

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500224

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 Heart of England Forest Ltd.		10/03/2018	Corporation: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Broadleaf US Bidco Inc.		
Street Address:	Corporation Trust of America Center		
Internal Address:	1209 Orange Street, Wilmington		
City:	New Castle County		
State/Country:	DELAWARE		
Postal Code:	19802		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2529863	ALL YOU NEED TO KNOW ABOUT EVERYTHING TH	
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:	16584.00002		
NAME OF SUBMITTER:	Robert J. deBrauwere		
SIGNATURE:	/ROBERT J DEBRAUWERE/		
DATE SIGNED:	11/30/2018		
Total Attachments: 17			
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EXECUTION VERSION

DATED 3 October 2018

The Heart of England Forest Ltd

and

Broadleaf US Bidco Inc.

IP ASSIGNMENT AGREEMENT (3)

SIMONS MUIRHEAD & BURTON LLP

87 – 91 Newman Street
London
W1T 3EY

TRADEMARK
REEL: 006524 FRAME: 0102

CONTENTS

CLAUSE

1. Interpretation.....	1
2. Assignment.....	4
3. Warranties	4
4. VAT.....	5
5. Further assurance.....	5
6. No assignment.....	7
7. Liability.....	7
8. Entire agreement	7
9. Variation and waiver	8
10. Severance	8
11. Counterparts	8
12. Third party rights	8
13. Notices	9
14. Governing law and jurisdiction.....	10

SCHEDULE

Schedule 1 The Intellectual Property.....	11
Part 1 Registered trade marks.....	11
Part 2 Domains	12
Schedule 2 Consideration.....	13

This agreement is dated 3 October 2018.

Parties

- (1) 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 (**Assignor**)
- (2) Broadleaf US Bidco Inc. incorporated and registered in Delaware, United States of America with company number 6982422 whose registered office is at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19802 (**Assignee**)

BACKGROUND

- (A) The Assignee has agreed to purchase the Business (as defined below) under the SPA (as defined below) (**Transaction**).
- (B) The Assignor owns the Assigned Rights (as defined below).
- (C) In connection with the sale of the Business, the Assignor has agreed to assign to the Assignee the Assigned Rights.

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 owned by the Assignor in connection with the Business.

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 US, including the publications The Week, The Week Junior, MoneyWeek and The First Post.

Business Day: a day other than a Saturday, Sunday or public holiday in England or the United States of America when banks in London and New York are open for business.

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

Consideration: means the aggregate of the amounts set out in Schedule 2.

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

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.

Lender: means any bank and/or financial institution (including without limitation, each agent and arranger) lending money, or otherwise committing, arranging or making available other financing facilities to the Assignee or its Group together with its assignee and/or transferee and/or appointed receiver or administrators from time to time, and any trustee(s) or agent(s) appointed on behalf thereof in connection with such facilities.

SPA: means the share purchase agreement dated 28 July 2018 between Dennis Publishing (UK) Limited, the Assignor, the Assignee and Broadleaf Bidco Limited

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 Schedules are to the clauses of and Schedules to this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.4 The Schedules form 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 Schedules.
- 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,
- and **Group** means, in respect of the relevant party, its subsidiaries, its ultimate holding company and all subsidiaries of such ultimate holding company from time to time.
- 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 initialed 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. Assignment

In consideration of the payment of the Consideration by the Assignee (receipt of which the Assignor expressly acknowledges) and with effect from immediately after Completion, the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to 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 Assignor warrants in respect of the Assigned Rights as at Completion that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- (b) for each of the registrations inherent in the Assigned Rights it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- (c) it has not given any third party permission to use any of the Assigned Rights nor otherwise licensed or assigned any of the Assigned Rights;
- (d) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (e) it is unaware of any infringement or likely infringement of any of the Assigned Rights and has not acquiesced in the unauthorised use of any of the Assigned Rights;
- (f) 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;

- (g) as far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party;
- (h) all previous assignments, applications and registrations in the Assigned Rights are valid and were registered within applicable time limits.

3.2 The Assignor warrants that:

- (a) it has full authority to execute and perform this agreement and taken all necessary constitutional action to authorise both the signature of this agreement and the performance of its obligations and undertakings of this agreement; and
- (b) its execution and performance of this agreement does not and will not cause it to be in breach of any obligation or restriction whether contractual, constitutional, statutory or otherwise.

4. VAT

All amounts in this agreement payable by the Assignee are expressed inclusive of any VAT. If any VAT is payable on such amounts, the Assignor shall, upon Completion or upon the Assignor becoming aware that VAT is payable (whichever is the later), provide to the Assignee a valid VAT invoice.

5. Further assurance

5.1 The Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the Assignor's 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.

5.2 The Assignor shall do the following at the Assignor's 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).
- 5.3 The Assignor 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.
- 5.4 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's 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 Assignor fails or refuses to comply with the foregoing provisions of clause 5.1 or 5.2 within ten (10) Business Days of any request therefor by the Assignee, to do any such things in the Assignor's name and on its behalf. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee. Assignee will provide copies of any documents so executed by Assignee within ten (10) Business Days.
- 5.5 Without prejudice to clause 5.4, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:
- (a) take any action that this agreement requires the Assignor to take;
 - (b) exercise any rights which this agreement gives to the Assignor; and
 - (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.
- 5.6 The Assignor undertakes 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.

