

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Executors of the Felix Dennis Estate (Deceased)		07/28/2018	Estate: UNITED KINGDOM
Dennis IP TW Limited		07/28/2018	Corporation: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	The Heart of England Forest Ltd.		
Street Address:	Colletts Farms Office		
Internal Address:	Dorsington, Stratford-Upon-Avon		
City:	Warwickshire		
State/Country:	UNITED KINGDOM		
Postal Code:	CV37 8AU		
Entity Type:	Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2529863	ALL YOU NEED TO KNOW ABOUT EVERYTHING TH	
Registration Number:	4123910	PROSPER	
Registration Number:	2296317	THE WEEK	
CORRESPONDENCE DATA			
Fax Number:	2123260806		
<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:	212-326-0813		
Email:	kholder@pryorcashman.com		
Correspondent Name:	Robert J. deBrauwere/ Kamilah M. Holder		
Address Line 1:	Pryor Cashman LLP		
Address Line 2:	7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	16584.0002		
DOMESTIC REPRESENTATIVE			
Name:	Robert J. deBrauwere/ Kamilah M. Holder		

CH \$90.00 2529863

Address Line 1: Pryor Cashman LLP
Address Line 2: 7 Times Square
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Robert J. deBrauwere

SIGNATURE: /ROBERT J DEBRAUWERE/

DATE SIGNED: 11/21/2018

Total Attachments: 21
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DATED

28 July

2018

The Executors of the Felix Dennis Estate (Deceased)

and

Dennis IP TW Limited

and

The Heart of England Forest Ltd

IP ASSENT AND ASSIGNMENT AGREEMENT (1)

SIMONS MUIRHEAD & BURTON LLP

87 – 91 Newman Street
London
W1T 3EY

TRADEMARK
REEL: 006487 FRAME: 0447

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This deed is dated 28 July 2018.

Parties

- (1) **The Executors of the Felix Dennis Estate (Deceased)** being **Simon Goldberg** of 87-91 Newman Street, London, W1T 3EY, **Ian Leggett** of 3rd Floor, 6 Kingly Street, London, W1B 5PF, **Dick Pountain** of 8 Rousden Street, London, NW1 0SU and **David Bliss** of Whale House, Whale, Ashkam, Penrith, Cumbria, CA10 2PT (the **Executors**); and
- (2) **Dennis IP TW Limited** incorporated and registered in England and Wales with company number 05149272 whose registered office is at 3rd Floor, 6 Kingly Street, London, England W1B 5PF (**DIPTW**)
(together the **Assignors**); and
- (3) **The Heart of England Forest Ltd** incorporated and registered in England and Wales with company number 04309564 whose registered office is at Colletts Farm Office, Dorsington, Stratford-Upon-Avon, Warwickshire, CV37 8AU (the **Assignee**).

BACKGROUND

- (A) The Executors are the executors of Felix Dennis (the **Deceased**) who died on 22 June 2014 and probate of whose will was granted to the Executors on 8 July 2015 (the **Grant**).
- (B) At the date of death, DIPTW was the legal owner of certain of the Assigned Rights (as defined below) as nominee for the Deceased. The Deceased was the legal and beneficial owner of the remainder of the Assigned Rights.
- (C) The Assignee is the residuary beneficiary of the estate of the Deceased.
- (D) The Buyers (as defined below) have agreed to purchase the Business (as defined below) under the SPA (as defined below) (the **Transaction**).
- (E) The Executors have agreed to assent to the vesting in the Assignee of all the Deceased's estate or interest in the Assigned Rights as provided in this agreement to enable completion of the Transaction.

Agreed terms

1. Interpretation

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

1.1 Definitions:

Assigned Rights: all the Intellectual Property Rights set out in Schedule 1 to this agreement and all other Intellectual Property Rights beneficially owned by the Executors in connection with the Business, including those held by DIPTW as nominee for the Executors.

Business: the current affairs pillar of the Dennis Publishing business carried on by the Target Group as at the date of this agreement, being a consumer media and eCommerce publishing business, operating in the UK, the US and the rest of the world, including the publications The Week, and The Week Junior, MoneyWeek and The First Post.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Buyers: means Broadleaf Bidco Limited (company registration number 11473951 registered in England and Wales) and Broadleaf US Bidco Inc. (company registration number 6982422 registered in Delaware, USA).

Completion: means completion of the sale and purchase of the Sale Shares (as defined in the SPA) under the SPA.

Dennis IP Assignments: the IP assignment agreements entered into between Dennis IP Limited and each of the Buyers dated on or around the date of this agreement.

Domains: the registered domains short particulars of which are set out in Part 2 of Schedule 1.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

SPA: means the share purchase agreement dated 2018 between Dennis Publishing (UK) Limited, the Assignee, Broadleaf Bidco Limited and Broadleaf US Bidco Inc.

Target Group: has the meaning set out in the SPA.

Trade Marks: the registered trade marks short particulars of which are set out in Part 1 of Schedule 1.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 References to clauses and the Schedule are to the clauses of and the Schedule to this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.4 The Schedule forms 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 Schedule.
- 1.5 Unless the context otherwise requires:
- (a) words in the singular shall include the plural and the plural shall include the singular; and
 - (b) a reference to one gender shall include a reference to the other genders.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 This agreement shall be binding on and enure to the benefit of, the parties to this agreement and their respective successors and permitted assigns, and references to a **party** shall include that party's successors and permitted assigns.
- 1.8 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.9 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the CA 2006 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
- (a) another person (or its nominee), by way of security or in connection with the taking of security; or
 - (b) its nominee.
- 1.10 Unless otherwise expressly provided otherwise in this agreement, a reference to **writing** or **written** includes fax and email.
- 1.11 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.

- 1.12 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.13 A person is **connected** with another person if they are connected with that person within the meaning of section 1122 of the CTA 2010.
- 1.14 Unless expressly provided otherwise, reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the date of this agreement shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.15 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.16 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Assent and Assignment

Subject to satisfaction of the condition set out in clause 6.1(a) of the SPA, , the Executors hereby assent to the vesting in the Assignee and hereby assign, with effect from immediately prior to Completion, all the Deceased's estate or interest in the Assigned Rights including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks and the Domains;
- (b) all statutory and common law rights and all goodwill attaching to the Trade Marks and the Domains and that part of the Business that relates to the goods or services in respect of which the Trade Marks and the Domains are registered or used; and
- (c) 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 Assigned Rights whether occurring before, on, or after the date of this agreement.

3. Warranties

- 3.1 The Executors warrant in respect of the Assigned Rights as at the date of this agreement and immediately prior to Completion that:

- (a) they have made no other assent in respect of the Deceased's interest in the Assigned Rights;
- (b) they are the beneficial owners of the Assigned Rights;
- (c) they have the authority to effect or direct the transfer of the legal and beneficial ownership of the Assigned Rights to the Assignee under the Last Will of the Deceased dated 28 November 2013 and Grant;
- (d) for each of the registrations inherent in the Assigned Rights the Deceased or DIPTW as nominee for the Deceased (as applicable) are properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- (e) they have not given any third party permission to use any of the Assigned Rights nor otherwise licensed or assigned any of the Assigned Rights;
- (f) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (g) they are unaware of any infringement or likely infringement of any of the Assigned Rights;
- (h) all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there is nothing that might prevent any application pending or contemplated in respect of the Assigned Rights;
- (i) as far as they are aware, exploitation of the Assigned Rights will not infringe the rights of any third party;
- (j) all previous assignments, applications and registrations in the Assigned Rights are valid and were registered within applicable time limits.

3.2 DIPTW warrants in respect of the Assigned Rights of which it is the legal proprietor, including those specified in Schedule 1, as at the date of this agreement and immediately prior to Completion that it holds such Assigned Rights as nominee for the Executors.

3.3 The Assignors warrant that:

- (a) they have full authority to execute and perform this agreement and taken all necessary action to authorise both the signature of this agreement and the performance of their obligations and undertakings under this agreement; and
- (b) their execution and performance of this agreement does not cause them to be in breach of any obligation or restriction.

