

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FremantleMedia Limited		01/01/2018	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Media Chain Group Ltd		
Street Address:	127 Portland Street		
City:	Manchester		
State/Country:	UNITED KINGDOM		
Postal Code:	M1 4PZ		
Entity Type:	Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5039787	BLUE MOON RISING TV	
Registration Number:	5057973	FULL TIME DEVILS	
Registration Number:	5030787	SPURRED ON	
Registration Number:	5057767	THE FOOTBALL REPUBLIC	
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>			
Email:	isabelle.brender@fremantlemedia.com		
Correspondent Name:	Isabelle Brender		
Address Line 1:	1 Stephen Street		
Address Line 4:	London, UNITED KINGDOM W1T 1AL		
ATTORNEY DOCKET NUMBER:	Media Chain assignment		
NAME OF SUBMITTER:	Isabelle Brender		
SIGNATURE:	/I Brender/		
DATE SIGNED:	01/24/2018		
Total Attachments: 10			
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DATED 4 January 2018 ~~2017~~

FREMANTLE MEDIA LIMITED

and

MEDIA CHAIN GROUP LTD

**ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS**

**Bird & Bird LLP
12 New Fetter Lane
London EC4A 1JP**

**Tel: 020 7415 6000
www.twobirds.com
Ref: JAMP/TAS/MEDCQ.0001**

**TRADEMARK
REEL: 006256 FRAME: 0186**

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THIS AGREEMENT dated 4 January 2018 ~~2017~~ is made between:

PARTIES

- (1) **FREMANTLE MEDIA LIMITED** a company registered in England and Wales under registration number 00276928, the registered office of which is at 1 Stephen Street, London W1T 1AL (the "Assignor"); and
- (2) **MEDIA CHAIN GROUP LIMITED** a company registered in England and Wales under registration number 10611522, the registered office of which is at 127 Portland Street, Manchester M1 4PZ (the "Assignee").

RECITALS

- (A) The Assignor owns or controls the Trade Marks, the Domain Names, the Social Media Accounts and all other Intellectual Property Rights comprised in the Business Intellectual Property (each as defined below).
- (B) Pursuant to the Asset Purchase Agreement (as defined below) the Assignor has agreed to assign to the Assignee the Intellectual Property Rights comprised in the Business Intellectual Property on the terms set out in this agreement.

WHEREBY IT IS AGREED as follows:

1. INTERPRETATION

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

1.1 Definitions:

"**Asset Purchase Agreement**" means an asset purchase agreement between the Assignor, the Assignee and Dacapo s.á.r.l of even date;

"**Business**" has the meaning given in the Asset Purchase Agreement;

"**Business Intellectual Property**" means the Intellectual Property Rights owned by the Assignor and which are used exclusively in connection with the Business immediately prior to the Effective Date, including but not limited to:

- (i) the Trade Marks;
- (ii) the Domain Names
- (iii) the Content; and
- (iv) the Social Media Accounts;

"**Content**" means copyright in any of the content exclusively used in the Business and which is owned by the Assignor, including but not limited to that listed in *Schedule 3*;

"**Domain Names**" means the domain names set out in *Schedule 2*;

"**Effective Date**" means the date of this Agreement;

"Intellectual Property Rights" means:

- (a) patents, designs and trade marks (whether registered or unregistered), copyright and related rights, database rights, rights in and to domain names, know-how and confidential information;
- (b) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and
- (c) applications, registrations, extensions and renewals in relation to any such rights;

"Social Media Accounts" means the social media accounts and handles set out in *Schedule 4*; and

"Trade Marks" means the registered trade marks short particulars of which are set out in *Schedule 1*.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement 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 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax but not email.
- 1.10 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, 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, including:

- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks or claiming priority from the same;
- 2.1.2 all rights to claim priority from any of the Trade Marks;
- 2.1.3 all goodwill attaching to the Trade Marks and to the Business; and
- 2.1.4 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 any of the Business Intellectual Property whether occurring before, on, or after the date of this agreement.

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 reasonably be required for the purpose of giving full effect to this agreement, including:

- 3.1.1 registration of the Assignee as applicant or (as applicable) proprietor of the Trade Marks;
- 3.1.2 promptly completing all formalities (including the provision of online domain name account details and passwords, the selection and completion of relevant change of registrant and change of administrative contact functions within such domain name accounts, the provision of email or other online notice or confirmation notifying the registrar of the domain name transfer, the changing of webhosts and the completion and signing of documents) that are reasonably required to transfer full and unconditional ownership and technical control of the Domain Names to the Assignee, including the change of registrant name, change of administrative contact and, where required by the Assignee, change of registrar and webhost; and
- 3.1.3 on the Assignee providing reasonable notice, assisting the Assignee at reasonable times in obtaining, defending and enforcing the Business Intellectual Property, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Business Intellectual Property.

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement 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 agreement 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.
- 5.2 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 agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

6. **VARIATION**

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

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**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

9. **GOVERNING LAW**

This agreement 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.

10. **JURISDICTION**

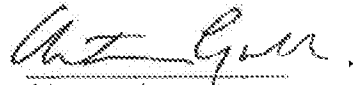
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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Executed by the parties:

SIGNED by CHRISTIAN GROSSER
a director of
MEDIA CHAIN GROUP LIMITED

)
)
)
)


(signature)

SIGNED by _____
a director of
FREMANTLE MEDIA LIMITED

)
)
)
)

(signature)

Executed by the parties:

SIGNED by
a director of
MEDIA CHAIN GROUP LIMITED

)
)
)
)

(signature)

SIGNED by JALQUELINE MURETON
a director of
FREMANLEMEDIA LIMITED

)
)
)
)


(signature)

SCHEDULE 1

Trade Marks

Country	Mark	Classes	Registration No.	Registration date	Renewal Date
AUSTRALIA	BLUE MOON RISING TV	09,25,38,41	1746151	14-Jan-16	14-Jan-26
AUSTRALIA	THE FOOTBALL REPUBLIC	09,25,38,41	1697917	06-Jun-15	06-Jun-25
AUSTRALIA	FULL TIME DEVILS	09,25,38,41	1746152	14-Jan-16	14-Jan-26
AUSTRALIA	SPURRED ON	09,26,38,41	1746150	14-Jan-16	14-Jan-26
EUTM	BLUE MOON RISING	09,25,38,41	014356951	14-Jul-15	14-Jul-25
EUTM	FULL TIME DEVILS	09,25,38,41	014356935	14-Jul-15	14-Jul-25
EUTM	SPURRED ON	9,25,38,41	014356992	14-Jul-15	14-Jun-25
EUTM	THE FOOTBALL REPUBLIC	09,25,38,41	14187421	01-Jun-15	01-Jun-25
USA	BLUE MOON RISING TV	09,25,38,41	5039787	13-Jan-16	13/01/2022 - 13/01/2026
USA	FULL TIME DEVILS	09,25,38,41	5057973	11-Oct-16	11/10/2022 - 11/10/2026
USA	SPURRED ON	09,25,38,41	5030787	30-Aug-16	30/08/2022 - 30/08/2026
USA	THE FOOTBALL REPUBLIC	9,38,41	5057767	11-Oct-16	11/10/2022 - 11/10/2026

