

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Discovery Communications, LLC		04/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Betty TV Limited		
Street Address:	The Heals Building, 8 Alfred Mews		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1T 7AA		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86927906	BETTY BETTY	
Serial Number:	86927918	BETTY BETTY BETTY BETTY	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	2028576000		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Anthony V. Lupo		
Address Line 1:	1717 K Street, NW		
Address Line 2:	Arent Fox LLP		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Anthony V. Lupo		
SIGNATURE:	/Anthony V. Lupo/		
DATE SIGNED:	06/20/2017		
Total Attachments: 10			
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DATED

28 APRIL 2017

(1) DISCOVERY COMMUNICATIONS, LLC

- and -

(2) BETTY TV LIMITED

DEED OF ASSIGNMENT OF
TRADE MARKS

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THIS DEED is made on

24 APRIL

2017

BETWEEN:

- (1) **DISCOVERY COMMUNICATIONS, LLC**, a company incorporated in the state of Delaware, United States of America, with registered number 2260199, having its registered office at 1 Discovery Place, 20910 Silver Spring, Maryland, United States of America ("Assignor"); and
- (2) **BETTY TV LIMITED**, company incorporated and registered in England & Wales with company number 4311471 whose registered office is at the Heals Building, 8 Alfred Mews, London W1T 7AA ("Assignee").

BACKGROUND:

- A The Assignor is party to a term sheet dated 2 February 2017 in connection with which DNI Europe Holdings Limited (a member of the same group as the Assignor) has agreed to sell and Wings Acquisition Company Limited has agreed to buy the entire issued share capital of the Assignee pursuant to the terms of sale and purchase agreement dated on or around the date of this deed (the "SPA").
- B The Assignor is the proprietor of the Trade Marks (as defined below).
- C In connection with completion of the SPA, the Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this deed.

IT IS AGREED:

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this deed.

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

"Encumbrance" means any encumbrance, mortgage, charge, security interest, assignment, pledge, lien, option, right of pre-emption, right of first refusal, right of set-off, retention of title or hypothecation in favour of a third party, and howsoever arising, or any other obligation, whether conditional or otherwise, to create any of the foregoing; and

"Trade Marks" the trade marks the particulars of which are set out in schedule 1.

- 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 schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this deed.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

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1.6 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.

1.7 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

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely and free from all Encumbrances all its right, title and interest in and to the Trade Marks, together with the goodwill of the business symbolised by the Trade Marks, including:

- 2.1 all statutory rights and common law rights (to the extent applicable) to the Trade Marks;
- 2.2 the goodwill of the business symbolised by the Trade Marks in United States Trade Mark Application Nos. 86/927906 and 86/927918, as these applications are being assigned as part of the entire business or portion thereof to which the Trade Marks pertain, as required by Section 10 of the United States Trademark Act, 15 U.S.C. §1060; and
- 2.3 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 cause of action (including passing off) arising from ownership of any of the Trade Marks.

3. WARRANTIES

The Assignor warrants to the Assignee that:

- 3.1 it is the sole legal and beneficial owner of, and owns all rights and interest in, each of the Trade Marks;
- 3.2 it is properly registered as the registered proprietor of each of the Trade Marks;
- 3.3 all application, registration, renewal and other fees in respect of each of the Trade Marks have been paid;
- 3.4 other than the Assignee, it has not granted any party the right to use any Trade Mark under any existing licence agreement or otherwise licensed or assigned any of the rights in the Trade Marks; and
- 3.5 each of the Trade Marks is free from all Encumbrances.

4. RECORDAL OF TRANSACTION

The Assignor shall execute such further documents and perform such acts as are reasonably necessary for the purpose of obtaining formal registration or recordal of the Assignee as registered applicant for or registered proprietor of the Trade Marks and otherwise to give effect to the terms of this deed.

5. VAT

All payments made by the Assignee under this deed shall be exclusive of VAT. If any such payment constitutes in whole or in part the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply subject to receipt by the Assignee of a valid VAT invoice in respect of such VAT.

6. NOTICES

- 6.1 Any notice, consent or other communication given under this deed shall be in writing and in English and signed by or on behalf of the party giving it, and shall be delivered by hand or sent by prepaid recorded or special delivery post (or prepaid international recorded airmail if sent internationally) in accordance with the details set out below (and, for the avoidance of doubt, may not be given solely by email):

to the Assignor:

For the attention of: Julian Pitcher

at: Building 2, 566 Chiswick Park, W4 5YB

with a copy (which shall not constitute notice) to DLA Piper UK LLP, 3 Noble Street, London, EC2V 7EE and marked for the attention of Robert Bishop and Ben Forgiel-Jenkins;

to the Assignee:

For the attention of: Chief Executive Officer of All3Media Limited

at: registered office address of All3Media Limited at the relevant time

with a copy (which shall not constitute notice) to notices@all3media.com.

- 6.2 The Parties may from time to time notify each other of any other person or address for the receipt of notices or copy notices. Any such change shall take effect five Business Days after notice of the change is deemed received in accordance with clause 6.3 or (if later) on the date (if any) specified in the notice as the date on which the change is to take effect.
- 6.3 Any notice, consent or other communication given in accordance with clause 6.1 shall for the purposes of this deed be regarded as received:
- 6.3.1 if delivered by hand, on the next Business Day after signature of a delivery receipt; or
 - 6.3.2 if sent by prepaid recorded or special delivery post (or prepaid international recorded airmail if sent internationally), on the second Business Day after posting.
- 6.4 The provisions of this clause 6 shall not apply in relation to the service of process in any legal proceedings or other documents in any legal action arising out of or in connection with this deed.

7. ENTIRE AGREEMENT

7.1 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.

7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this deed. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this deed.

8. VARIATION

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

9. NO 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 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 right or any other right or remedy.

10. SEVERANCE

10.1 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.

10.2 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.

11. COSTS

Save as expressly set out in this deed, each party shall bear their own costs and expenses in connection with this deed.

12. 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.

13. THIRD PARTY RIGHTS

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

14. **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.




15. **JURISDICTION**

15.1 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.

15.2 The Assignor appoints Discovery Corporate Services Limited of Building 2, 566 Chiswick Park, W4 5YB as its agent to receive on its behalf in England and Wales service of any proceedings arising out of or in connection with this deed. Such service shall be effected, and all relevant dates shall be calculated in accordance with, the Civil Procedure Rules. All documents to be served on the agent shall be marked for the attention of Mr Julian Pitcher (or such other individual of which the Assignor may notify the Assignee in writing from time to time) and a copy shall be sent for information only to DLA Piper UK LLP, 3 Nable Street, London, EC2V 7EE and marked for the attention of Robert Bishop and Ben Forgiel-Jenkins. If for any reason the agent ceases to be able to act as agent or no longer has an address in England and Wales, the Assignor shall promptly appoint another individual as a replacement agent and shall give notice to the Assignee of the new agent's name and address within 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 1: TRADE MARKS

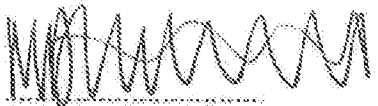
Jurisdiction	Filing no	Registration no	Mark	Class	Filing date	Registration date	Status
European Union	10473254	10473254	BETTY	9, 38, 41	07/12/2011	04/05/2012	Registered
European Union	10473361	10473361		9, 38, 41	07/12/2011	10/05/2012	Registered
United States	86/927906	n/a		9, 38, 41	03/03/2016	n/a	Allowed
United States	86/927916	n/a		9, 38, 41	03/03/2016	n/a	Allowed


Executed as a deed, but not delivered until the)
first date specified on page 1, on behalf of)
DISCOVERY COMMUNICATIONS, LLC,)
a company incorporated in the State of)
Delaware, United States of America, by)

.....)
being a person who, in accordance with the)
laws of that territory, is acting under the)
authority of the company:)

Signature _____
Authorised signatory

Executed as a deed, but not delivered until the)
first date specified on page 1, on behalf of)
BETTY TV LIMITED by a director in the)
presence of a witness)

Signature 
Name (block capitals) M.D. LITTLEFORD
Director

Witness signature 

Witness name C. QUIRK
(block capitals)

Witness address 8 ALFRED NEWS
WIT FAN

Executed as a deed, but not delivered until the)
first date specified on page 1, on behalf of)
DISCOVERY COMMUNICATIONS, LLC,)
a company incorporated in the State of)
Delaware, United States of America, by)

NIKHIL BAJAJ)
being a person who, in accordance with the)
laws of that territory, is acting under the)
authority of the company:)

Signature Nikhil Bajaj
Authorised signatory

Executed as a deed, but not delivered until the)
first date specified on page 1, on behalf of)
BETTY TV LIMITED by a director in the)
presence of a witness)

Signature

Name (block capitals)
Director

Witness signature

Witness name
(block capitals)

Witness address