4. Further assurance

- 4.1 The Assignors shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the Executors' expense, promptly execute such documents and perform such acts as are necessary for the purpose of giving full effect to this agreement, including registration of the Assignee as applicant for or registered proprietor of the Assigned Rights.
- 4.2 The Assignor shall do the following at the Executors' cost and at the Assignee's direction, pending formal registration or recordal of the assignment of the Assigned Rights to the Assignee:
- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
 - (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
 - (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Assigned Rights (including producing, in the appropriate form, evidence of its use of the Assigned Rights);
 - (d) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from the relevant registry) are promptly delivered to the Assignee or its nominated agent;
 - (e) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).
- 4.3 The Assignors shall deliver to the Assignee (or the Assignee's nominated representative) within 30 days of Completion all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Assigned Rights.
- 4.4 The Assignors appoint the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignors' 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 agreement if the Assignors fail or refuse to comply with the foregoing provisions of clause 4.1 or 4.2 within ten (10) Business Days of any request therefor by the Assignee, to do any such things in the Assignors' name and on its behalf. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignors' obligations under this agreement and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Assignors

remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignors, save with the consent of the Assignee. Assignee will provide Assignor copies of any documents so executed by Assignee within ten (10) Business Days.

4.5 Without prejudice to clause 4.4, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignors:

- (a) take any action that this agreement requires the Assignors to take;
- (b) exercise any rights which this agreement gives to the Assignors; and
- (c) appoint one or more persons to act as substitute attorney(s) for the Assignors and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

4.6 The Assignors undertake 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.

4.7 The Assignors undertake to comply with their obligations under this clause 4 in respect of any of the Assigned Rights (as defined in the Dennis IP Assignments) to the extent required to ensure that such Assigned Rights (including, without limitation, the Business Intellectual Property Rights as defined in the Asset Purchase Agreement dated 2 June 2014 between Felix Dennis and Holdings Limited) are registered in the name of Dennis IP Limited (company number 06400281) prior to assignment thereof to the Buyers under the Dennis IP Assignments.

5. No assignment

5.1 Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement except with the prior written consent of the other party.

5.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

6. Liability

Save in respect of the Assignors' warranties and obligations under clauses 3 and 4 respectively, the Assignors exclude all liability to the Assignee, to the fullest extent permissible by law, that may arise in relation to the Assigned Rights in respect of the period after Completion, whether arising from negligence or otherwise.

7. Entire agreement

7.1 This agreement (and the agreements referred to herein) constitute 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 their subject matter.

7.2 The Assignee acknowledges and agrees with the Assignors that:

- (a) it does not rely on, it has not been induced to enter into this agreement on the basis of, and 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; and
- (b) it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement, warranty or representation in this agreement.

7.3 Without prejudice to clause 7.1 and clause 7.2, the Assignee acknowledges and agrees that the Assignors make no warranty or representation regarding the accuracy, reasonableness or achievement of any forecasts, estimates, projections or statements provided by the Assignors (or on its behalf) at any time on or prior to the date of this agreement, including any such matters contained in any information memorandum relating to the Transaction or in any other documents made available or provided to the Assignee (or its advisers) in the course of its due diligence investigations.

7.4 Nothing in this clause 7 shall limit or exclude any liability for fraud.

8. Variation and waiver

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

8.2 A waiver of any right or remedy under this agreement or by law is only effective if given in writing. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

8.3 A failure or delay by any person to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

8.4 No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9. Severance

9.1 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.

10. Counterparts

10.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

11. Third party rights

11.1 Subject to clause 11.2 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.

11.2 It is acknowledged and agreed that:

- (a) the Buyers are entitled to enforce the rights of the Assignee under clauses 3 and 4 under the Contracts (Rights of Third Parties) Act 1999, including as if any references therein to "the Assignee" are references to the Buyers; and
- (b) any variation or revision of this agreement shall require the prior consent of the Buyers.

12. Notices

12.1 A notice given to a party under or in connection with this agreement:

- (a) shall be in writing and in English;
- (b) shall be sent to the party for the attention of the contact and to the address or email address specified in clause 12.2, or such other address, email address or contact as that party may notify in accordance with clause 12.3; and
- (c) shall be:
 - (i) delivered by hand;
 - (ii) sent by pre-paid first class post or another next working day delivery service providing proof of postage; or
 - (iii) sent by pre-paid airmail providing proof of postage; or

(iv) sent by email.

12.2 The addresses, email addresses and contacts, for service of notices are:

(a) Assignors

(i) address: 87-91 Newman Street, London W1T 3EY

(ii) for the attention of: Simon Goldberg

(iii) email address: simon.goldberg@smab.co.uk

(b) Assignee

(i) address: 3rd Floor, 6 Kingly Street, London W1B 5PF

(ii) for the attention of: Ian Leggett

(iii) email address: ileggett@felixdennis.com

12.3 A party may change its details for service of notices as specified in clause 12.2 by giving notice (provided that in the case of change to the party's postal address the new address is an address in the UK), the change taking effect for the party notified of the change at 9.00 am on the later of:

(a) the date (if any) specified in the notice as the effective date for the change; or

(b) the date five Business Days after deemed receipt of the notice of change.

12.4 A notice is deemed to have been received (provided that all other requirements in this clause have been satisfied):

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address;

(b) if sent by pre-paid first class post or another next working day delivery service providing proof of postage, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

(c) if sent by pre-paid airmail providing proof of postage at 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service; or

(d) if sent by email, at the time of transmission,

Provided that if deemed receipt under the previous paragraphs of this clause 12.4 would occur outside Usual Business Hours, the notice shall be deemed to have been received when Usual Business Hours next recommence. For the purposes of this clause, **Usual Business Hours** means 9.00 am to 5.30 pm local time on any day which is not a Saturday, Sunday or public holiday in the place of receipt of the notice (which, in the case of service of a notice by email shall be

deemed to be the same place as is specified for service of notices on the relevant party by hand or post).

12.5 This clause 12.5 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. Governing law and jurisdiction

13.1 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 and Wales.

13.2 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.

This agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Intellectual Property

[N.B. Subject to Dennis Publishing management sign-off]

Part 1 Registered trade marks

Country/ region	Mark	Application or registration number	Filing or registration date	Classes	Proprietor
Canada	ALL YOU NEED TO KNOW ABOUT EVERYTHING THAT MATTERS	TMA596673	05-Dec-2003	05,16	Felix Dennis
United States of America	ALL YOU NEED TO KNOW ABOUT EVERYTHING THAT MATTERS	2529863	15-Jan-2002	16	Felix Dennis
France	LA SEMAINE	96633801	10-Jul-1996	16,35,38,41 ,42	Felix Dennis
Italy	LA SETTIMANA	1207199	19-May-1998	16	Felix Dennis
United Kingdom	PROSPER	2275468	21-Dec-2001	16	Felix Dennis
United Kingdom	PROSPER	2543558	15-Oct-2010	09,16,41	Felix Dennis
United States of America	PROSPER	4123910	10-Apr-2012	09,16,41	Felix Dennis
European Union	PROSPER	009413741	08-Mar-2011	09,16,41	Dennis IP TW Limited
European Union	THE QUARTERLY THE EXPERTS' GUIDE TO GOOD LIVING	007397581	21-Jul-2009	09,16,41	Felix Dennis
Egypt	THE WEEK	Undisclosed	Undisclosed	16	Felix Dennis
United States of America	THE WEEK	2296317	30-Nov-1999	16	Dennis IP TW Limited
Portugal	THE WEEK	317346	11-Mar-1997	16	Felix Dennis
UAE	THE WEEK	203607	03-Sep-2014	09	Felix Dennis
UAE	THE WEEK	203608	03-Sep-2014	16	Felix Dennis

