

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Felix Dennis		02/06/2014	INDIVIDUAL: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Dennis Holdings Limited		
Street Address:	6 Kingly Street, 3rd Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1B 5PF		
Entity Type:	Private Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4378704	SEEK A GEEK	
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:	212-326-0418		
Email:	rdeBrauwere@pryorcashman.com		
Correspondent Name:	Robert J. deBrauwere		
Address Line 1:	Pryor Cashman LLP		
Address Line 2:	7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	16584.00002		
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/		

CH \$40.00 4378704

DATE SIGNED:

11/06/2018

Total Attachments: 21

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DATED

02/06/14

ASSET PURCHASE AGREEMENT

between

FELIX DENNIS

and

DENNIS HOLDINGS LIMITED

THIS AGREEMENT is dated

2 June 2014

PARTIES

- (1) **FELIX DENNIS** whose private office is at 9-11 Kingly Street, London W1B 5PN (Seller).
- (2) **DENNIS HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 06400281 whose registered office is at 9-11 Kingly Street, London W1B 5PN (Buyer).

BACKGROUND

The Seller has agreed to sell and the Buyer has agreed to purchase the Business (comprising the Assets) as a going concern subject to and on the terms and conditions of this agreement.

AGREED TERMS

1. **INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

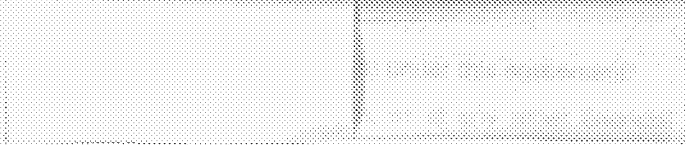
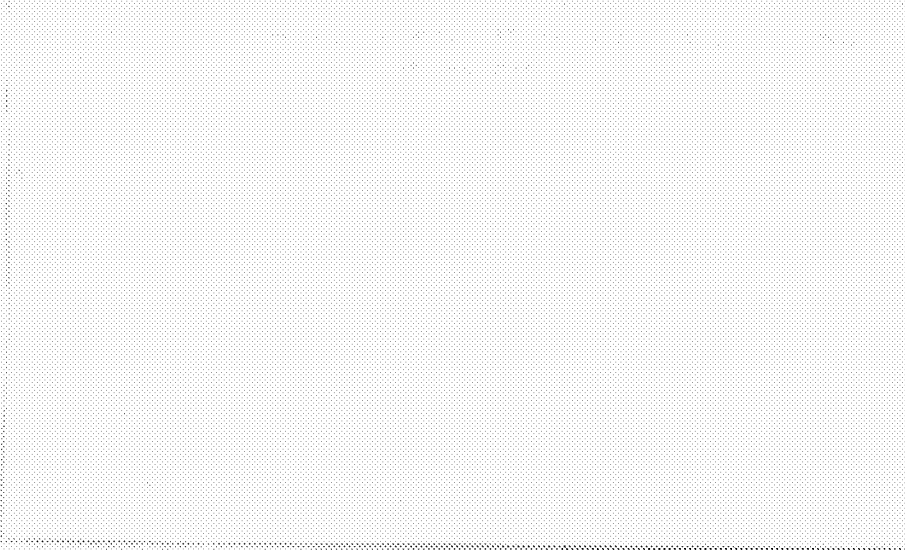
Business Intellectual Property Rights: the intellectual property rights referred to in Schedule 3.



2. AGREEMENT TO SELL AND PURCHASE

2.1 The Seller shall sell (with Clause 2.1(b), (c), (d), (f), (g) and (h) subject to all Encumbrances existing at the date of this agreement) and the Buyer shall buy, with effect from the Effective Time, the Business as a going concern comprising the assets listed below:

(e) the Seller shall hereby assign to the Buyer with full title guarantee for the Buyer to hold absolutely all right, title and interest, whether legal or beneficial in and relating to the Business Intellectual Property Rights free from any encumbrances;



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14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15. VARIATION AND WAIVER

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

15.2 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. A waiver of any right or remedy under this agreement or by law is only effective if it is in writing.

15.3 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. NOTICES

16.1 A notice 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, recorded delivery or special delivery in each case to that party's registered office, or sent by fax to that party's main fax number (or to such other address or fax number as that party may notify to the other party in accordance with this agreement).

16.2 Delivery of a notice is deemed to have taken place if delivered by hand, at the time the notice is left at the address, or if sent by fax, at the time of transmission, or if sent by post on the second Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur when business next starts in the place of receipt (and all references to time are to local time in the place of receipt).

16.3 This clause 16 does not apply to the service of any proceedings or other documents in any legal action.

17. 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 rest of this agreement.

18. 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.

19. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

20. **GOVERNING LAW AND JURISDICTION**

- 20.1 This agreement 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.
- 20.2 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 agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 3 Business Intellectual Property Rights

In connection with the publications and/or brands listed below, all intellectual property rights (legal or beneficial and whether or not registered or registrable) owned, used or held for use by the Seller, including, without limitation, any goodwill, trade and business names, domain names and URLs, rights in goodwill or to sue for passing off or unfair competition, know-how, trade secrets, confidential information, registered designs, unregistered design rights, database rights, moral rights, copyrights and related rights and all applications for and renewals, revivals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world:

Trade Marks:

Number	Trade Mark	Country	Classes
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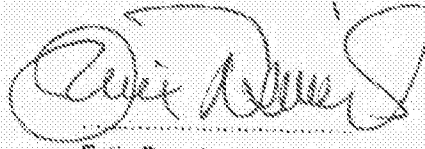
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Australia

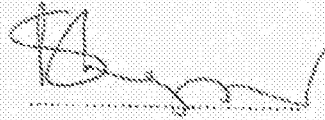
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Signed by FELIX DENNIS



Felix Dennis

Signed by
for and on behalf of
DENNIS HOLDINGS LIMITED



Director