter into this Deed in connection with the Facilities Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1. DEFINITIONS**

1.1 In this Deed:

**Effective Date** means the date on which the Security Agent receives confirmation from:

- (a) the Global Facility Agent that it has received payment of amounts equal to [REDACTED] and [REDACTED] and
- (b) the US Facility Agent that it has received payment of an amount equal to [REDACTED]

and confirmation from the Global Facility Agent that such amounts represent full and final payment and repayment of all amounts due under or in connection with the Secured Debt Documents.

**Facilities Agreement** means the facilities agreement dated 21 April 2015 (as amended and/or restated from time to time) and made between, amongst others, the Parent, Deutsche Bank AG, London Branch as the global facility agent (the "**Global Facility Agent**"). Deutsche Bank AG, New York Branch as the US facility agent (the "**US Facility Agent**") and the Security Agent.

**Intercreditor Agreement** means the intercreditor agreement dated 21 April 2015 (as amended and/or restated from time to time) between, amongst others, the Parent, the Global Facility Agent, the US Facility Agent and the Security Agent.

**Released Assets** means the assets (including, without limitation, property, interests, rights and benefits) of each of the Released Parties subject to any Security arising under the Transaction Security Documents.

**Released Documents** means:

- (a) the Facilities Agreement;
- (b) the Intercreditor Agreement;
- (c) the English law debenture dated 20 May 2015 between Eden Acquisition 5 Limited, Eden Bidco Limited, Top Right Group Limited, Emap Limited, Emap Publishing Limited, Lions Festivals Limited, i2i Events Limited, TRG 4C Group Limited, WGSN Group Limited, WGSN Limited, Planet Retail Limited, 4C Information Group Limited, Glenigan Limited, Groundsure Limited and the Security Agent;
- (d) the New York law governed security agreement dated as of 20 May 2015 between TRG Financing LLC, WGSN, Inc., Money 2020 LLC and the Security Agent;
- (e) the New York law governed pledge agreement dated as of 20 May 2015 between Eden Bidco Limited, WGSN Limited, TRG Financing LLC and the Security Agent;
- (f) the New York law governed grant of security interest in patent rights dated as of 20 May 2015 between WGSN, Inc. and the Security Agent;
- (g) the New York law governed grant of security interest in trademark rights dated as of 20 May 2015 between Money2020, LLC and the Security Agent;
- (h) the Luxembourg law governed pledge over shares agreement dated 19 May 2015 between Eden Bidco Limited as pledgor and the Security Agent as beneficiary, and in the presence of Eden Financing S.à r.l. (the **Luxembourg Share Pledge Agreement**);
- (i) the Luxembourg law governed pledge over receivables agreement dated 19 May 2015 between Eden Financing S.à r.l. as pledgor and the Security Agent as beneficiary, and in the presence of Top Right Group Limited (the **Luxembourg Receivables Pledge Agreement**);
- (j) the Luxembourg law governed pledge over bank account agreement dated 19 May 2015 between Eden Financing S.à r.l. as pledgor and the Security Agent as beneficiary (the **Luxembourg Account Pledge Agreement**); and
- (k) any other document which creates Transaction Security over the Released Assets.

**Released Parties** means the Obligors listed in Annex 1 to this Deed, and **Released Party** means any one of them.

**Security** means a mortgage, charge, pledge, lien or other security interest having a similar effect.

- 1.2 Unless given a different meaning in this Deed, terms defined in the Intercreditor Agreement have the same meaning when used in this Deed.

- 1.3 The provisions of Clause 1.2 (*Construction*) of the Intercreditor Agreement are incorporated into this Deed by reference, with references to "this Agreement" or similar terms being construed as references to this Deed.

**2. CONFIRMATION**

- 2.1 The Global Facility Agent agrees that immediately upon receipt of the amount referred to in paragraph (a) of the definition of Effective Date it shall notify the Parent and the Security Agent of the same by issuing a letter substantially in the form of Annex 2 to this Deed.
- 2.2 The US Facility Agent agrees that immediately upon receipt of the amount referred to in paragraph (b) of the definition of Effective Date it shall notify the Parent and the Security Agent of the same by issuing a letter substantially in the form of Annex 2 to this Deed.

