

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ascential UK Holdings Limited	FORMERLY Emap Limited	12/29/2017	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Prysm RWM Limited		
Street Address:	Floor 6c Whitefriars		
Internal Address:	Lewins Mead		
City:	Bristol		
State/Country:	UNITED KINGDOM		
Postal Code:	BS1 2NT		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4531986	RWM	
Registration Number:	4531988		
CORRESPONDENCE DATA			
Fax Number:			
<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:	615 782 2200		
Email:	alexandra.mackay@stites.com		
Correspondent Name:	Alexandra MacKay		
Address Line 1:	401 Commerce Street		
Address Line 2:	Suite 800		
Address Line 4:	Nashville, TENNESSEE 37219		
NAME OF SUBMITTER:	Alexandra MacKay		
SIGNATURE:	/Alex/		
DATE SIGNED:	01/05/2018		
Total Attachments: 9			
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Deed of Assignment

Dated 29th December 2017

- (1) Ascential UK Holdings Limited
- (2) Prysm RWM Limited

102893847-2

Clarke Willmott LLP 1 Georges Square, Bath Street, Bristol, BS1 6BA, United Kingdom

DX: 78247 Bristol 1 switchboard 0345 209 1000 w: clarkewillmott.com

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This Deed is made on

29th December

2017

Between:

- (1) Ascential UK Holdings Limited incorporated and registered in England and Wales with company number 00537204 whose registered office is at c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London, W1B 5AP (the "**Assignor**"); and
- (2) Prysm RWM Limited incorporated and registered in England and Wales with company number 11102321 whose registered office is at Floor 6c Whitefriars, Lewins Mead, Bristol, BS1 2NT (the "**Assignee**").

Background:

- (A) Ascential Events Limited ("**Ascential Events**"), being a group undertaking (as defined in section 1161(5) of the Companies Act 2006) of the Assignor carries on the business of hosting and promoting the trade show "RWM" ("**Business**").
- (B) Pursuant to a business purchase agreement dated on or about the date hereof ("**Agreement**"), Ascential Events has agreed with the Assignee for the sale to the Assignee of the Business.
- (C) The Assignor acquired a forerunner of the RWM trade show, known as Futuresource Exhibition and is the registered owner of the trade marks ("**Trade Marks**") listed at schedule 1 to this deed and used by Ascential Events in the Business.
- (D) The Assignor has agreed to assign to the Assignee all of its property, rights and claims in the Business and in the Trade Marks on the terms of this deed.

It is agreed as follows:

1 Interpretation

- 1.1 The definitions and rules of interpretation which apply to the Agreement shall also, unless defined herein, apply to this Deed.

2 Assignment

- 2.1 The Assignor hereby assigns to the Assignee with full title guarantee and free from all Encumbrances the following property, rights and claims:

- 2.1.1 all rights, title and interest that it has (or may have) in the Business, including without limitation any such right, title and interest that derives from the Futuresource Exhibition acquired from the Chartered Institution of Wastes Management or the Joint Exhibition (as defined in an Agreement between, inter alios, the Chartered Institution of Wastes Management and the Assignor (previously Emap Limited) dated 22 December 2010); and

- 2.1.2 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

2.1.3 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 any other cause of action (including passing off) arising from ownership, of the Trade Marks whether occurring before, on or after the date of this agreement.

2.1.4 all rights title and interest in the Business Intellectual Property Rights including 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 arising from ownership, of the Business Intellectual Property Rights whether occurring before, on, or after the date of this Agreement

to hold the same unto the Assignee absolutely.

3 Further assurance

3.1 At the Assignee's expense, the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver 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 the registered proprietor of the Trade Marks.

3.2 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. A certificate in writing, signed by any director or the secretary of the Assignor or by any person appointed in accordance with clause 3.3.3, that any instrument or act falls within the authority conferred by this Deed shall be conclusive evidence that such is the case so far as any third party is concerned. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Trade Marks 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.

3.3 Without prejudice to clause 3.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

3.3.1 take any action that this Deed requires the Assignor to take;

3.3.2 exercise any rights which this Deed gives to the Assignor; and

3.3.3 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 thinks fit and revoke such appointment.

3.4 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 Variation

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

6 Severance

6.1 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 agreement.

6.2 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.

7 Counterparts

7.1 This agreement 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 agreement

7.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

8 Third party rights

No one other than a party to this Deed, their successors and permitted assignees, shall have any right to enforce any of its terms. The Assignor may assign the benefit of this Deed to any other member of its group or any subsequent purchaser of the Business.

9 Governing law

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

10 Jurisdiction

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

This document has been signed as a deed and delivered on the date first above written

Executed as a deed
by Ascential UK Holdings Limited
acting by
in the presence of:

)
) *[Handwritten Signature]*
)

Witness signature:

)
) *[Handwritten Signature]*
)

Witness name:

)
) NATASHA CIRLING
)

Witness address:

)
) 57 CROFTON AVENUE
)

)
) BEXLEY, D15 3AS
)

Witness occupation:

)
) E.A
)

Executed as a deed
by Prysm RWM Limited
acting by
in the presence of:

)
)
)
)

Witness signature:

Witness name:

Witness address:

Witness occupation:

Executed as a deed)
by Ascential UK Holdings Limited)
acting by)
in the presence of:)

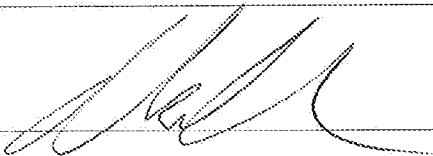
Witness signature: _____

Witness name: _____

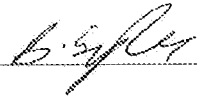
Witness address: _____

Witness occupation: _____

Executed as a deed)
by Prysm RWM Limited)
acting by NICK MOSS)
in the presence of:)



Witness signature: _____



Witness name: _____

BARNEY SYKES

Witness address: _____

Clarke Willmott LLP
Solicitors
1 Georges Square
Bath Street
Bristol BS1 6BA

Witness occupation: _____

Trainee Solicitor

Schedule 1 --Trade Marks

Trademark	Country	Registration Number
	United States of America	4531988
RWM	United States of America	4531986