## 900468763

10/04/2018

#### TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

erly Execution Date	Entity Type
09/27/2018	INDIVIDUAL: UNITED STATES
09/27/2018	Gerporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Simon Goldberg, Ian Leggett, Dick Pountain and David Bliss -The Executors of the FELIX DENNIS (Deceased) Estate		
Street Address:	9-11 Kingly Street	1	•
City:	London		
State/Country:	ENGLAND	· · · · · · · · · · · · · · · · · · ·	SSC
Postal Code:	W1R 5LD		
Entity Type:	Estate: UNITED KINGDOM		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2296317	THE WEEK
Registration Number:	2529863	ALL YOU NEED TO KNOW ABOUT EVERYTHING TH

### **CORRESPONDENCE DATA**

Fax Number:

2123260806

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.

Phone:

212-326-0813

Email:

kholder@pryorcashman.com

Correspondent Name:

Kamilah M. Holder

Address Line 1:

7 Times Square

Address Line 2:

Pryor Cashman LLP

16584.00002

Address Line 4:

New York, NEW YORK 10036

# ATTORNEY DOCKET NUMBER: **DOMESTIC REPRESENTATIVE**

Name:

Robert J. deBrauwere

Address Line 1:

7 Times Square

Address Line 2:

Pryor Cashman LLP

Address Line 4:

New York, NEW YORK 10036

NAME OF SUBMITTER:	Robert J. deBrauwere	
SIGNATURE:	/ROBERT J DEBRAUWERE/	
DATE SIGNED:	10/04/2018	
Total Attachments: 7		
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# TRAVERS SMITH

10 Snow Hill London EC1A 2AL +44 (0)20 7395 3000 | 101010.transcriptific.com

DATED September 2018

# **BETWEEN**

- (1) PETER GODFREY
- (2) MAGICCIRC, LLC as Chargees

and

(3) THE ESTATE OF FELIX DENNIS as Chargor

**DEED OF RELEASE** 

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#### BETWEEN:

- (1) PETER GODFREY of 128 Beachside Avenue, Westport, Connecticut 06880, United States of America ("PG");
- (2) MAGICCIRC, LLC a limited liability corporation with its registered with its registered office at PO Box 25259, Christiansted, US Virgin Islands 00284 ("Magiccirc" and together Magiccirc and PG are the "Chargees"); and
- (3) THE EXECUTORS OF THE FELIX DENNIS ESTATE (DECEASED) being Simon Goldberg of 87-91 Newman Street, London, W1T 3EY, Ian Leggett of 3<sup>rd</sup> Floor, 6 Kingly Street, London, W1B 5PF, Dick Pountain of 8 Rousden Street, London, NW1 0SU and David Bliss of Whale House, Whale, Askham, Penrith, Cumbria, CA10 2PT (the "Chargor").

#### NOW THIS DEED WITNESSES as follows:

#### 1. DEFINITIONS

In this Deed:

"Additional Consideration Agreement" means that additional security agreement entered into between the Chargees and the Chargor and dated 18 June 2008.

"Documents" means the Trademark Security Agreement and the Additional Consideration Agreement (and "Document" shall be construed accordingly).

"Trademark Security Agreement" means the trademark security agreement, entered into between the Chargees and the Chargor and dated 18 June 2008.

## 2. INTERPRETATION

Capitalised terms not defined in this Deed will have the meaning given to them in the Trademark Security Agreement.

#### 3. RELEASE

Each Chargee hereby irrevocably and unconditionally:

- 3.1 releases and discharges the Chargor from its covenants, undertakings and other obligations and liabilities whether present or future, actual or contingent arising in, under or pursuant to the Documents and confirms that it has no outstanding rights or claims against the Chargor in respect of any such covenants, undertakings, obligations or liabilities; and
- 3.2 surrenders, reassigns, releases and discharges to the Chargor free of any lien, charge, attachment, security interest or other encumbrance all the property and assets, including but not limited to the Marks and those marks set out in Schedule 1 of this Deed, charged

and/or assigned by it under the Documents, to hold the same freed and discharged from the Documents and all claims and demands thereunder.

#### 4. TERMINATION

With effect from the date of this Deed each party to this Deed agrees that the Trademark Security Agreement shall be terminated and cancelled and no party shall have, or be entitled to exercise, any rights it may have under the Trademark Security Agreement.

#### 5. FURTHER ASSURANCE

- **5.1** Each Chargee shall at the date of this Deed return to the Chargor all other documents and instruments (if any) provided to it by the Chargor pursuant to a Document.
- 5.2 At any time after the date of this Deed each Chargee shall, at the request and at the expense of the Chargors, execute all such documents and do all such acts and things as may reasonably be required to give effect to the provisions of this Deed.

#### 6. COSTS AND EXPENSES

Each party to this Deed shall bear their or its (as applicable) own costs and expenses in connection with the preparation, negotiation, and execution of this Deed.

#### 7. COUNTERPARTS

This Deed may be executed in counterparts which together will constitute one and the same instrument.

## 8. THIRD PARTY RIGHTS

Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed may not enforce or enjoy the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999 and, notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required for any variation (including any release or compromise of any liability) or termination of this Deed.

#### GOVERNING LAW AND JURISDICTION

- 9.1 This Deed and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.
- 9.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (a "Dispute")).
- 9.3 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

IN WITNESS whereof this Deed was executed as a deed by the parties the date first above written.

REEL: 006455 FRAME: 0944

# SCHEDULE 1 MARKS

European Community 9, 16, 41 Registered Dennis IP TW Limited 004325957  Fortugal 16 Registered Dennis IP TW Limited 00552382  Canada 9, 16, 35, 41 Registered Dennis IP TW Limited 10552582  Canada 5, 16 Registered Dennis IP TW Limited 10552582  United States 16 Registered Dennis IP TW Limited 2296317
16 Registered Felix Dennis IP TW Limited 16 Registered Dennis IP TW Limited 3, 16, 35, 41 Registered Dennis IP TW Limited 5, 16 Registered Felix Dennis IP TW Limited ates 16 Registered Dennis IP TW Limited ates 16 Registered Relix Dennis IP TW Limited
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16 Registered Dennis IP TW Limited 16 Registered Felix Dennis
16 Registered Fellx Dennis

4150-6064-4375/3/NBB/NBB

	SIGNATURES
CHARGEES	
SIGNED as a DEED	
by <b>PETER GODFREY</b> in the presence of:	) (Signature)
Witness signature: 1	-
Witness name: Vicky Cod	ok
Witness address: 3-4 Franc	
Nerwalk CT o	
Witness occupation: OFFICE V	Nanger
EXECUTED and DELIVERED	<u>;</u> ).
as a <b>DEED</b> by <b>MAGICCIRC, LLC</b>	
	)
acting by	) Director
	);
in the presence of:	
Witness signature:	
Witness name:	
Witness address:	
enderenderenderenderenderenderenderende	

Witness occupation:

Witness occupation:	
EXECUTED and DELIVED as a DEED by MAGICCIR	C. 1. 10 / 10 / 10 / 10 / 10 / 10 / 10 /
acting by	A Contractor Contractor
in the presence of:	The state of the s
Witness signature:	
Witness name: 17/11/21	70 FL072/L
Witness address: 180 414	the Callery Mande of the Callery of
TOKULE CENT	1E N.S. 11570
Witness occupation: COME	
CHARGOR  by SIMON COLDBERG, IAN LECCETT, DICK POUNTAIN and DAVID BLISS as executions of the estate of Fedix Dennis (decreased) in the presence of:	Simon Couldway  Signature of Witness:  Authors:
	Occupation
	ins inggest
	Signature of Witness
	Full Name of Witness
	Address
× ×	Chrispanion

TRADEMARK REEL: 006455 FRAME: 0947

RECORDED: 10/04/2018