

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cipher Corp Holding Ltd		10/01/2020	Limited Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Spyscape Ltd		
Street Address:	Third Floor, 95 The Promenade		
City:	Cheltenham, Gloucester		
State/Country:	UNITED KINGDOM		
Postal Code:	GL501HH		
Entity Type:	limited company (Ltd.): UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5865043	S	
Registration Number:	5404307	SPYSCAPE	
CORRESPONDENCE DATA			
Fax Number:	7023820212		
<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:	(702) 382-0200		
Email:	mark@borgheselegal.com		
Correspondent Name:	Mark Borghese		
Address Line 1:	10161 Park Run Drive, Suite 150		
Address Line 4:	Las Vegas, NEVADA 89145		
NAME OF SUBMITTER:	Mark Borghese		
SIGNATURE:	/MB/		
DATE SIGNED:	12/28/2021		
Total Attachments: 13			
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DATED AS OF

[1 OCTOBER] 2020

CIPHER CORP HOLDING LIMITED (1)

SPYSCAPE LIMITED (2)

Intra-group Assignment and Transfer of Intellectual
Property Rights

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THIS CONTRACT is made as of [1 October] 2020

BETWEEN

- (1) **CIPHER CORP HOLDING LIMITED** a company incorporated and registered in England and Wales with company number 08880897 whose registered office is at Third Floor, 95 The Promenade, Cheltenham, Glos, UK GL50 1HH (the "**Assignor**"); and
- (2) **SPYSCAPE LIMITED** incorporated and registered in England and Wales with company number 10296562 whose registered office is at 95 Promenade, Cheltenham, UK, GL50 1HH (the "**Assignee**").

WHEREAS

- (A) The Assignee is a wholly-owned subsidiary of the Assignor established to hold the Intellectual Property Rights for the group of companies.
- (B) In its Project management role, prior to the formation of the Assignee, the Assignor has become the legal and/or beneficial owner of certain Intellectual Property Rights that the parties now intend to be held wholly by the Assignee.
- (C) The Assignor has agreed to assign to the Assignee all of its right, title and interest in the Intellectual Property Rights in the Materials described in Schedule 1 and the rights detailed in Schedule 2 (together, the **Assigned Rights**), and any related goodwill which it has acquired, may have acquired, or will acquire hereafter in relation to the Assigned Rights on the terms set out in this Assignment.
- (D) Defined terms used in these recitals are as defined elsewhere in this Assignment.

IT IS AGREED as follows:

1. Interpretation

The following definitions and rules of interpretation apply in this Assignment.

1.1 Definitions:

Assigned Rights means all the Intellectual Property Rights set out in Schedules 1 and 2 hereto, including without limitation those embodied in the Materials.

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, so-called endorsement, publicity or personality rights, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

Materials means the materials described in Schedule 1.

Project means the Spyscape Project, the development of content and infrastructure for venues to provide consumers with an espionage, information and role-playing experience with continued offsite enablement through IT products, including apps, games, merchandise, television and film.

Project Know-How means any commercially valuable know-how or methodology acquired in and useful for the development and delivery of the Spyscape concept as a user and visitor experience, including both online and as a visitor attraction.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this Assignment.
- 1.3 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.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes faxes but not 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 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Commencement and duration

This agreement shall commence as of 1 October 2020 and shall continue unless terminated or varied earlier in accordance with Clause 10.

3. Assignment

- 3.1 In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges) ("the Fee"), the Assignor hereby assigns (by way of present and future assignment) to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:
- 3.1.1 the absolute entitlement to any registrations granted pursuant to any present or future application (to include any patent, registered design or trade mark) related to or deriving from the Assigned Rights;
 - 3.1.2 all goodwill attaching to any elements of look and feel in the Assigned Rights, and to any trade mark, registered or unregistered, and in respect of the business relating to the goods or services for which such trade marks are registered or used, and the right freely to register, re-register and trade using such marks;
 - 3.1.3 the benefit of and legal title in any Intellectual Property Rights of the nature and kind of the Assigned Rights arising hereafter and vesting in Assignor by operation of any contract named in the Schedule hereunder;
 - 3.1.4 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; and
 - 3.1.5 for the avoidance of doubt, there shall be no restriction, charge, restraint or limitation on Assignee's rights to hold and exploit the Assigned Rights, nor to license or assign the Assigned Rights throughout the universe.

4. Licence

- 4.1 To the extent that the Assigned Rights (or any part thereof) use, incorporate or are otherwise reliant on Intellectual Property Rights that are not owned by Assignor but vest in a third party, the Assignor hereby (to the fullest extent its rights permit) transfers and grants Assignee a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable, transferable right and license to use such Intellectual Property Rights and materials as necessary for the Assignee to fully use, reproduce, prepare derivative works of, publicly display, publicly perform, make, market, sell, exploit, and otherwise enjoy the benefit of the Intellectual Property Rights assigned hereunder (including any modifications, improvements, enhancements, or derivatives thereto).
- 4.2 For the avoidance of doubt such licence shall include, but is not limited to, the Assignee's right to publish, translate, reproduce, broadcast, distribute, transmit, use, sublicense, assign, sell and dispose of all Materials in any manner, and to authorise others to do so.

5. VAT

Any fees or price charged is exclusive of UK VAT. UK VAT shall be chargeable in accordance with existing UK VAT law. For the avoidance of doubt it is expected that the assignment of the intellectual property is subject to UK VAT. The Assignee warrants to pay the appropriate amount of VAT upon issue of a valid UK VAT invoice.

6. Warranties

6.1 The Assignor warrants that, except as expressly set out in Schedule 3:

- 6.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- 6.1.2 it has not licensed or assigned any of the Assigned Rights;
- 6.1.3 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- 6.1.4 it is unaware of any current or likely infringement of any of the Assigned Rights;
- 6.1.5 as far as it is aware, 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;
- 6.1.6 all so-called moral rights (or similar rights in whatever jurisdiction) in the Assigned Rights have, where appropriate, been waived by the author(s);
- 6.1.7 as far as it is aware or reasonably ought to be aware, exploitation of the Assigned Rights will not infringe the rights of any third party;
- 6.1.8 it has obtained a grant or waiver of rights in respect of the Assigned Rights from any consultants to the Project involved in the development of the Assigned Rights under its instruction, control or direction; and
- 6.1.9 in respect of any Assigned Rights that the Assignor has commissioned or acquired from third parties, such rights have been obtained with full title guarantee and all appropriate warranties as to originality and title or, in the case of any licensed third party rights which form any part thereof, that such Assigned Rights are hereby granted freely and lawfully without limitation and that any licences therein are adequate for the purposes of the Assignee's worldwide use in perpetuity hereafter (including the right freely to assign or subcontract), are granted irrevocably, and that such use shall not infringe the rights of any third party in whatsoever territory.

7. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including the enabling the registration of any rights.

8. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9. Entire agreement

This agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to ownership of the Project IP.

10. Variation

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

11. Severance

11.1 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.

11.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12. Counterparts

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.

13. Third-party rights

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

14. Notices

14.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

14.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

14.1.2 sent by fax to its main fax number.

14.2 Any notice shall be deemed to have been received:

14.2.1 if delivered by hand, on signature of a delivery receipt;

14.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

14.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission.

14.3 This clause 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.

15. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

AS WITNESS the hands of the parties hereto on the date first before written.



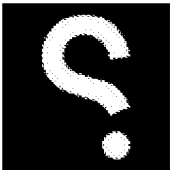

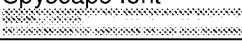

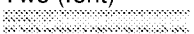
Signed by _____ 
for and on behalf of **CIPHER CORP** **Director**
HOLDING LIMITED

Signed by _____ 
for and on behalf of **SPYSCAPE** **Director**
LIMITED

Schedule 1
Core Spyscape Materials
(together, "the **Materials**")

A. The Spyscape Device Marks

1. All of the below device marks or fonts, whether registered or applied for in the name of Assignor, or otherwise in whatever amended form they may be registered, along with any associated design right or copyright, and including the right to register, apply for or oppose the same or similar marks in whatsoever Classes or territories, together with all common law rights with respect to the marks and all accrued goodwill associated with or symbolized by the marks. This assignment includes any and all rights, benefits and causes of action in respect to the Trade Marks, including but not limited to the right to sue and recover damages for past, present and future infringement of the Trade Marks and the right to bring or participate in any proceeding before the EUIPO and/or United States Patent and Trademark Office or equivalent agency in any country in connection with the Trade Marks. The rights, titles and interests assigned herein are to be held and enjoyed by Assignee and its successors and assigns as fully and as exclusively as they would have been held and enjoyed by Assignor had this assignment not been made.

Country of registration or application	Mark or Design (as applicable)	Application number/ Registration number (as applicable)	Class and specification of goods and services
EU	Question mark logo 	015576374	9, 14, 18, 25, 28, 41
EU	Spyscape logo 	015587488	9, 14, 18, 25, 28, 41
USA	Question mark logo 	5865043	9, 14, 18, 25, 28, 41
USA	Spyscape logo 	5404307	9, 14, 18, 25, 28, 41
EU (RCD)	Spyscape font 	003302439-0003	
EU (RCD)	Spyscape Redacted One (font) 	003302439-0002	
EU (RCD)	Spyscape Redacted Two (font) 	003302439-0001	

B. The Spyscape Branding

2. All Intellectual Property Rights created by the **Agency of Someone Limited** of 67 Leonard Street EC2A 4QS and assigned to Assignor under an agreement dated 4 December 2014, including the rights in any and all deliverables derived from any related project plans agreed pursuant to that agreement, including (but not limited to) logos, devices, designs, Spyscape title treatment, text, unregistered trade marks, and any and all rights created in the typeface, font and colour palette, and any associated goodwill.
3. Such rights shall specifically include, but are not limited to, the Spyscape Device Marks and all right, title and interest in the following marks, logos and designs (including the typeface, font and colour palette, related goodwill and the right to sue in passing off):



4. Such rights shall also include all rights held by or created by or for Assignor in the holding website at www.spyscape.com created using the Spyscape branding by the Agency of Someone Limited and all associated designs, graphics, code, software, plug-ins, applications, art, text, data and databases (including rights of control and access).

C. The Spyscape Website and related software

5. To the extent that any Intellectual Property Rights created for the Spyscape website or related software, graphics, design, data and functionality (including without limitation that in relation to central operations, staff management, ticketing and CRM) may have been acquired by the Assignor in the course of its dealings with **Byng Services Limited** of 345 Old Street EC1V 9LL, including under contract dated 6 April 2016, and **Else London Limited** of Metropolitan Wharf, 70 Wapping Wall, E1W 3SS, including under contract dated 6 May 2016, or any other website developers for the Spyscape website, these rights are hereby assigned as part of the Assigned Rights.

D. The Spyscape Story Bible

6. The Spyscape "Story Bible" (as the term is defined and used in the relevant contracts), storybook, and all literary works and other Intellectual Property Rights in any draft or finished deliverables assigned to Assignor under or pursuant to any of the following agreements:
 - Assignor agreement with **Storythings Limited** of Lighthouse, 28 Kensington Street, Brighton BN1 4AJ (dated 20 May 2014);
 - Assignor agreement with **Ingenium Business Affairs, Inc.** of 214 Juniper Cir Advance, North Carolina, USA 27006 (dated 2 September 2014); and
 - any of various writers' agreements (and associated copyright assignments) made with the Assignor entered into on or around 15 December 2014 with each of **Zach Craley, Howard Kaplan** and **Piana Productions Inc.** of 6253 Hollywood Blvd, CA 90028 trading as **Puck Creative Group** (for **Robert W. Soderstrom**).

7. Any further Intellectual Property Rights howsoever created or acquired by Assignor in any original story, text, characters, names or narrative elements attaching to the Spyscape design concept or user experience, whether by Assignor's employees or by consultancy agreement with any third party, to the extent necessary for the full and free exploitation of the Spyscape Story Bible and narrative elements by the Assignee.

E. Other copywriting work for Spyscape

8. Any literary works (in addition to those at D above) undertaken for the Assignor by way of copywriting tasks in respect of the Spyscape project, concept or user experience (including applications, games and software) and in respect of any Spyscape marketing materials, digital or physical (including hoardings and signage) and website or social media work. This shall include, but is not limited to, any work undertaken by **Reed Words Limited** of 36 Soho Square, London W1D 3QY (including that pursuant to a scope of work dated 14 March 2016 and agreements dated 1 April 2016 and 4 May 2016).

F. The Spyscape Design Concept and Related Know-How

9. All right, title and interest in and to the Intellectual Property Rights in respect of the Spyscape brand, website, design concept, UX and story, together with the Project Know-How, and any such rights howsoever acquired by Assignor, legally or beneficially, in developing the Spyscape concept and/or in the course of its appointment as Project manager, shall form part of the Assigned Rights hereunder.
10. Specifically, the Assigned Rights shall include any Intellectual Property Rights howsoever acquired (or which may be held by any competent authority to have been acquired) by the Assignor in the course of its dealings with any of its employees or contractors in respect of the creation of any Assigned Rights under in this Assignment. These shall include (to the extent applicable) those Intellectual Property Rights in any Spyscape design concept deliverables (plans, designs, texts, layouts, drawings, software, graphics, animations, video or photographs) created, produced, developed or commissioned in respect of the Spyscape user experience (visitor or online) and its online user interface, where not directly assigned to the Assignee under any separate agreement.
11. The effect of this Part F is intended without limitation to cover any Intellectual Property Rights howsoever vested now or hereafter in Assignor and created by: (a) **Local Projects LLP** of 123 William Street Suite 801, New York, NY 10038 which have been, or may hereafter be held to have been by any competent authority, assigned legally or beneficially to Assignor pursuant to its appointing, instructing or remunerating Local Projects LLP to develop the Spyscape design concept in any territory (including pursuant to a contract dated 7 March 2016 as between Local Projects LLP and Archimedia JH Holding Corp, the Assignor's parent company); or (b) the architect **Adjaye Associates Limited** of Edison House, 223-231 Old Marylebone Road, NW1 5QT, where such rights have not been expressly retained by the architect.
12. In respect of any deliverables provided by those contractors named in Sch.1 F(11): where any Intellectual Property Rights forming any part thereof have not been assigned to Assignor by the owner but granted under licence to Assignor for whatever purposes (be they third party materials or rights expressly retained by the consultant), Assignor agrees that these rights – to the extent they may reasonably be required by the Assignee for the purposes of developing, promoting and enabling operation of the Spyscape concept globally – shall be assigned or sub-licensed to the fullest extent Assignor is entitled, including expressly the right to sub-contract for such purposes.
13. All materials produced by Andrew Young and/or New Resolution Ltd of 106 Windermere Road Ealing W5 4TH, including without limitation any venue or concept operating manual and related materials produced for the Spyscape Project.

Schedule 2
Further Assigned Rights

A. Rights created by employees and further contractors under Assignor's direction

4. To the extent that any Intellectual Property Rights forming part of the Spyscape branding, website, design concept, business plan, user experience or story and any Project Know-How have hitherto been or will hereafter be acquired (or which may be held by any competent authority to have been acquired) by Assignor by means of any employees' activities or any consultancy agreements entered into by the Assignor (whether or not formalised and executed) for the purposes of the Project, these are agreed by the Assignor to form part of the Assigned Rights intended by the parties hereafter to be wholly owned by the Assignee.
5. The Assigned Rights shall include, without limitation, all Intellectual Property Rights of the nature set out in Sch.2 A(1) created and assigned to the Assignor by the following employees, directors, consultants or consultancies of the Assignor, each of whom the Assignor warrants and confirms has waived their own right, title or interest in any such Assigned Rights in favour of the Assignor:
 - (a) **Stephen Foulger and Audrey O'Connell**;
 - (b) **DesignPM Limited** of New Derwent House, 69-73 Theobalds Road, WC1X 8TA;
 - (c) **OneDotZero** of Unit 212c Curtain House 134-146 Curtain Road EC2A 3AR;
 - (d) **Charlotte Flint** of 82B Rolt Street SE8 5NN;
 - (e) **Katharine Hirst / Pinehurst Consulting** of 94 Pinehurst Court, W11 2BJ;
 - (f) **Freya Joseph** of 1 Nature View Apartments, Devan Grove N4 2GN;
 - (g) **Andrew Skipper / Saccade** of 66 Clarence Road, SW19 8QE;
 - (h) **Preeya Nagar** of 14 Southwell Road SE5 9PG;
 - (i) **My Design Company Limited** of 75 Leonard Street, London, EC2A 4QS; and
 - (j) **Keith Douglas Consulting Inc.** of 350 West 43rd Street, Suite 35D, New York, NY.

B. Media Assets and other non-IP intangibles

3. Any commercially confidential or valuable information in respect of the Spyscape Project that has been disclosed to the Assignor, and that Assignor is so entitled to provide to the Assignee, shall form part of the Assigned Rights to the extent it is necessary for the Assignee to carry on its business in sub-licensing the Assigned Rights to any group operating company and/or third party Spyscape venue.
4. To the extent that they are owned or controlled by Assignor, any domain name or social media account using the Assignee's mark "Spyscape" or words substantially similar, with any associated goodwill, content, registrations, applications, plug-ins, access rights, security log-ins and databases shall form part of the Assigned Rights, including:
 - (a) the domain names spyscape.com, spyscape.co.uk, spy-scape.co.uk, spyscape.net, spyscape.tv and tickets.spyscape.com;
 - (b) @spyscape (Twitter account); and
 - (c) Any other Spyscape-related social media pages or accounts (including Facebook, Instagram, LinkedIn, Pinterest or Twitter).
5. Right and title to marketing databases containing names and details for those registering interest in Spyscape via the website www.spyscape.com or otherwise.

Schedule 3

Certain assets expressly not assigned by this Assignment

Part 1 Local Architectural Rights, Research and Know-How

1. It is not intended hereunder that Assignee hereby acquire any proprietary rights in the documents or designs of the planned London Spyscape HQ at 7-14 Coventry Street, Piccadilly Circus, London W1D 7DH (the "London HQ Designs"), which are retained by the architect.
2. To the extent Assignee may require licences in the London HQ Designs (or in any other designs or copyright works retained by Adjaye Associates under its contractual arrangements with Assignor in respect of the Project), such rights are hereby granted and/or sub-licensed by Assignor to Assignee to the fullest extent permissible in accordance with Assignor's entitlement and the provisions of Part 3 below.

Part 2 The Kit Grover merchandise rights (works of joint ownership)

3. New copyright arising in the bespoke merchandise created by Kit Grover Limited under a contract with Assignor dated 2 December 2014 (the "KG Rights"), ownership of which (as both parties hereby acknowledge) is provided under said agreement to vest jointly in Assignor and Kit Grover Limited upon payment in full and placement of orders, and which rights cannot be assigned or sub-licensed without permission of Kit Grover Limited, shall remain with the Assignor hereafter until such time as an assignment is later agreed.
4. Assignor shall upon notice from the Assignee use its commercially reasonable endeavours to acquire full ownership of the KG Rights for assignment or transfer to Assignee on such terms as may be required by the Assignee, notwithstanding that at the time of writing it is acknowledged that the Assignee has not made such request in respect of the KG Rights.

Part 3 Licences and other third-party rights

5. Insofar as, and solely to the extent that, certain of the Assigned Rights and the use of the London HQ Designs may rely on (or contain elements which rely on) licences of third party Intellectual Property Rights granted to Assignor, including in relation to software, third party exhibition or website content (such as photographs, literary works, film or music), or works of architectural draughtsmanship, but which cannot be assigned because the Assignor lacks the necessary title, then:
 - (i) such rights or permissions have been properly acquired by Assignor (including the right to transfer or sub-license) in accordance with the warranties given hereunder; and
 - (ii) any such rights or permissions which have been granted to the Assignor by the rights holders for the purposes of the Project, and that are necessary for the exploitation of any Assigned Rights by the Assignee, are (to the full extent Assignor is so entitled) hereby irrevocably granted on a fully paid-up, worldwide, transferable, sublicensable basis to the Assignee and its subsidiaries or group companies.