

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516675

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Perform Media Services Ltd		01/21/2019	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perform Content Services Limited		
<b>Street Address:</b>	3rd Floor 11 Strand		
<b>City:</b>	London, England		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WC2N 5HR		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88019756	PERFORM MEDIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<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>			
<b>Phone:</b>	949-760-0404		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	Gregory B. Phillips		
<b>Address Line 1:</b>	2040 Main Street, 14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	brdgb40.001tus		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Gregory B. Phillips		
<b>Address Line 1:</b>	2040 Main Street, 14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	Gregory B. Phillips		
<b>SIGNATURE:</b>	/Gregory B. Phillips/		
<b>DATE SIGNED:</b>	03/29/2019		

OP \$40.00 88019756

**Total Attachments: 10**

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21  
January 2019

**PERFORM MEDIA SERVICES LTD**

as Assignor

**PERFORM CONTENT SERVICES LIMITED**

as Assignee

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**GLOBAL TRADE MARK  
ASSIGNMENT DEED**

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GLOBAL TRADE MARK ASSIGNMENT DEED dated 21 January 2019

**PARTIES**

- (1) **PERFORM MEDIA SERVICES LTD**, a private limited company with registered number 03426471 incorporated under the laws of England and Wales whose registered office is at Hanover House, Plane Tree Crescent, Feltham, England, TW13 7BZ (the *Assignor*);
- (2) **PERFORM CONTENT SERVICES LIMITED**, a private limited company with registered number 11584111 incorporated under the laws of England and Wales whose registered office is at 3rd Floor 11 Strand, London, England, WC2N 5HR (the *Assignee*);

(each a *party* and together, the *parties*)

Words and expressions used in this Deed shall be interpreted in accordance with Schedule 2 (*Definitions and Interpretation*).

**WHEREAS:**

- (A) The Assignor is the registered proprietor of the Trade Marks in Schedule 1 (*Trade marks*).
- (B) The Assignor has entered into an asset purchase agreement with the Assignee dated 30 November 2018, which includes among other things the assignment of the Trade Marks, among other Intellectual Property Rights, to the Assignee (each the *Sale and Purchase Agreement*).
- (C) This Deed is entered into pursuant to the Sale and Purchase Agreement.
- (D) This Deed is entered into solely for the purpose of evidencing and confirming the transfer of the Trade Marks by the Assignor to the Assignee as provided under the Sale and Purchase Agreement. Nothing in this Deed is intended to modify any of the provision of the Sale and Purchase Agreement.

**IT IS AGREED:**

**I. Assignment**

- 1.1 Pursuant to the Sale and Purchase Agreement, the Assignor assigned (and hereby confirms that it assigned) to the Assignee on the date of Closing as defined in the Sale and Purchase Agreement, subject to the terms and conditions of any licences granted to third parties, all its right, title and interest in and to the Trade Marks set out against its name in Schedule 1, including:
  - (a) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods and services in respect of which the Trade Marks are registered or used; and
  - (b) the right to sue (and to retain damages recovered) in respect of any infringement or unauthorised use of the Trade Marks that may have occurred before the date of this Deed.

- 1.2 Nothing in this Deed shall be construed as a warranty or representation by any Assignor that any of the Trade Marks is valid or enforceable.
2. **General**
- 2.1 **Further assurances.** Each of the Assignor and the Assignee shall perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by applicable law or as may be necessary to implement and give effect to this Deed, in accordance with the cost allocations set out in clause 9.1 of the Sale and Purchase Agreement.
- 2.2 **Counterparts.** This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment shall be an effective mode of delivery.
- 2.3 **Governing Law.** Subject to clause 2.4, this Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by, and interpreted in accordance with, English law. The parties submit to the exclusive jurisdiction of the English courts in relation to all matters arising out of this Deed.
- 2.4 **Conflicts.** If there is any conflict between the terms of this Deed and the Sale and Purchase Agreement, the terms of the Sale and Purchase Agreement shall prevail to the extent of the inconsistency.

Schedule 1  
Trade Marks

Part A Registered Trade Marks

No.	Owner	Mark	Registration no.	Jurisdiction	Class(es)	Status	Renewal
1.	Perform Media Services Ltd	PERFORM & device	3250344	United Kingdom	35, 38, 41, 45	Registered	15 August 2027
2.	Perform Media Services Ltd	PERFORM & device	1415272	WIPO	35, 38, 41, 45	Registered	09 March 2028
3.	Perform Media Services Ltd	Perform content word & device	3250362	United Kingdom	35, 38, 41, 45	Registered	15 August 2027
4.	Perform Media Services Ltd	Perform Gaming word & device	3250376	United Kingdom	35, 38, 41	Registered	15 August 2027
5.	Perform Media Services Ltd	Perform Media word & device	3250355	United Kingdom	35, 38, 41, 45	Registered	15 August 2027
6.	Perform Media Services Ltd	Sunburst device	17871420	EUTM	9, 35, 41	Registered	9 March 2028