Country/ region	Mark	Application or registration number	Filing or registration date	Classes	Proprietor
UAE	THE WEEK	203609	03-Sep-2014	41	Felix Dennis
European Union	theweek.co.uk	010567634	31-May-2012	09,16,38,41	Felix Dennis
European Union	theweek.com	010567733	31-May-2012	09,16,38,41	Felix Dennis
Australia	THE WEEK	709141	10-Jun-1997	16	Dennis IP TW Limited
New Zealand	THE WEEK	262532	12-Aug-1998	16	Dennis IP TW Limited
Canada	THE WEEK	TMA517589	05-Oct-1999	09,16,35,41	Dennis IP TW Limited
European Union	THE WEEK	005252382	16-May-2007	09,16,38,41	Dennis IP TW Limited
European Union	THE WEEK (WITH STRAPLINE)	004356457	07-Apr-2006	09,16,41	Dennis IP TW Limited
European Union	THE WEEK FOR KIDS	014098966	11-Nov-2015	09,16,38,41	Dennis IP TW Limited
European Union	THE WEEK JUNIOR (Logo)	014544811	29-Dec-2015	09,16,38,41	Dennis IP TW Limited
Australia	THE WEEK JUNIOR (Logo)	1315175	20-Oct-2016	09,16,38,41	Dennis IP TW Limited
Canada	THE WEEK JUNIOR (Logo)	1771717	10-Mar-2016	09,16,38,41	Dennis IP TW Limited
International (MAP)	THE WEEK JUNIOR (Logo)	1315175	20-Oct-2016	09,16,38,41	Dennis IP TW Limited
New Zealand	THE WEEK JUNIOR (Logo)	1315175	20-Oct-2016	09,16,38,41	Dennis IP TW Limited
United States of America	THE WEEK JUNIOR (Logo)	1315175	20-Oct-2016	09,16,38,41	Dennis IP TW Limited
European	THE WEEK	004325957	14-Jun-2006	09,16,41	Dennis IP TW

Country/ region	Mark	Application or registration number	Filing or registration date	Classes	Proprietor
Union	QUARTERLY				Limited

Part 2 Domains

Owner	Domain name	Brand	Country	Registration date
FD	cityweek.co.uk	The Week	UNITED KINGDOM	21-Oct-2011
FD	currentaffairsmagazines.co.uk	Dennis Publishing Ltd	UNITED KINGDOM	03-Aug-2011
FD	currentaffairsmagazines.com	Dennis Publishing Ltd	gTLD	03-Aug-2011
FD	dennis.co.uk	Dennis Interactive	UNITED KINGDOM	19-Nov-2010
FD	dennis.tel	Dennis Interactive	gTLD	23-Mar-2009
FD	dennisadproduction.co.uk		UNITED KINGDOM	10-Mar-2015
FD	dennisbenefits.co.uk	Dennis Interactive	UNITED KINGDOM	22-Nov-2010
FD	dennisbenefits.com	Dennis Interactive	gTLD	14-Jan-2010
FD	denniscareers.co.uk	Dennis Interactive	UNITED KINGDOM	29-Apr-2014
FD	denniscareers.com	Dennis Interactive	gTLD	29-Apr-2014
FD	denniscarimages.co.uk	Dennis Interactive	UNITED KINGDOM	22-Nov-2010
FD	denniscarimages.com	Dennis Interactive	gTLD	14-Mar-2009
FD	denniscommunications.co.uk	Dennis Interactive	UNITED KINGDOM	19-Nov-2010
FD	denniscommunications.com	Dennis Interactive	gTLD	14-Mar-2009
FD	denniscreate.co.uk	Dennis Interactive	UNITED KINGDOM	22-Nov-2010
FD	denniscreate.com	Dennis Interactive	gTLD	02-Jun-2009
FD	dennisdigital.co.uk		UNITED KINGDOM	13-Aug-2014
FD	dennisdirect.co.uk	Dennis Interactive	UNITED KINGDOM	19-Nov-2010
FD	dennisdms.co.uk	Dennis Interactive	UNITED KINGDOM	22-Nov-2010
FD	dennisevents.co.uk	Dennis Interactive	UNITED KINGDOM	19-Nov-2010
FD	dennisevents.com	Dennis Interactive	gTLD	27-May-2010
FD	dennisfilm.co.uk	Dennis Film	UNITED KINGDOM	22-Nov-2010
FD	dennisfrance.com	Dennis Interactive	gTLD	04-Oct-2011
FD	dennisimages.co.uk	Dennis Interactive	UNITED KINGDOM	22-Nov-2010
FD	dennisimages.com	Dennis Interactive	gTLD	12-Apr-2010
FD	dennisinteractive.co.uk	Dennis Interactive	UNITED KINGDOM	19-Nov-2010
FD	dennislists.co.uk	Dennis Interactive	UNITED KINGDOM	19-Nov-2010
FD	dennislists.com	Dennis Interactive	gTLD	10-Dec-2008
FD	dennismagazines.co.uk	Dennis Interactive	UNITED KINGDOM	22-Nov-2010
FD	dennismags.co.uk	Dennis Interactive	UNITED KINGDOM	19-Nov-2010
FD	dennismediafactory.co.uk	Dennis Interactive	UNITED KINGDOM	10-Feb-2011
FD	dennismusic.co.uk	Dennis Interactive	UNITED KINGDOM	19-Nov-2010
FD	dennisnet.co.uk	Dennis Interactive	UNITED KINGDOM	22-Nov-2010
FD	dennispublishing.co.uk	Dennis Interactive	UNITED KINGDOM	19-Nov-2010
FD	dennispublishing.net	Dennis Interactive	gTLD	10-Dec-2008
FD	dennistechnetwork.co.uk		UNITED KINGDOM	19-Jan-2016

