

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broadleaf Us Bidco Inc.		10/03/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Week Publications, Inc.		
Street Address:	59 West 39th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2296317	THE WEEK	
Registration Number:	2529863	ALL YOU NEED TO KNOW ABOUT EVERYTHING TH	
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:	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:	08/27/2019		
Total Attachments: 9			
source=Broadleaf US Bidco Inc. to The Week Publications Inc. - Assignment#page1.tif			
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DATED 3 October 2018

(1) BROADLEAF US BIDCO INC.

AND

(2) THE WEEK PUBLICATIONS INC.

US CURRENT AFFAIRS IP ASSIGNMENT

This Agreement is made on 3 October 2018 (the "Effective Date")

BETWEEN

- (1) Broadleaf US Bidco Inc. a company 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 USA (the "Assignor"); and
- (2) The Week Publications, Inc. a company incorporated and registered in New York, New York with company number 2528945 and whose registered office is at 59 West 39th Street, New York, NY 10018 USA (the "Assignee"),

(each a "Party" and together the "Parties.")

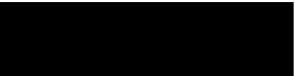
RECITALS

- A. The Assignor and Broadleaf Bidco Limited purchased the Dennis Publishing consumer media and eCommerce publishing business from Dennis Publishing (UK) Limited and The Heart of England Forest Limited (the "US Seller") pursuant to a sale and purchase agreement dated 28 July 2018 (the "SPA") (the "Transaction").
- B. In connection with the Transaction, the US Seller assigned the Assigned Rights (as defined in the IP Assignment Agreement) to the Assignor pursuant to an IP assignment agreement entered into between the US Seller and the Assignor on or around Completion (as defined in the SPA) (the "IP Assignment Agreement").
- C. The Assignor now wishes to assign to the Assignee the Assigned Rights.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

- 1.1.1 "Consideration" means 
- 1.1.2 capitalised terms not otherwise defined herein shall have the meaning given to them in the IP Assignment Agreement;
- 1.1.3 references to a clause, Schedule or paragraph are (unless otherwise stated) to a clause of or Schedule to this Agreement or to a paragraph of the relevant Schedule;
- 1.1.4 any reference to any time or date shall be construed as a reference to the time or date prevailing in England; and
- 1.1.5 any reference to the singular shall include the plural and *vice versa*.

1.2 The headings in this Agreement are for convenience only and shall not affect its meaning.

2. ASSIGNMENT

2.1 in consideration for the Assignee agreeing to pay, in cash, to the Assignor the Consideration (which sum shall remain outstanding as a debt owed by the Assignee to the Assignor, such debt to be repayable on demand), and with effect on and from the Effective Date, the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, including:

2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks and the Domains;

2.1.2 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

2.1.3 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 the Effective Date that:

3.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;

3.1.2 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;

3.1.3 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;

3.1.4 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;

3.1.5 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;

3.1.6 all the Assigned Rights are valid and subsisting and it is unaware of any 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;

3.1.7 as far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party; and

3.1.8 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:

3.2.1 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

3.2.2 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. CERTAIN TAXES

All transfer, documentary, sales, use, real property gains, stamp, registration, and other such taxes and fees incurred in connection with this Agreement shall be paid by the Assignor when due, and the Assignor will, at the its own expense, file all necessary tax returns and other documentation with respect to all such transfer, documentary, sales, use, real property gains, stamp, registration, and other taxes and fees, and, if required by applicable law, the Assignor and the Assignee will join in the execution of any such tax returns and other documentation.

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:

5.2.1 if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;

5.2.2 if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;

5.2.3 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);

5.2.4 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; and

5.2.5 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 the Effective Date 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:

5.5.1 take any action that this Agreement requires the Assignor to take;

5.5.2 exercise any rights which this Agreement gives to the Assignor; and

5.5.3 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 4 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 the Effective Date, 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:

8.2.1 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

8.2.2 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 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

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

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile or .pdf signature, and a facsimile or .pdf signature will constitute an original for all purposes.

12. THIRD PARTY RIGHTS

12.1 Save as otherwise expressly provided in this Agreement or where any provision is expressed to be, or should be construed as being, for the benefit of any person which is not a party, no provisions of this Agreement which confer rights upon any third party shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any such third party.

12.2 This Agreement (including, without limitation, this clause 10) may be terminated, rescinded, or varied in any way by the Parties without the consent of any third party who may be expressly entitled to the benefit of any provision of this Agreement.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement, and any disputes arising out of or relating to this Agreement, will be governed by and construed under the laws 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 entered by the Parties on the date set out above.

SIGNED by SHANE FARRAGHER

on behalf of

BROADLEAF US BIDCO INC.

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SIGNED by


on behalf of

THE WEEK PUBLICATIONS, INC.

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SIGNED by SHANE FARRAGHER
on behalf of
BROADLEAF US BIDCO INC.

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on behalf of
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