

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475123

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FREMANTLE MEDIA LIMITED		01/24/2018	Limited Liability Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BOAT ROCKER RIGHTS INC.		
<b>Street Address:</b>	595 Adelaide Street East		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5A 1N8		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4894156	DANGER MOUSE	
<b>Registration Number:</b>	5029504	DANGER MOUSE	
<b>Serial Number:</b>	86696605	DANGER MOUSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325767		
<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>			
<b>Phone:</b>	215-569-5767		
<b>Email:</b>	eknox@blankrome.com		
<b>Correspondent Name:</b>	David M. Perry		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	145827-00111		
<b>NAME OF SUBMITTER:</b>	David M. Perry		
<b>SIGNATURE:</b>	/David M. Perry/		
<b>DATE SIGNED:</b>	05/23/2018		
<b>Total Attachments: 6</b>			
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**Weil**

FINAL

24 January 2018

**Assignment of Trade Marks**

**between**

**FREMANTLEMEDIA LIMITED**

**and**

**BOAT ROCKER RIGHTS INC.**

THIS AGREEMENT is made on the 24 day of January 2018

**BETWEEN**

- (1) **FREMANTLEMEDIA LIMITED** incorporated and registered in England and Wales with company number 0276928 whose registered office is at 1 Stephen Street, London, W1T 1AL (the "Assignor"); and
- (2) **BOAT ROCKER RIGHTS INC.** incorporated and registered in Ontario, Canada with incorporation number 2029240 and Canada Revenue Agency number 88285 5406, whose registered office is at 595 Adelaide Street East, Ontario, Canada, M5A 1N8 (the "Assignee").

**BACKGROUND**

- (A) This Agreement is entered into pursuant to the APA (as defined below) and the Assignor has agreed to assign the Trade Marks (as defined below) to the Assignee on the terms and conditions set out in this Agreement.

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

The following definitions apply in this Agreement:

"APA" means the Asset Purchase Agreement for the sale and purchase of part of the FremantleMedia Kids & Family business between the Assignor, the Assignee and Boat Rocker Media Inc. dated [ ].

"Trade Marks" the registered trade marks and the trade mark applications, short particulars of which are set out in *Schedule 1*.

**2. ASSIGNMENT**

Pursuant to and for the consideration set out in the APA, the Assignor hereby assigns to the Assignee absolutely: all its right, title and interest in and to the Trade Marks including the Assignor's rights of entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks; the Assignor's right to goodwill attaching to the Trade Marks; and the Assignor's right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages or account of profits recovered) in respect of any infringement arising from, on or before the date of this Agreement, or any other cause of action, arising from, on or before the date of this Agreement, arising from ownership (or joint ownership where applicable) of any of the Trade Marks.

**3. FURTHER ASSURANCE**

- 3.1 Subject to clause 3.2, the Assignor shall promptly, and shall use reasonable endeavours to procure that any necessary third party shall promptly, at its own cost do, perform, sign, execute and deliver all such acts, deeds, documents and things as the Assignee may from time to time reasonably require, in a form and in terms satisfactory to the Assignee (acting reasonably) to give full effect to this Agreement and to secure for the Assignee the full benefit of the rights, powers and remedies conferred upon it in this Agreement.

- 3.2 In the event that the Assignee requires the Assignor to be joined to any proceedings in respect of infringement of any of the Trade Marks arising before the date of this Agreement, or any other cause of action arising from ownership of any of the Trade Marks arising before the date of this Agreement, the reasonable costs incurred by the Assignor in doing shall be borne by the

Assignee and the Assignee shall indemnify (on demand) the Assignor in respect of such reasonable costs.

**4. COUNTERPARTS**

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.

**5. GOVERNING LAW AND JURISDICTION**

5.1 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.

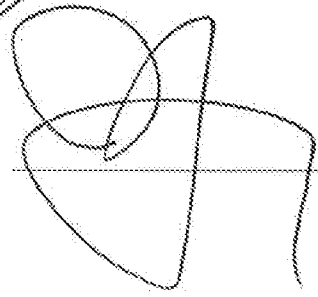
5.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING OF IT.**

SIGNED for and on behalf of )  
FREMANTLE MEDIA LIMITED )

Name 

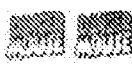
SIGNED for and on behalf of )  
BOAT ROCKER RIGHTS INC. )



Name 

**SCHEDULE 1**

**TRADE MARKS**


**REGISTERED TRADE MARKS AND APPLICATIONS**

Trade Marks owned by Assignor							
Country	Mark	Classes	Trade mark No.	Filing Date	Registration Date	Renewal Date	Status
Australia	DANGER MOUSE	16, 25	1313868	6 Aug 2009	18-Mar-2010	6-Aug-2019	Registered
		09, 38, 41	1424281	10-May-2011	12-Dec-2012	10-May-2021	Registered
		3, 18, 21, 24, 28, 30	1627935	12-Jun-2014	12-Jan-2016	12-Jun-2024	Registered
Canada	DANGER MOUSE	03, 09, 14, 16, 18, 21, 24, 25, 28, 30, 41	1720016	19-Mar-2015	NA		Pending/Allowed Declaration of Use due 19-Mar-2018
China	DANGER MOUSE	09	16945322	14-May-2015	21-Jul-2016	20-Jul-2026	Registered
		16	16945321	14-May-2015	21-Jul-2016	20-Jul-2026	Registered
		25	16945320	14-May-2015	21-Jul-2016	20-Jul-2026	Registered
		28	16945319	14-May-2015	21-Jul-2016	20-Jul-2026	Registered
		38	16945318	14-May-2015	21-Jul-2016	20-Jul-2026	Registered
	神勇小白鼠 (DM in Chinese)	41	16945317	14-May-2015	21-Jul-2016	20-Jul-2026	Registered
		09	19378537	22-Mar-2016	28-Jun-2017	27-Jun-2027	Registered
		16	19378536	22-Mar-2016	28-Apr-2017	27-Apr-2027	Registered
		25	19378535	22-Mar-2016	28-Apr-2017	27-Apr-2027	Registered
		28	19378534	22-Mar-2016	28-Apr-2017	27-Apr-2027	Registered
European Union	DANGER MOUSE	03, 16, 18, 25, 41	008620874	16-Oct-2009	10-Feb-2010	16-Oct-2019	Registered
		09, 21, 24, 28, 30	012999033	16-Jun-2014	17-Oct-2014	16-Jun-2024	Registered
		03, 09, 16, 18, 21, 25, 28, 30, 38, 41	999685	16-Jun-2014	6-Jan-2015	16-Jun-2024	Registered
New Zealand	DANGER MOUSE	03, 09, 16, 18, 21, 25, 28, 30, 38, 41	999685	16-Jun-2014	6-Jan-2015	16-Jun-2024	Registered
United Kingdom	DANGER MOUSE	09, 16, 21, 24, 25, 28, 30, 41	2290389	18-Jan-2002	25-Jul-2003	18-Jan-2022	Registered
		18, 20, 25, 26	1180182A	13-Aug-1982	13-Aug-1982	13-Aug-2023	Registered
			9, 16, 21, 24, 25, 26, 28, 30	2290120	15-Jan-2002	7-Mar-2003	15-Jan-2022

		41 21, 24, 25, 26, 30	2290118A	15-Jan-2002	20-Jun-2003	15-Jan-2022	Registered
		09, 16, 28, 41	2290118B	15-Jan-2002	7-Nov-2003	15-Jan-2022	Registered
USA	DANGER MOUSE	3, 18, 41	4894156	11-Jun-2014	2-Feb-2016	<p>Earliest date Declaration of Use can be filed: 02 Feb 2021</p> <p>Latest date Declaration of Use can be filed without paying additional fee: 02 Feb 2022</p> <p>Latest date Declaration of Use can be filed by paying an additional fee: 02 Aug 2022</p> <p>Renewal Date: 02 Feb 2026</p>	Registered
		16, 21, 24, 25, 28, 30	5029504	11-Jun-2014	30-Aug-2016	<p>Earliest date Declaration of Use can be filed: 30 Aug 2021</p> <p>Latest date Declaration of Use can be filed without paying additional fee: 30 Aug 2022</p> <p>Latest date Declaration of Use can be filed by paying an additional fee: 28 Feb 2023</p>	Registered

						Renewal Date: 30 Aug 2026	
		9	86696605	17-Jul-2015		Declaration of use: 31-Nov-2017	Abandoned 1-Jan-2018 Application to reinstate made 22-Jan-2018

**Trade Marks jointly owned by the Assignor and the BBC pursuant to the BBC Contract [Data Room Ref. 4.1.2]**

Country	Mark	Classes	Trade mark No.	Filing Date	Registration Date	Renewal Date	Status
Australia	BITZ & BOB	9, 25, 28, 38, 41	1779606	28 Jun 2016	N/A		Pending Payment of registration fee due by 18-Jul-2018
European Union	BITZ & BOB	09, 16, 25, 28, 38, 41	13904982	1-Apr-2015	12-Oct-2015	1-Apr-2025	Registered
USA		09, 16, 25, 28, 41	87/199458	11-Oct-2016	NA		Pending/Allowed Declaration of Use due 4-Jul-2018