Owner	Domain name	Brand	Country	Registration date
FD	dennistechnetwork.com		gTLD	19-Jan-2016
FD	dennistechnology.co.uk	Dennis Interactive	UNITED KINGDOM	22-Nov-2010
FD	dennistechnologylab.co.uk	Dennis Interactive	UNITED KINGDOM	22-Nov-2010
FD	dennistechnologylab.com	Dennis Interactive	gTLD	27-Nov-2009
FD	dennistechnologylabs.co.uk	Dennis Interactive	UNITED KINGDOM	22-Nov-2010
FD	dennistechnologylabs.com	Dennis Interactive	gTLD	27-Nov-2009
FD	dennisus.com	Dennis Interactive	gTLD	23-Apr-2013
FD	givetheweek.co.uk	The Week	UNITED KINGDOM	19-Nov-2010
FD	givetheweek.com	The Week	UNITED STATES OF AMERICA	
FD	meetattheweek.co.uk	The Week	UNITED KINGDOM	22-Nov-2010
FD	meetattheweek.com	The Week	gTLD	05-Jun-2009
FD	newsdeskspecial.co.uk	The Week	UNITED KINGDOM	22-Nov-2010
FD	newsdeskspecial.com	The Week	gTLD	28-Jan-2009
FD	paytheweek.co.uk	The Week	UNITED KINGDOM	06-Jun-2011
FD	paytheweek.com	The Week	UNITED STATES OF AMERICA	
FD	renewtheweek.co.uk	The Week	UNITED KINGDOM	22-Nov-2010
FD	renewtheweek.com	The Week	UNITED STATES OF AMERICA	
FD	subsinfo.co.uk	The Week	UNITED KINGDOM	19-Nov-2010
FD	subsinfo.com	The Week	UNITED KINGDOM	14-Mar-2009
FD	subsnet.co.uk	The Week	gTLD	19-Nov-2010
FD	subsnet.net	The Week	UNITED KINGDOM	14-Mar-2009
FD	thecityweek.co.uk	The Week	gTLD	21-Oct-2011
FD	thecityweek.com	The Week	UNITED KINGDOM	21-Oct-2011
FD	thefirstpost.co.uk	The Week	gTLD	22-Nov-2010
FD	thefirstpost.com	The Week	UNITED KINGDOM	27-Jan-2009
FD	thefirstpost.net	The Week	gTLD	27-Jan-2009
FD	theweek.ae	The Week	gTLD	03-May-2013
FD	theweek.co.uk	The Week	UNITED ARAB EMIRATES	19-Nov-2010
FD	theweek.com	The Week	UNITED STATES OF AMERICA	
FD	theweek.com.au	The Week	UNITED KINGDOM	18-Aug-2012
FD	theweek.io	The Week	AUSTRALIA	01-Oct-2013
FD	theweek.mobi	The Week	BRITISH INDIAN OCEAN TERRITORY	11-Dec-2008
FD	theweek.news		gTLD	17-Jul-2015
FD	theweek.tv	The Week	gTLD	02-Aug-2008