No.	Owner	Mark	Registration no.	Jurisdiction	Class(es)	Status	Renewal
7.	Perform Media Services Ltd	PERFORM SPORTS CLOUD & Device (Series of 2)	3286331	United Kingdom	9, 38, 41, 42	Registered	30 January 2028
8.	Perform Media Services Ltd	Perform & sunburst device	17886386	EUTM	41	Registered	10 April 2028
9.	Perform Media Services Ltd	Perform & sunburst device	17871418	EUTM	9, 35	Registered	9 March 2028

Part B Trade Mark Applications

No.	Owner	Mark	Registration no.	Jurisdiction	Class(es)	Status
1.	Perform Media Services Ltd	PERFORM & device	1415272	EUTM	35, 38, 41, 45	Pending
2.	Perform Media Services Ltd	PERFORM & device	1415272	Japan	35, 38, 41, 45	Pending



No.	Owner	Mark	Registration no.	Jurisdiction	Class(es)	Status
3.	Perform Media Services Ltd	PERFORM & device	1415272	Switzerland	35, 38, 41, 45	Pending
4.	Perform Media Services Ltd	PERFORM & device	79237575	United States of America	35, 38, 41, 45	Pending
5.	Perform Media Services Ltd	Perform Media & Sunburst Device	88019756	United States of America	35, 38, 41, 45	Pending
6.	Perform Media Services Ltd	PERFORM SPORTS CLOUD & Device	17931289	EUTM	9, 38, 41, 42	Pending

## Schedule 2 Definitions and Interpretation

1. **Definitions.** In this Deed, the following words and expressions shall have the following meanings:

*Intellectual Property Rights* means patents, trade marks, service marks, logos, trade names, internet domain names, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in designs, rights in get-up, rights in inventions, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world and *registered* includes registrations and applications for registration;

*Sale and Purchase Agreement* is defined in Recital B; and

*Trade Marks* means the trade mark registrations and applications for registration set out in Schedule 1 and all issuances, extensions and renewals thereof (*Trade Marks*).
2. **Interpretation.** In this Deed, unless the context otherwise requires:
  - (a) references to a person include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
  - (b) references to a paragraph, clause, Schedule or Exhibit shall refer to those of this Deed unless stated otherwise;
  - (c) headings do not affect the interpretation of this Deed; the singular shall include the plural and vice versa; and references to one gender include all genders;
  - (d) references to any English law legal term or concept shall, in respect of any jurisdiction other than England and Wales, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
  - (e) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
  - (f) where one party agrees to indemnify the other it shall be deemed to do so on an after tax basis.
3. **Enactments.** Except as otherwise expressly provided in this Deed, any express reference to an enactment (which includes any legislation in any jurisdiction) includes references to (i) that enactment as amended, consolidated or re-enacted by or under any other enactment before or after the date of this Deed; (ii) any enactment which that enactment re-enacts (with or without modification); and (iii) any subordinate legislation (including regulations) made (before or after the date of this Deed) under that enactment,

as amended, consolidated or re-enacted as described at (i) or (ii) above, except to the extent that any of the matters referred to in (i) to (iii) occurs after the date of this Deed and increases or alters the liability of the Seller or the Purchaser under this Deed.

4. **Schedules and Exhibits.** The Schedules and Exhibits (if any) comprise schedules and exhibits to this Deed and form part of this Deed.
5. **Inconsistencies.** Where there is any inconsistency between the definitions set out in this Schedule and the definitions set out in any clause or any other Schedule, then, for the purposes of construing such clause or Schedule, the definitions set out in such clause or Schedule shall prevail.

**SIGNATURE**

**SIGNED as a DEED and  
DELIVERED by**

**Ashley Milton**  
\_\_\_\_\_

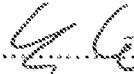
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as attorney for **PERFORM MEDIA  
SERVICES LTD** in the presence of:

Witness

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

**LYNETTE ESO**

Address: \_\_\_\_\_

**FRESHFIELDS BRUCKHAUS DERINGER LLP  
65 Fleet Street  
London  
EC4Y 1HS**

**SIGNED as a DEED and  
DELIVERED by**

**Ashley Milton**  
\_\_\_\_\_

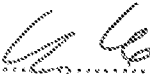
Signature: \_\_\_\_\_



as attorney for **PERFORM CONTENT  
SERVICES LIMITED** in the presence of:

Witness

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

**LYNETTE ESO**

Address: \_\_\_\_\_

**FRESHFIELDS BRUCKHAUS DERINGER LLP  
65 Fleet Street  
London  
EC4Y 1HS**