

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reed Business Information Limited		05/10/2017	Corporation: ENGLAND
RECEIVING PARTY DATA			
Name:	New Scientist Limited		
Street Address:	10 Snow Hill		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC1A2AL		
Entity Type:	Corporation: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1221653	NEW SCIENTIST	
CORRESPONDENCE DATA			
Fax Number:	2485940630		
<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:	2485940630		
Email:	tmdocketing@fishstewip.com		
Correspondent Name:	Michael D. Fishman		
Address Line 1:	39533 Woodward Avenue, Suite 140		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	65134-999 Keltie LLP		
DOMESTIC REPRESENTATIVE			
Name:	Michael D. Fishman		
Address Line 1:	39533 Woodward Avenue, Suite 140		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Michael D. Fishman		
SIGNATURE:	/mdf/		
DATE SIGNED:	07/06/2017		

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Total Attachments: 8

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DATED 10 MAY 2017

(1) REED BUSINESS INFORMATION LIMITED

- and -

(2) NEW SCIENTIST LIMITED

TRADE MARK ASSIGNMENT

TRIVERS SMITH

10 Snow Hill London EC1A 2AL
+44 (0)20 7299 3000 | www.triverssmith.com

THIS AGREEMENT is made on 10 MAY 2017

BETWEEN:

- (1) REED BUSINESS INFORMATION LIMITED, a company incorporated in England under registered number 00151537 and whose registered office is at Quadrant House, The Quadrant, Sutton, Surrey SM2 5AS (the "Assignor"); and
- (2) NEW SCIENTIST LIMITED, a company incorporated in England under registered number 10644366 and whose registered office is at 10 Snow Hill, London EC1A 2AL (the "Assignee"),

(each a "party" and together the "parties").

WHEREAS:

- (A) On or around the date of this Agreement, the Assignor intends to enter into a business sale and purchase agreement pursuant to which it will sell the Business (as defined therein) as a going concern to the Assignee (the "Business Purchase Agreement").
- (B) The Assignor is the legal owner of the Marks (as defined below). Pursuant to the transaction to be effected under the Business Purchase Agreement, the Assignor has agreed to assign the Marks to the Assignee subject to, and in accordance with, the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (including Schedule 1), the following words and expressions shall have the following meanings:

Applications	any applications whereby the Assignor has sought to register the "New Scientist" name (or any similar or derivative version thereof or any associated word, symbol or device) in any jurisdiction throughout the world;
Business Day	any day other than a Saturday, Sunday, bank or other public holiday in England and Wales;

Business Purchase Agreement	has the meaning given to it in Recital A above;
Group	in relation to a company, that company and any parent undertaking of that company and all subsidiary undertakings of that company and its parent undertaking; and
Marks	the Applications and the registered trade marks listed in Schedule 1, together with all such unregistered rights in the name "New Scientist" which belong to the Assignor in any territory and, in each case, all associated goodwill.

1.2 In this Agreement:

- 1.2.1** references to a clause, Schedule or paragraph are (unless otherwise stated) to a clause of or Schedule to this Agreement or to a paragraph of the relevant Schedule. Schedule 1 forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement;
- 1.2.2** any reference to a "company" shall include a reference to any body corporate;
- 1.2.3** any reference to any time or date shall be construed as a reference to the time or date prevailing in England; and
- 1.2.4** any reference to the singular shall include the plural and *vice versa*.

1.3 The headings in this Agreement are for convenience only and shall not affect its meaning.

2. ASSIGNMENT

2.1 The Assignor hereby assigns to the Assignee with full title guarantee all right, title and interest in and to the Marks, including:

- 2.1.1** the right to bring, make, oppose, defend and 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 for the tort of passing off) arising from ownership of the Marks whether occurring before, on or after the date of this Agreement;
- 2.1.2** all rights to apply for registered rights or protection of the Marks in any country in the world; and
- 2.1.3** all rights to any extensions, renewals or amendments of or to the Marks.

3. CONSIDERATION AND PAYMENT

3.1 In consideration of the Assignor assigning the Marks to the Assignee on the terms and conditions of this Agreement, the Assignee hereby agrees to pay to the Assignor the sum of £1 (receipt of which is hereby acknowledged by the Assignor).

4. UNDERTAKINGS OF THE ASSIGNOR

4.1 The Assignor hereby undertakes, for a period for which the Marks are used by the Assignee and its Group plus a further period of three years thereon, that it shall not, and shall procure that the other companies within its Group shall not:

4.1.1 register or seek to register anywhere in the world any mark similar or identical to any of the Marks either alone or in combination with any word, name, symbol or device or assist any person (other than the Assignee) to do so; or

4.1.2 oppose any Application or any other application by the Assignee to register any sign or mark which is the same as or similar to any of the Marks anywhere in the world or apply to have any registration revoked; or

4.1.3 bring any action or proceedings (whether for trade mark infringement, passing-off, unfair competition or otherwise) against the Assignee (or any licensee of the Assignee) in respect of the use of any of the Marks or any trade mark, name or logo which is similar to the Marks, or assist any third party in bringing any such action or proceedings; or

4.1.4 disclose the existence or content of this Agreement to any third party without the Assignee's prior written consent provided that nothing in this clause 4.1.4 shall prevent the Assignor or a member of its Group from disclosing the existence or content of this Agreement:

(a) to its directors, employees or contractors who need to know such information in order to discharge their duties;

(b) to its professional advisers and auditors for the purpose of receiving their advice;

(c) to the extent required by applicable legislation or for the purpose of any judicial proceedings;

(d) to the extent the information has come into the public domain through no fault of that party; and

(e) to effect recordal of the assignment of the Marks.

5. FURTHER ASSURANCE

The Assignor shall (at the request of the Assignee acting reasonably) render such assistance, provide all such documents (including, without limitation, all registration certificates for the Marks), do all acts and execute all documents and, so far as it is able, procure the deposing to or swearing of any declarations or oaths which may be necessary for vesting the Marks in the Assignee and for conferring on the Assignee rights of action in relation to any infringement by third parties of the Marks, which may have occurred prior to or on the date of this Agreement.

6. ENTIRE AGREEMENT

6.1 This Agreement (together with any documents referred to herein or therein or required to be entered into pursuant to this Agreement) contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement and any such document.

7. VARIATIONS AND WAIVERS

7.1 No variation of this Agreement shall be effective unless made in writing, signed by or on behalf of each of the parties and expressed to be such a variation.

7.2 No failure or delay by any party or time or indulgence given in exercising any remedy or right under or in relation to this Agreement shall operate as a waiver of the same, nor shall any single or partial exercise of any remedy or right preclude any further exercise of the same or the exercise of any other remedy or right.

7.3 No waiver by any party of any requirement of this Agreement, or of any remedy or right under this Agreement, shall have effect unless given in writing and signed by such party. No waiver of any particular breach of the provisions of this Agreement shall operate as a waiver of any repetition of such breach.

8. SUCCESSORS AND ASSIGNS

This Agreement may only be relied on by the parties to it and is not intended to benefit any third party or be directly or indirectly enforceable by any third party. Notwithstanding the foregoing, this Agreement shall be binding on the successors and assigns of the parties.

9. COSTS

Save as otherwise expressly provided in this Agreement each party shall bear its own costs, fees and expenses in connection with the negotiation, preparation and execution of this Agreement.

10. COUNTERPARTS

This Agreement may be executed as two counterparts and execution by each party of any one of such counterparts shall constitute due execution of this Agreement.

11. NOTICES

11.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to the applicable address which is set out next to the party names at the beginning of this Agreement (or such other address as a party may specify by providing no less than 7 days' written notice to the other party).

11.2 Any notice or communication shall be deemed to have been received:

11.2.1 if delivered by hand, at the time the notice is left at the proper address; and

11.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

12. SEVERANCE

If any provision or part-provision of this Agreement 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 remainder of this Agreement.

13. GOVERNING LAW AND JURISDICTION

This Agreement and the rights and obligations of the parties shall be governed by, and construed in accordance with, the laws of England and Wales, and each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

THIS AGREEMENT has been duly executed on the date set out above.

SIGNED by)
for and on behalf of)
REED BUSINESS INFORMATION)
LIMITED)



JAMIE O'SULLIVAN

SIGNED by)
for and on behalf of)
NEW SCIENTIST LIMITED)

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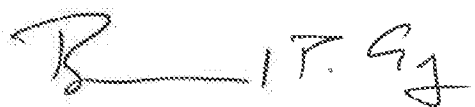
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THIS AGREEMENT has been duly executed on the date set out above.

SIGNED by)
for and on behalf of)
REED BUSINESS INFORMATION)
LIMITED)

SIGNED by *BERNARD GRAY*)
for and on behalf of)
NEW SCIENTIST LIMITED)



SCHEDULE 1

TRADE MARKS

Proprietor	Mark	Territory	Class	Application Date	Registration Number	Registration date	Renewal date
Reed Business Information Limited	NEW SCIENTIST	US	16	17/08/1981	1221653	28/12/1982	28/12/2022