6. No assignment

- 6.1 Subject to clause 6.3, 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.
- 6.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 6.3 The Assignee may charge or assign any of its rights and/or benefits under this agreement to any Lender by way of security for the facilities being made available to the Assignee or its Group or to any person who acquires (or takes security over) the Assigned Rights from the Assignee, provided that the Assignor shall not have any greater liability to any such person as they would have had to be Assignee under this agreement.

7. Liability

Save in respect of the Assignor's warranties and obligations under clauses 3 and 5 respectively, the Assignor excludes 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.

8. Entire agreement

- 8.1 This agreement (and the agreements referred to herein) 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 their subject matter.
- 8.2 The Assignee acknowledges and agrees with the Assignor 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.
- 8.3 Without prejudice to clause 8.1 and clause 8.2, the Assignee acknowledges and agrees that the Assignor makes no warranty or representation regarding the accuracy, reasonableness or achievement of any forecasts, estimates, projections or statements

provided by the Assignor (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.

8.4 Nothing in this clause 8 shall limit or exclude any liability for fraud.

9. Variation and waiver

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

9.2 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.

9.3 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.

9.4 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.

10. Severance

10.1 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.

11. Counterparts

11.1 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.

12. Third party rights

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.

13. Notices

13.1 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 13.2, or such other address, email address or contact as that party may notify in accordance with clause 13.3; 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.

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

- (a) Assignor
 - (i) address: 3rd Floor, 6 Kingly Street, London W1B 5PF
 - (ii) for the attention of: Ian Leggett
 - (iii) email address: ileggett@felixdennis.com
- (b) Assignee
 - (i) address: Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19802
 - (ii) for the attention of: David McGovern and Richard Lenane
 - (iii) email address: david.mcgovern@exponentpe.com and richard.lenane@exponentpe.com

13.3 A party may change its details for service of notices as specified in clause 13.2 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.

13.4 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 13.4 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).

13.5 This clause 13.5 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.

14. Governing law and jurisdiction

14.1 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.

14.2 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

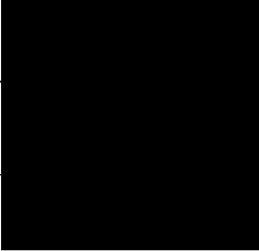
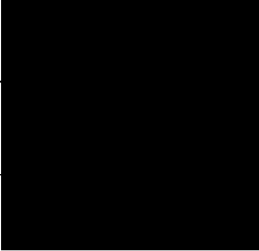
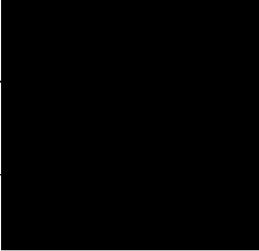
Part 1 Registered trade marks

Country/ region	Mark	Application or registration number	Filing or registration date	Classes
United States of America	ALL YOU NEED TO KNOW ABOUT EVERYTHING THAT MATTERS	2529863	15-Jan-2002	16
United States of America	PROSPER	4123910	10-Apr-2012	09,16,41
United States of America	THE WEEK	2296317	10-Nov-1999	16
United States of America	THE WEEK JUNIOR	1315175	20-Oct-2016	09,15,38,41

Part 2 Domains

Domain name	Brand	Country	Expiration date
theweek.com	The Week	UNITED STATES OF AMERICA	30-Apr-2023
givetheweek.com	The Week	UNITED STATES OF AMERICA	03-Aug-2018
paytheweek.com	The Week	UNITED STATES OF AMERICA	26-Feb-2019
renewtheweek.com	The Week	UNITED STATES OF AMERICA	20-Feb-2019
theweekmagazine.com	The Week	UNITED STATES OF AMERICA	22-Feb-2019

Schedule 2 Consideration

Brand	Consideration
The Week	
Prosper	
Total Consideration	

Executed as a deed by **The Heart of England Forest Ltd**
acting by _____, a director,

in the presence of _____

Director

Witness:

Name:

Address:

Occupation:

Executed as a deed by **Broadleaf US Bidco Inc.** acting by
SHANE FARRAGHER, a director,

In the presence of _____

Director

F. Cantlay _____

Witness: **FIONA CANTLAY**

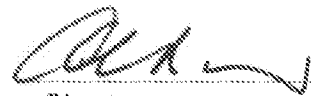
Name:

Address:

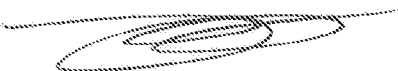
Occupation: **TRAINEE SOLICITOR**

TRIVERS SMITH LLP
10 SNOW HILL
LONDON EC1A 2AL
TEL: 020 7295 3000

Executed as a deed by The Heart of England Forest Ltd
acting by Anthony C. Burlina director,


.....
Director

in the presence of


.....

Witness: TEGAN BROADFOOT

Name:

Address: 8-9 Fifth St, London
W1D 3JB

Occupation: Lawyer (Australia qualified)

Executed as a deed by Broadleaf US Bidco Inc. acting by
.....
a director,

In the presence of

.....
Director

.....
Witness:

Name:

Address:

Occupation: