

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sporting News Limited		07/30/2020	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	FootballCo Media Limited		
Street Address:	12 Hammersmith Grove		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W6 7AP		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5082505	GOAL	
Registration Number:	5291230	GOAL	
Registration Number:	5291229	GOAL	
Registration Number:	5291228	GOAL	
Registration Number:	5438455	GOAL	
Registration Number:	5291227		
Registration Number:	5291226		
Registration Number:	5291225		
Registration Number:	5438454		
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	Gregory B. Phillips		
Address Line 1:	Knobbe, Martens, Olson & Bear, LLP		
Address Line 2:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		

OP \$240.00 5082505

DOMESTIC REPRESENTATIVE

Name: Gregory B. Phillips
Address Line 1: 2040 Main Street, 14th Floor
Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:	Gregory B. Phillips
---------------------------	---------------------

SIGNATURE:	/gregory phillips/
-------------------	--------------------

DATE SIGNED:	08/19/2020
---------------------	------------

Total Attachments: 9

source=Assignment - BRDGB34#page1.tif
source=Assignment - BRDGB34#page2.tif
source=Assignment - BRDGB34#page3.tif
source=Assignment - BRDGB34#page4.tif
source=Assignment - BRDGB34#page5.tif
source=Assignment - BRDGB34#page6.tif
source=Assignment - BRDGB34#page7.tif
source=Assignment - BRDGB34#page8.tif
source=Assignment - BRDGB34#page9.tif

30 July 2020

SPORTING NEWS LIMITED

as Assignor

and

FOOTBALLCO MEDIA LIMITED

as Assignee

**CONFIRMATORY TRADE MARK
ASSIGNMENT DEED**

CONTENTS

CLAUSE	PAGE
1. Assignment	2
2. General	3
Schedule 1 Trade Marks	4
Schedule 2 Definitions and Interpretation	6

CONFIRMATORY TRADE MARK ASSIGNMENT DEED dated 30 July 2020

PARTIES

- (1) **SPORTING NEWS LIMITED**, a private limited company with registered number 8426667 incorporated under the laws of England and Wales whose registered office is at Hanover House, Plane Tree Crescent, Feltham, England, TW13 7BZ (the **Assignor**); and
- (2) **FOOTBALLCO MEDIA LIMITED**, a private limited company with registered number 12701601 incorporated under the laws of England and Wales whose registered office is at 12 Hammersmith Grove, London, W6 7AP, United Kingdom (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 or applicant (where applicable) of the Trade Marks.
- (B) The Assignor has entered into an asset transfer agreement with the Assignee dated 30 July 2020, which includes among other things the assignment of the Trade Marks, among other Intellectual Property Rights, to the Assignee (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 provisions of the Sale and Purchase Agreement.

IT IS AGREED:

1. 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 (Trade Marks), 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 7.1 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.

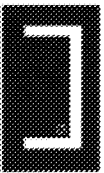



2.3 **Governing Law.** Subject to clause 2.4, this Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by, and interpreted in accordance with, English law. The parties submit to the exclusive jurisdiction of the English courts in relation to all matters 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 I
Trade Marks**

Registered Trade Marks

No.	Owner	Mark	Application or Registration no.	Jurisdiction	Class(es)	Status
1.	Sporting News Limited	GOAL & Device 	5438455	United States of America	9	Registered
2.	Sporting News Limited	GOAL & Device 	5291228	United States of America	35	Registered
3.	Sporting News Limited	GOAL & Device 	5291229	United States of America	38	Registered
4.	Sporting News Limited	GOAL & Device 	5291230	United States of America	41	Registered
5.	Sporting News Limited	GOAL & Device 	5082505	United States of America	45	Registered

No.	Owner	Mark	Application or Registration no.	Jurisdiction	Class(es)	Status
6.	Sporting News Limited	Goal Device 	5438454	United States of America	9	Registered
7.	Sporting News Limited	Goal Device 	5291225	United States of America	35	Registered
8.	Sporting News Limited	Goal Device 	5291226	United States of America	38	Registered
9.	Sporting News Limited	Goal Device 	5291227	United States of America	41	Registered
10.	Sporting News Limited	GOAL.COM	4162799	United States of America	9, 35, 41	Protected
11.	Sporting News Limited	GOAL.COM	920379A	WIPO	9, 16, 25, 28, 35, 38, 39, 41	Registered

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 (Trade Marks) and all issuances, extensions and renewals thereof.

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 2 (Definitions and Interpretation) 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

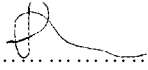
**SIGNED as a DEED and
DELIVERED by**

Stefano D'Anna

for **SPORTING NEWS
LIMITED** in the presence of:

Witness

Signature: *Stefano D'Anna*

Signature: 

Name: Sarah Macmillan

Address: 122 coombe Lane west Kingston Upon Thame
.....

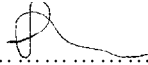
**SIGNED as a DEED and
DELIVERED by**

Stefano D'Anna

as attorney for **FOOTBALLCO MEDIA
LIMITED** in the presence of:

Witness

Signature: *Stefano D'Anna*

Signature: 

Name: Sarah Macmillan

Address: 122 coombe Lane west Kingston Upon Thame
.....