

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Purch Group, LLC		10/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Future US, Inc.		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3227693	ANANDTECH	
Registration Number:	5646403	LIVESCIENCE	
Registration Number:	3680693	NEWSARAMA	
Registration Number:	4951809	PURCH	
Registration Number:	5054013	PURCH MARKETPLACE	
Registration Number:	5049666	PURCHX	
Registration Number:	2893482	SPACE.COM	
Registration Number:	3511239	TOM'S HARDWARE GUIDE	
Registration Number:	2486065	SPACEKIDS	
CORRESPONDENCE DATA			
Fax Number:	4154304372		
<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:	4152681972		
Email:	katherine.keating@bclplaw.com		
Correspondent Name:	Katherine Keating, BCLP LLP		
Address Line 1:	Three Embarcadero Center		
Address Line 2:	7th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		

CH \$240.00 3227693

ATTORNEY DOCKET NUMBER:	1081506-1
NAME OF SUBMITTER:	Katherine Keating
SIGNATURE:	/katherine keating/
DATE SIGNED:	09/06/2019

Total Attachments: 13

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ASSIGNMENT made the 1 October 2018

BETWEEN:

- (1) **PURCH GROUP, LLC** a limited liability company formed in Delaware and having its principal place of business at 11 W 42nd Street, New York, NY 10036 (**the "Assignor"**); and
- (2) **FUTURE US, INC** a California corporation whose principal place of business is at 11 W 42nd Street, New York, NY 10036 (**the "Assignee"**).

AGREED TERMS

1. Definitions

In this Assignment the following terms shall have the following meaning:-

"Business" has the meaning given to it in the Sale Agreement;

"Customer Database" means the database held by the Assignor comprising details of any person who has entered into a competition through the Websites; any person who is included in the mailing list for newsletters and/ or marketing associated with the Websites; and any person who has exhibited at or attended the Events; and any other person in respect of whom the Assignor holds contact details for in connection with the Business;

"Domain Names" means any domain names which are registered in the name of the Assignor and which the Assignor used in connection with the Business as at the Effective Date including (without limitation) the domain names listed in Schedule 1 Part A;

"Effective Date" means 1 October 2018;

"Events" means the media events and shows run by Purch Group, LLC from time to time.

"Goodwill" means the goodwill (and the right to sue for unfair competition) of the Assignor derived under the use of the Intellectual Property and the Domain Names and the operation of the Websites and the hosting of the Events and the Social Media Pages together with the exclusive right for the Assignee to represent itself as carrying on the business of operating the Websites and hosting the Events in succession to the Assignor and to use all trade names associated with that business including without limitation the Names and the Domain Names;

"Intellectual Property" means all copyrights, logos, get-ups, devices, database rights, trademark rights, design rights, topography rights, trading names and all other intellectual property rights and equivalent or similar forms of protection which Assignor owns anywhere in the world relating to the Websites and/or the Events, including (without limitation) the Names, the Registered Trademarks, the Unregistered Trademarks and the Goodwill, and all other intellectual property rights and all equivalent or similar forms of protection in any part of the world which Assignor owns at the Effective Date, whether registered or unregistered;

"Names" means the names of the Websites and/or the Events;

"Registered Trademarks" means the registered trademarks set out in Schedule 1 Part B and any other registered trademarks which Assignor owned in connection with the Business as at the Effective Date including (without limitation);

"Sale Agreement" means the business and asset sale agreement for the disposal of the Business of the Assignor entered into between the Assignor and the Assignee of even date to this Assignment;

"Social Media Pages" means the social media accounts relating to the Business including, without

limitation, accounts on Twitter and Facebook;

“Unregistered Trademarks” means any unregistered trademarks owned by Assignor which are associated with the Websites and/or the Events including any devices and get ups associated with them; and

“Websites” means the websites located at the Domain Names, including all code and other background IP required for the website to continue to be hosted and maintained in the same manner as it has been hosted and maintained prior to the Effective Date.

2. Recitals

- 2.1 Assignor is the owner of the Intellectual Property.
- 2.2 Each of Assignor and Assignee is a subsidiary of Future plc.
- 2.3 Pursuant to the Sale Agreement, the Assignor has agreed to assign the Intellectual Property to the Assignee on the terms and conditions set out below.

3. Assignment

- 3.1 Pursuant to and for the consideration set out in the Sale Agreement (receipt of which Assignor expressly acknowledges), Assignor hereby assigns to Assignee absolutely with full title guarantee all its right, title and interest in and to the Intellectual Property, and all goodwill attaching to the Intellectual Property, and such assignment includes (without limitation) 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 Intellectual Property whether occurring before, on, or after the date of this Assignment. Notwithstanding the date of this Assignment, it shall be deemed to be effective on the Effective Date.

4. Warranties

- 4.1.1 Assignor hereby warrants that:
 - 4.1.2 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Intellectual Property;
 - 4.1.3 it has not licensed or assigned any of the Intellectual Property save as disclosed to the Assignee;
 - 4.1.4 it is unaware of any infringement or likely infringement of any of the Intellectual Property;
 - 4.1.5 so far as it is aware, exploitation of the Intellectual Property will not infringe the rights of any third party; and
 - 4.1.6 so far it is aware there is no present or threatened or known claim, demand, action, proceedings or other litigation of any kind in respect of the Intellectual Property which will or might conflict or interfere with the assignment and grant of rights hereunder.

5. Law and jurisdiction

This Assignment and its enforcement shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of New York located in New York County and the United States District Court for the Southern District of New York for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Contract and the transactions contemplated hereby.

6. Documentation and Assistance

Assignor shall perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documentation and information reasonably requested by the Assignee or required by law, to vest in the Assignee the full benefit of clause 3 of this Assignment.

7. Entire Agreement

This Assignment and the Sale Agreement set out the entire agreement and understanding between the parties in relation to the subject matter of this Assignment.

8. Counterparts

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

SCHEDULE 1

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

PART B - REGISTERED TRADEMARKS

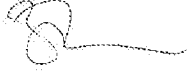
TRADEMARK	COUNTRY	APP. NO	REG. NO.	STATUS
ANANDTECH	United States of America		3227693	Registered
LIVESCIENCE	United States of America	87/661684		Filed
NEWSARAMA	United States of America		3680693	Registered
PURCH	United States of America		4951809	Registered
PURCH MARKETPLACE	United States of America		5054013	Registered
PURCHX	United States of America		5049666	Registered
SPACE.COM and Design	United States of America		2893482	Registered
TOM'S HARDWARE GUIDE	United States of America		3511239	Registered
SPACEKIDS	United States of America		2486065	Registered
PURCH	National France	154188230	154188230	Registered
PURCH	European Union	014817911	014817911	Registered
TOM'S GAMES	National France	073532488	073532488	Registered

TOM'S HARDWARE	National France	184440834		Filed
tom's HARDWARE (& Design)	National France	184440838		Filed
Tom's hardware guide	National Germany	30027639.7	30027639	Registered
Tom's hardware guide	International registration	746349	746349	Registered
Tom's hardware guide	International Austria	746349	746349	Registered
Tom's hardware guide	International Benelux	746349	746349	Registered
Tom's hardware guide	International China	746349	746349	Registered
Tom's hardware guide	International Denmark	746349	746349	Registered
Tom's hardware guide	International Finland	746349	746349	Registered
Tom's hardware guide	International France	746349	746349	Registered
Tom's hardware guide	International Hungary	746349	746349	Registered
Tom's hardware guide	International Italy	746349	746349	Registered
Tom's hardware guide	International Norway	746349	746349	Registered

Tom's hardware guide	International Poland	746349	746349	Registered
Tom's hardware guide	International Portugal	746349	746349	Registered
Tom's hardware guide	International Spain	746349	746349	Registered
Tom's hardware guide	International Sweden	746349	746349	Registered
Tom's hardware guide	International Switzerland	746349	746349	Registered
Tom's hardware guide	International Turkey	746349	746349	Registered
Tom's hardware guide	International United Kingdom	746349	746349	Registered


IN WITNESS WHEREOF the parties hereto have set their hands the day and year first written above.

PURCH GROUP LLC



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Name: Zillah Byng-Thorne
Title: Director

FUTURE US, INC



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Name: Zillah Byng-Thorne
Title: Director