

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LYNKU Limited		08/22/2016	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Time Inc. (UK) LTD		
Street Address:	110 Southwark Street		
Internal Address:	Blue Fin Building		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SE1 OSU		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3964346	LYNKU	
CORRESPONDENCE DATA			
Fax Number:	2125223383		
<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:	2125223383		
Email:	tipto@timeinc.com		
Correspondent Name:	JENNIFER CHUNG		
Address Line 1:	5th Floor, 225 Liberty Street		
Address Line 4:	New York, NEW YORK 10281		
DOMESTIC REPRESENTATIVE			
Name:	Jennifer Chung		
Address Line 1:	225 Liberty Street, 5th Floor		
Address Line 2:	Time Inc.		
Address Line 4:	New York, NEW YORK 10281		
NAME OF SUBMITTER:	Jennifer Chung		
SIGNATURE:	/Jennifer Chung/		
DATE SIGNED:	10/13/2016		

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Total Attachments: 6

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THIS DEED is dated 22 August 2016

PARTIES

- (1) **LYNKU LIMITED** incorporated and registered in England and Wales with company number 05643274 whose registered office is at 50 Lilyville Road, Fulham, London, SW6 5DW (**Assignor**); and
- (2) **TIME INC. (UK) LTD** incorporated and registered in England and Wales with company number 00053626 whose registered office is at Blue Fin Building, 110 Southwark Street, London SE1 0SU (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the Business Intellectual Property Rights (as defined below).
- (B) Pursuant to the Asset Purchase Agreement (as defined below), the Assignor has agreed to assign the Business Intellectual Property Rights to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

Asset Purchase Agreement: the asset purchase agreement dated the date hereof between the Assignor and the Assignee.

Business: the business of operating and monetising the lovefationsales.co.uk and Lynku.co.uk websites carried on by the Assignor at the Effective Time.

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

Business Registered Intellectual Property Rights: Intellectual Property Rights owned, used or held for use by the Assignor in, or in connection with, the Business set out in Schedule 1.

Business Intellectual Property Rights: Intellectual Property Rights owned, used or held for use by the Assignor in, or in connection with, the Business including, without limitation, the Trade Marks, the Domain Names and all Intellectual Property Rights in the Technology.

Domain Names: the domain names listed at Schedule 1(B).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Technology: the technology owned or used by the Assignor exclusively in the Business, including not less than 150 bespoke crawlers to scrape product data from retailers, related data normalisation scripts, the mail infrastructure, an SQL database of 1 million fashion products and all related dashboards.

Trade Marks: the trade marks listed at Schedule 1(A).

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.

- 1.3 The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedule.
- 1.4 References to clauses and Schedule are to the clauses and Schedules of this Deed.
- 1.5 This Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. ASSIGNMENT

Pursuant to and for the consideration set out in the Asset Purchase Agreement (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Business Intellectual Property Rights, including:

- A) 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
- 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 any other cause of action (including passing off) arising from ownership, of any of the Business Intellectual Property Rights whether occurring before, on or after the date of this Deed.

3. FURTHER ASSURANCE

- 3.1 At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to this Deed, including registration of the Assignee as registered proprietor of the Trade Marks and Domain Names.
- 3.2 The Assignor shall deliver to the Assignee as soon as practicable all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Business Intellectual Property Rights.
- 3.3 The Assignor 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 Deed. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this Deed and the proprietary interest of the Assignee in the Business Intellectual Property 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.
- 3.4 Without prejudice to clause 3.3, the Assignee may, in any way it thinks fit and in the name 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 for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.
- 3.5 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. WAIVER

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.

5. ENTIRE AGREEMENT

5.1 This Deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6. VARIATION

No variation of this Deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. SEVERANCE

7.1 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.

7.2 If any provision or part-provision of this Deed is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed.

9. THIRD PARTY RIGHTS

No one other than a party to this Deed shall have any right to enforce any of its terms.

10. GOVERNING LAW

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

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

Schedule 1

A) **Trade Marks**

- (i) OHIM Community trade mark for LOVEFASHIONSALES number 010285427;
- (ii) OHIM Community trade mark for LYNKU number 008974156; and
- (iii) LYNKU trade mark in US registered number 3,964,346.

B) **Domain Names**

- (i) Lovefashionsales.co.uk;
- (ii) Lovefashionsales.com;
- (iii) Lovefashionsale.co.uk;
- (iv) Lovefashionsale.com;
- (v) Lynku.co.uk;
- (vi) Lynku.com; and
- (vii) Samplesaleslondon.co.uk.

Executed as a deed by **LynkU Limited**)
acting by a director, in the presence of:)
)

.....

Witness

.....

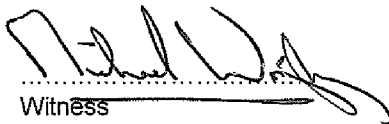
Director

Name of witness:

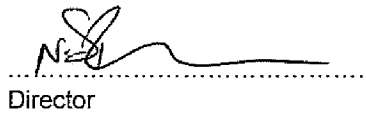
Name of director: Robert Gorton

Address of witness:

Executed as a deed by **Time Inc. (UK) Ltd**)
acting by a director, in the presence of:)
)


.....

Witness


.....

Director

Name of witness: **MICHAEL WRIGLEY**

Name of director: Neil Robinson

Address of witness:

**19 MANOR PARK
KINGSBRIDGE
S. DEVON
TQ7 1BB.**

Executed as a deed by **LynkU Limited**)
acting by a director, in the presence of:)
)

Marcos J. V. Santos Sr.

Witness **MARCOS JOEL VIEGANDS SANTOS SR**

Name of witness: **MARCOS JOEL VIEGANDS
SANTOS SR**

Address of witness: **13 BELTAN ROAD, LONDON
SW6 3AL**

Robert Gorton

Director

Name of director: **Robert Gorton**

Executed as a deed by **Time Inc. (UK) Ltd**)
acting by a director, in the presence of:)
)

.....
Witness

Name of witness:

Address of witness:

.....
Director

Name of director: **Neil Robinson**