Owner	Domain name	Brand	Country	Registration date
FD	theweekbookshop.co.uk	The Week	TUVALU	02-May-2017
FD	theweekday.co.uk	The Week	UNITED KINGDOM	01-Jul-2013
FD	theweekfestivalofcuriosity.co.uk		UNITED KINGDOM	20-Feb-2018
FD	theweekjunior.co.uk		UNITED KINGDOM	07-Jan-2015
FD	theweekjunior.com		UNITED KINGDOM	07-Jan-2015
FD	theweekjunior.uk		gTLD	07-Jan-2015
FD	theweeklive.co.uk		UNITED KINGDOM	24-Feb-2017
FD	theweekm.ag	The Week	UNITED KINGDOM	31-Jan-2013
FD	theweekmagazine.co.uk	The Week	ANTIGUA AND BARBUDA	19-Nov-2010
FD	theweekmagazine.com	The Week	UNITED STATES OF AMERICA	
FD	theweekportfolio.co.uk		UNITED KINGDOM	11-Jan-2016
FD	theweekportfolio.com		UNITED KINGDOM	11-Jan-2016
FD	theweekprints.co.uk	The Week	gTLD	19-Nov-2010
FD	theweekprints.com	The Week	UNITED KINGDOM	14-Mar-2009
FD	theweeksociety.co.uk	The Week	gTLD	15-Jun-2015
FD	theweeksubs.co.uk	The Week	UNITED KINGDOM	22-Nov-2010
FD	theweektickets.co.uk		UNITED KINGDOM	14-Mar-2016
FD	theweektravel.co.uk	The Week	UNITED KINGDOM	22-Nov-2010
FD	theweektravel.com	The Week	UNITED KINGDOM	03-Mar-2010
FD	theweektravelclub.co.uk	The Week	gTLD	22-Nov-2010
FD	theweektravelclub.com	The Week	UNITED KINGDOM	17-Dec-2009
FD	theweekwineclub.co.uk	The Week	gTLD	22-Nov-2010
FD	theweekwines.co.uk		UNITED KINGDOM	21-Sep-2016
FD	theweekwines.com	The Week	gTLD	10-Dec-2008
FD	trytheweek.co.uk	The Week	UNITED KINGDOM	19-Nov-2010
FD	trytheweek.com	The Week	gTLD	28-Apr-2009

SIGNED AS A DEED

by **SIMON GOLDBERG, IAN LEGGETT, DICK POUNTAIN and DAVID BLISS** as executors of the estate of Felix Dennis (deceased) in the presence of:

[Signature]
Simon Goldberg
Witness: *[Signature]*
Address: *[Signature]*
Occupation: *[Signature]* TRAINEE SOLICITOR
TRIVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Ian Leggett
Witness: *[Signature]*
Address: *[Signature]*
Occupation: *[Signature]* TRAINEE SOLICITOR
TRIVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Dick Pountain
Witness: *[Signature]*
Address: *[Signature]*
Occupation: *[Signature]* TRAINEE SOLICITOR
[Signature] Simon Goldberg AS ATTORNEY FOR DAVID BLISS
TRIVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

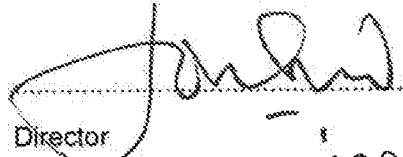
Witness: *[Signature]*
Address: *[Signature]*
Occupation: *[Signature]* TRAINEE SOLICITOR
TRIVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Executed as a deed by **DENNIS IP TW LIMITED** by
as a director of in the presence of:

[Signature]
Director
Witness: *[Signature]*
Address: *[Signature]*
Occupation: *[Signature]* TRAINEE SOLICITOR
TRIVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL

Executed as a deed by THE HEART
OF ENGLAND FOREST LTD acting by

as a
director of in the presence of:


Director

Witness: SARAH CURALLY

Address: *Handwritten address*

Occupation:

TRAVERSE
SULLIVAN

TRIVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL