

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dennis IP Limited		08/30/2018	Corporation: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Pro Sportority Ltd.		
Street Address:	22 Ahad Haam		
City:	Tel Aviv-Jaffa		
State/Country:	ISRAEL		
Postal Code:	6514104		
Entity Type:	Company: ISRAEL		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2562547	MENTAL FLOSS	
Registration Number:	2985093	MENTAL FLOSS	
Registration Number:	3092596	MENTAL FLOSS	
Registration Number:	5431166	MENTAL FLOSS	
Registration Number:	4703937	SMARTYPANTS	
Registration Number:	3949187	SPLIT DECISION	
CORRESPONDENCE DATA			
Fax Number:	7037399577		
<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:	5026810434		
Email:	jhayne@stites.com		
Correspondent Name:	James Hayne		
Address Line 1:	1800 Diagonal Road		
Address Line 2:	Suite 325		
Address Line 4:	Alexandria, VIRGINIA 22314		
DOMESTIC REPRESENTATIVE			
Name:	Stites & Harbison PLLC		
Address Line 1:	1800 Diagonal Road		

OP \$165.00 2562547

Address Line 2:	Suite 325
Address Line 4:	Alexandria, VIRGINIA 22314
NAME OF SUBMITTER:	James Hayne
SIGNATURE:	/James Hayne/
DATE SIGNED:	01/08/2019
Total Attachments: 5 source=Trade Mark Assignment Dennis IP Limited#page1.tif source=Trade Mark Assignment Dennis IP Limited#page2.tif source=Trade Mark Assignment Dennis IP Limited#page3.tif source=Trade Mark Assignment Dennis IP Limited#page4.tif source=Trade Mark Assignment Dennis IP Limited#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "Trademark Assignment") is made and entered into as of August 30, 2018 (the "Effective Date") by and between by Mental Floss, Inc., a New York corporation (the "Company"), Dennis IP Limited, a company incorporated under the laws of England and Wales located and doing business at c/o The Estate of Felix Dennis, 6 Kingly Street, 3rd Floor, London, UK W1B 5PF (the "Assignor") and Pro Sportivity (Israel) Ltd., a company incorporated under the laws of Israel, located and doing business at 22 Ahad Haam, Tel Aviv-Jaffa 6514104, Israel (the "Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the owner of certain trademarks listed on Schedule A attached hereto, and all trademark registrations and/or applications for registration therefor, as set forth on Schedule B attached hereto, and agree to convey all of its right, title and interest in and to such trademarks, together with all goodwill associated therewith (collectively, the "Assigned Trademarks") to Assignee.

WHEREAS, as of the Effective Date and pursuant to the terms hereof, Assignor wishes to assign, and the Assignee wishes to acquire and assume, all right, title and interest in the Assigned Trademarks.

NOW, THEREFORE, pursuant to an Asset Purchase Agreement, dated as of August 29, 2018, between the parties, and for good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by the Parties:

1. As of the Effective Date, Assignor hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Trademarks, together with all registrations and applications therefor, all goodwill associated with the Assigned Trademarks and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignees' own use and enjoyment, and for the use and enjoyment of Assignees' successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity for any past, present or future infringement, of the Assigned Trademarks, or other violation or unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments to issue or transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. The Parties acknowledge and agree that certain documents may need to be executed and delivered by Assignor to effectuate transfer of title to the Assigned Trademarks to Assignee. Assignor agrees to provide to Assignee and Assignee's successors, assigns or other

legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Trademark Assignment. Any and all costs associated with the foregoing shall be the sole responsibility of Assignee.

4. Each provision of this Trademark Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Assignment shall remain in full force and effect.

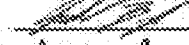
5. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

*[Remainder of page intentionally left blank.
Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

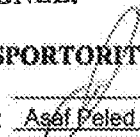
ASSIGNOR:

DENNIS IP LIMITED

By: 
Name: Asaf Feled
Its: Director

ASSIGNEE:

PRO SPORORITY (ISRAEL) LTD.

By: 
Name: Asaf Feled
Its: Director

[Signature Page to Trademark Assignment]

Schedule A

TRADEMARKS

MENTAL FLOSS

SMARTYPANTS

SPLIT DECISION

[Schedule A to Trademark Assignment]

Schedule B

APPLICATIONS/REGISTRATIONS

Country	Reg App No	Title/Mark	Owner	Registration Date
United Kingdom	3182346	MENTAL FLOSS	Dennis IP Limited	25-Nov-2016
United States of America	2562547	MENTAL FLOSS	Dennis IP Limited	16-Apr-2002
United States of America	2985093	MENTAL FLOSS	Dennis IP Limited	16-Aug-2005
United States of America	3092596	MENTAL FLOSS	Dennis IP Limited	16-May-2006
United States of America	5431166	MENTAL FLOSS	Dennis IP Limited	27-Mar-2018
United States of America	4703937	SMARTYPANTS	Dennis IP Limited	17-Mar-2015
United States of America	3949187	SPLIT DECISION	Dennis IP Limited	19-Apr-2011

[Schedule B to Trademark Assignment]