**3. RELEASE**

- 3.1 Subject to the provisions of this Deed, with effect from the Effective Date, the Security Agent hereby irrevocably and unconditionally:

- (a) releases and discharges each of the Released Parties from all its present and future obligations and liabilities (both actual and contingent and whether as primary obligor, as guarantor, as surety or in any other capacity whatsoever, including any liability to any other Obligor under the Secured Debt Documents by way of contribution or indemnity) under or pursuant to the Secured Debt Documents;
- (b) releases the Released Assets from all Security created, evidenced or conferred by or pursuant to the Released Documents and reassigns, re-transfers, surrenders, releases and re-conveys to the Released Parties, all of their respective rights, title and interests in and relating to the Released Assets to hold the same free from all Security constituted under the relevant Released Documents;
- (c) agrees that the Released Documents (in particular any future assignment, transfer, pledge or charges contemplated therein) are terminated and any Security created thereby released; and
- (d) authorises each of the Released Parties, to take any steps (including, without limitation, the makings of any filings or the sending of any notice to any authority or other third party) necessary or desirable to give effect to this Clause 3 (*Release*).

**3.2 Luxembourg**

- (a) The Security Agent and the Parent (acting on behalf of *inter alios* Eden Bidco Limited and/or Eden Financing S.à r.l.) hereby instructs (and shall procure that) any manager of Eden Financing S.à r.l. and each of Me François Felten, Me Clémence Personne and Me Alexandre Pel, each acting individually and with full power of substitution, to promptly record the release of the pledge created under the Luxembourg Share Pledge Agreement in the register of shareholders of Eden Financing S.à r.l. using the following wording:

*"The pledge over all the shares (parts sociales) owned from time to time by Eden Bidco Limited (the Released Party) in Eden Financing S.à r.l. (the "Company") granted pursuant to a share pledge agreement originally dated 19 May 2015 between the Released Party as pledgor, Deutsche Bank AG, London Branch as beneficiary (the "Pledgee") and the Company as company has been released pursuant to a*

*global deed of release dated \_\_\_\_ February 2016 and made between, among others, the Company, the Released Party and the Pledgee.”*

- (b) The Security Agent notifies the Parent (acting on behalf of Top Right Group Limited) that upon the occurrence of the Effective Date, the pledge created under the Luxembourg Receivable Pledge Agreement is released.
- (c) The Security Agent undertakes to deliver to ING Luxembourg S.A., no later than one Business Day following the Effective Date, a notification letter informing it of the release of the pledge created under the Luxembourg Account Pledge Agreement with a copy to Eden Financing S.à r.l. substantially in the form attached as Annex 3 of this Deed.

**4. EFFECTIVE DATE**

- 4.1 The release, discharge, reassignment and termination of the Security and other obligations pursuant to this Deed shall take effect immediately upon the occurrence of the Effective Date.
- 4.2 The Security Agent undertakes to promptly notify the Parent in writing upon the occurrence of the Effective Date. For the avoidance of doubt, the release, discharge, reassignment and termination of the Security and other obligations pursuant to this Deed are not conditional upon the Security Agent providing the notice set out in this Clause 4.2.

**5. FURTHER ASSURANCE**

The Security Agent hereby undertakes, at the request and expense of the Parent, to execute and deliver all such further deeds and documents as may be necessary or desirable in order to give effect to the releases contained in this Deed, including without limitation, entering into such instruments as are necessary or advisable under the terms of any relevant jurisdiction to effect and/or perfect the releases herein referred to.

**6. COSTS AND EXPENSES**

- 6.1 The Parent shall, within ten Business Days of demand, reimburse (or procure reimbursement of) each of the Global Facility Agent, the US Facility Agent and the Security Agent for the amount of all reasonable third party costs and expenses (including legal fees and notarial costs) reasonably incurred by the Global Facility Agent, the US Facility Agent or the Security Agent in responding to, evaluating, negotiating or complying with this Deed.
- 6.2 Notwithstanding Clause 6.1 above, no member of the Group shall be required to pay any costs or expenses unless:
  - (a) it has first been provided with reasonably details of the circumstances giving rise to such payment and of the calculation of the relevant amount (including, where applicable, details of hours worked, rates and individuals involved); and
  - (b) it has received satisfactory evidence that such costs and expenses have been properly incurred.

**7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

A person who is not party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any term of this Deed, no consent of

any third party is required for any amendment (including any release or compromise of any liability) or termination of this Deed.

**8. PARTIAL INVALIDITY**

If, at any time, any provision of this Deed is or becomes, illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**9. COUNTERPARTS**

This Deed may be executed in any number of counterparts and all of those counterparts taken together will be deemed to constitute one and the same instrument.

**10. AGREEMENT TO BE BOUND**

Each of the parties agrees to be bound by this Deed notwithstanding that any person intended to execute or be bound by it may not do so or may not be so effectually bound.

**11. GOVERNING LAW AND JURISDICTION**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law and is subject to the provisions of Clause 42 (*Enforcement*) of the Facilities Agreement.

THIS DEED is executed and delivered as a deed on the date specified at the beginning of this Deed.



ANNEX 1

THE RELEASED PARTIES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Top Right Group Limited

Emap Limited

[REDACTED]

[REDACTED]

i2i Events Limited

[REDACTED]

[REDACTED]

WGSN Limited

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ANNEX 2**

**CONFIRMATION**

From: [Deutsche Bank AG, London Branch/Deutsche Bank AG, New York Branch]  
in its capacity as [Global/US] Facility Agent

To: Deutsche Bank AG, London Branch  
in its capacity as Security Agent

Ascential Holdings Limited (formerly known as Eden Acquisition 5 Limited)  
in its capacity as Parent

[•]

Dear Sirs

We refer to the global deed of release dated on or about [•] between, amongst others, Ascential Holdings Limited (formerly known as Eden Acquisition 5 Limited) as Parent, Deutsche Bank AG, London branch as global facility agent and security agent and Deutsche Bank AG, New York Branch as US facility agent (the **Deed of Release**). Capitalised terms used herein have the meaning given to them in the Deed of Release unless otherwise defined herein.

This is the confirmation referred to in Clause 2 (*Confirmation*) of the Deed of Release.

[We hereby confirm that (i) we have received the amount referred to in paragraph (a) of the definition of Effective Day, (ii) the Deutsche Bank AG, New York Branch has received the amount referred to in paragraph (b) of the definition of Effective Day and (iii) such amounts represent full and final payment and repayment of all amounts due under or in connection with the Secured Debt Documents.]/[We hereby confirm that we have received the amount referred to in paragraph (b) of the definition of Effective Day.]

This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

---

[Deutsche Bank AG, London Branch/Deutsche Bank AG, New York Branch]

as [Global/US] Facility Agent

ANNEX 3

NOTIFICATION TO ACCOUNT BANK

\_\_\_ February 2016

To: ING Luxembourg S.A.  
52, Route d'Esch  
L-2965 Luxembourg

Copy: Eden Financing S.à r.l.  
*Société à responsabilité limitée*  
1-3, Boulevard de la Foire  
L-1528 Luxembourg

**Notice of Release of Pledge over Bank Account**

Dear Sir/Madam

We would hereby like to inform you that we have released the pledge over the bank account numbered [REDACTED] held by Eden Financing S.à r.l. (the "Pledgor") with your bank (the "Pledge") in accordance with a global deed of release dated \_\_\_ February 2016 between, amongst others, the Pledgor and our institution (the "Global Deed of Release").

For your information, we attach a copy of the Global Deed of Release.

We hereby also inform you that the Effective Date (as defined in the Global Deed of Release) has occurred and the release of the Pledge has become effective.

We further instruct you to record the release of the Pledge in your books as of the date of this release letter.

We would like to invite you to acknowledge the release of the Pledge and the present notice by returning a duly executed copy of this notice to our attention, with a copy to the Pledgor.

*[Signature page follows]*

Yours faithfully,

.....

**DEUTSCHE BANK AG, LONDON BRANCH**

Name:

Title:

**Accepted and acknowledged on \_\_\_ February 2016**

.....

ING Luxembourg S.A.

Name:

Title:

.....

ING Luxembourg S.A.

Name:

Title:

SIGNATORIES

The Parent

EXECUTED as a deed  
by ASCENTIAL HOLDINGS LIMITED  
(formerly known as EDEN ACQUISITION 5  
LIMITED)

Signature of Director

Name of Director

in the presence of

Signature of witness

Name of witness

Address of witness

ONE ROPEMAKER STREET  
LONDON EC2Y 9HU

SOLICITOR

Occupation of witness

The Security Agent

EXECUTED as a deed  
by DEUTSCHE BANK AG, LONDON  
BRANCH

\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Name of Authorised Signatory

in the presence of

\_\_\_\_\_  
Signature of witness

Name of witness

Address of witness

Security Agent, London  
W. 100 Street  
London, W. 100 Street  
London, W. 100 Street

BANKER

Occupation of witness

The Global Facility Agent

EXECUTED as a deed  
by DEUTSCHE BANK AG, LONDON  
BRANCH

\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Name of Authorised Signatory

in the presence of

\_\_\_\_\_  
Signature of witness

Name of witness

Address of witness



BANKER

Occupation of witness

The US Facility Agent

EXECUTED as a deed  
by DEUTSCHE BANK AG, NEW YORK  
BRANCH

\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Name of Authorised Signatory

in the presence of

\_\_\_\_\_  
Signature of witness

Name of witness

Address of witness

60 Wall Street  
New York, NY

\_\_\_\_\_  
Occupation of witness

Project Trident - Deed of Release - Signature Page