

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757562

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 Bidco Limited		10/02/2021	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Dennis Publishing Limited		
Street Address:	31-32 Alfred Place		
City:	London		
State/Country:	ENGLAND AND WALES		
Postal Code:	WC1E 7DP		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88320062	DENNIS	
Serial Number:	88318919	DENNIS MEDIA	
Serial Number:	88319030	DENNIS PUBLISHING	
Registration Number:	5135343	MONKEY	
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:	Knobbe Martens Olson & Bear, LLP		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 2:	Attn: Jonathan A. Menkes		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	HGF034.001GEN		
DOMESTIC REPRESENTATIVE			
Name:	Knobbe Martens Olson & Bear, LLP		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 2:	Attn: Jonathan A. Menkes		

OP \$115.00 88320062

Address Line 4: Irvine, CALIFORNIA 92614	
NAME OF SUBMITTER:	Jonathan A. Menkes
SIGNATURE:	/JAM/
DATE SIGNED:	09/26/2022

Total Attachments: 10
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DEED OF ASSIGNMENT made the 2 October 2021

BETWEEN:

1. **BROADLEAF BIDCO LIMITED** incorporated and registered in England and Wales with company number 11473951 whose registered office is at 31-32 Alfred Place, London, WC1E 7DP (**Assignor**); and
2. **DENNIS PUBLISHING LIMITED** incorporated and registered in England and Wales with company number 01138891 whose registered office is at 31-32 Alfred Place, London, WC1E 7DP (**Assignee**).

AGREED TERMS

1. **Definitions**

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

- 1.1. "**Domain Names**" means any domain names which are registered in the name of the Assignor as at the Effective Date;
- 1.2. "**Effective Date**" means 2 October 2021;
- 1.3. "**Goodwill**" means any goodwill (and the right to sue for passing off) of the Assignor derived under the use of the Intellectual Property and the Domain Names;
- 1.4. "**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 Registered Trade Marks, the Domain Names, 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;
- 1.5. "**Registered Trade Marks**" means the registered trade marks set out in Schedule 1 Part A and any other registered trade marks which Assignor owned as at the Effective Date including (without limitation).

2. **Recitals**

- 2.1. Assignor is the owner of the Intellectual Property.
- 2.2. The Assignor and the Assignee agree that the Intellectual Property has a Fair Market Value of £[REDACTED]
- 2.3. Each of Assignor and Assignee is a subsidiary of Future plc within the meaning of Section 1159 of the Companies Act 2006 and for the purposes of Section 42 of the Finance Act 1930 (as amended), Section 170 of the Taxation of Chargeable Gains Act and Section 43 of the Value Added Tax Act 1994.
- 2.4. Assignor has agreed to assign the Intellectual Property to the Assignee on the terms and conditions set out below.

3. **Assignment**

- 3.1. In consideration of Assignee contributing the Intellectual Property to Assignor, 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.
- 3.2. In full consideration of the above, Assignee shall issue 1 ordinary share of £1 in Assignee to Assignor (receipt and sufficiency of which Assignor expressly

acknowledges). Notwithstanding the date of this Deed, it shall be deemed to be effective on the Effective Date.

4. Warranties

4.1. Assignor hereby warrants that:

- 4.1.1. it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Intellectual Property;
- 4.1.2. it has not licensed or assigned any of the Intellectual Property save as disclosed to the Assignee;
- 4.1.3. it is unaware of any infringement or likely infringement of any of the Intellectual Property;
- 4.1.4. so far as it is aware, exploitation of the Intellectual Property will not infringe the rights of any third party; and
- 4.1.5. 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. Proper law and jurisdiction

This Assignment shall be governed by the laws of England and Wales in every particular including formation and interpretation and shall be deemed to have been made in England and Wales and each of the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

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. Third Party Rights

No term of this Assignment is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

8. Entire Agreement

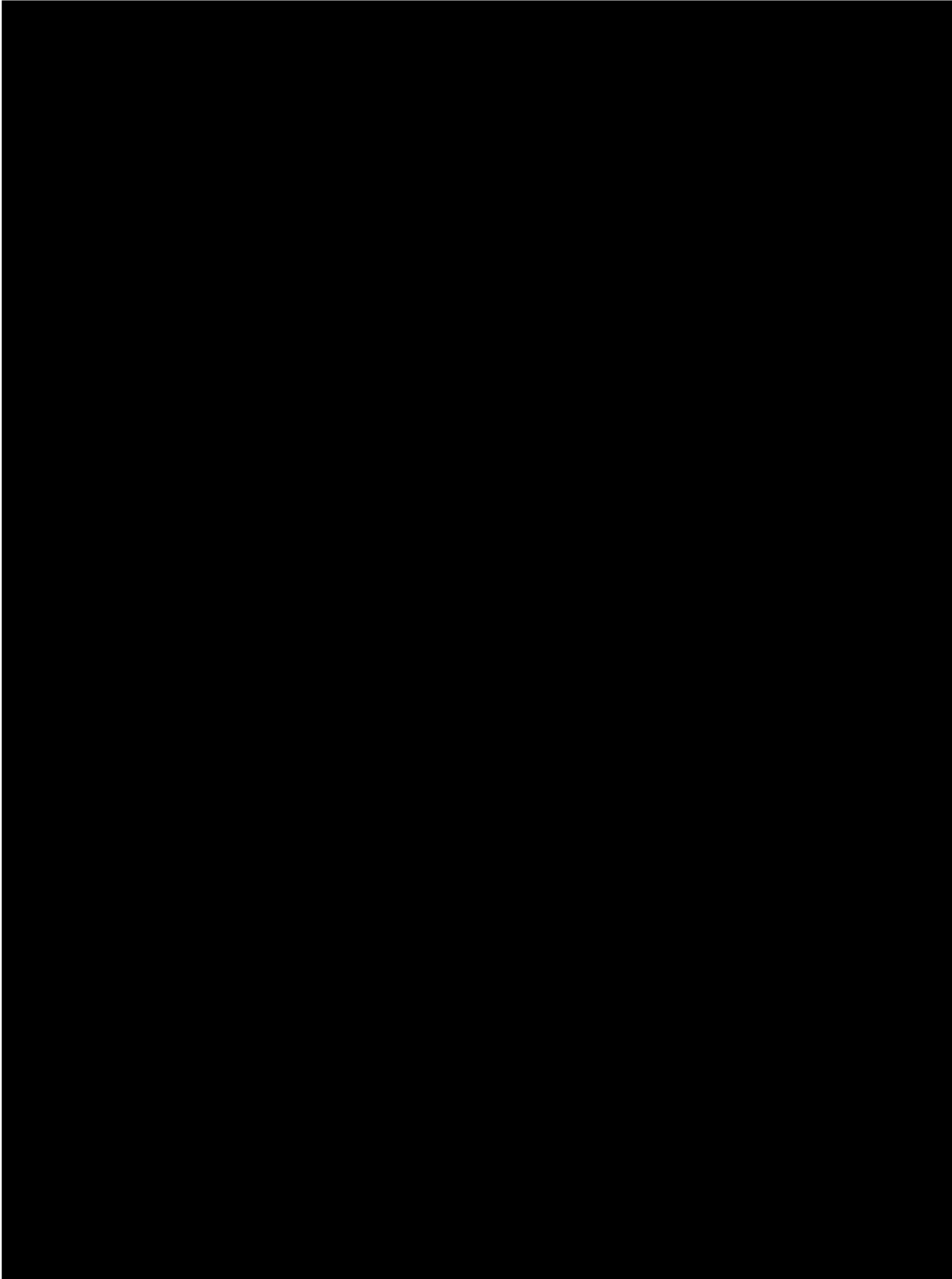
This Assignment and the Sale Agreement set out the entire agreement and understanding between the parties in relation to the subject matter of this Assignment.

9. 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.

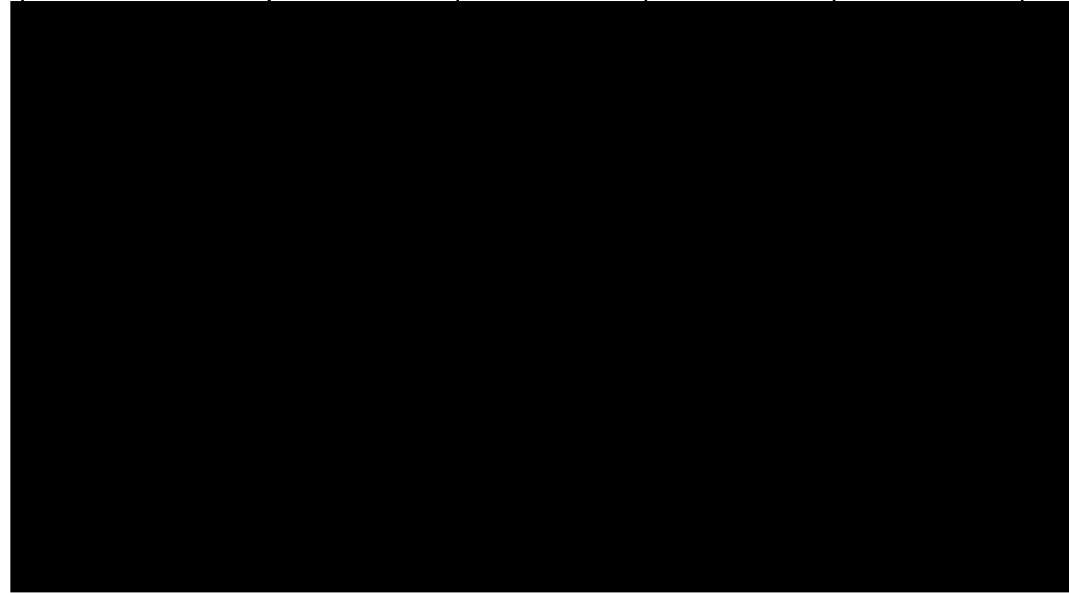
SCHEDULE 1

PART A - REGISTERED TRADEMARKS

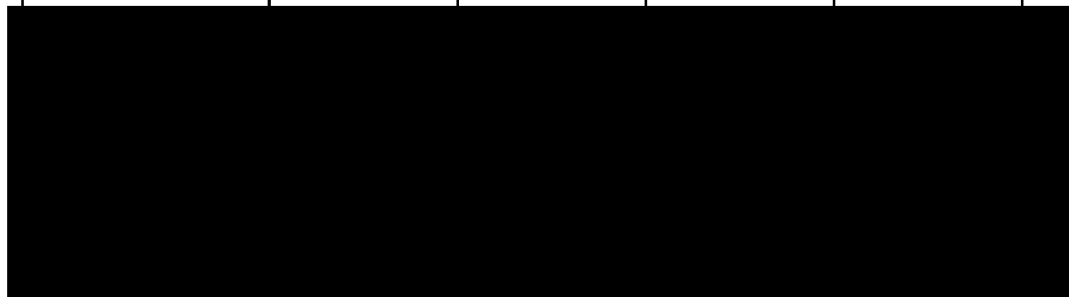




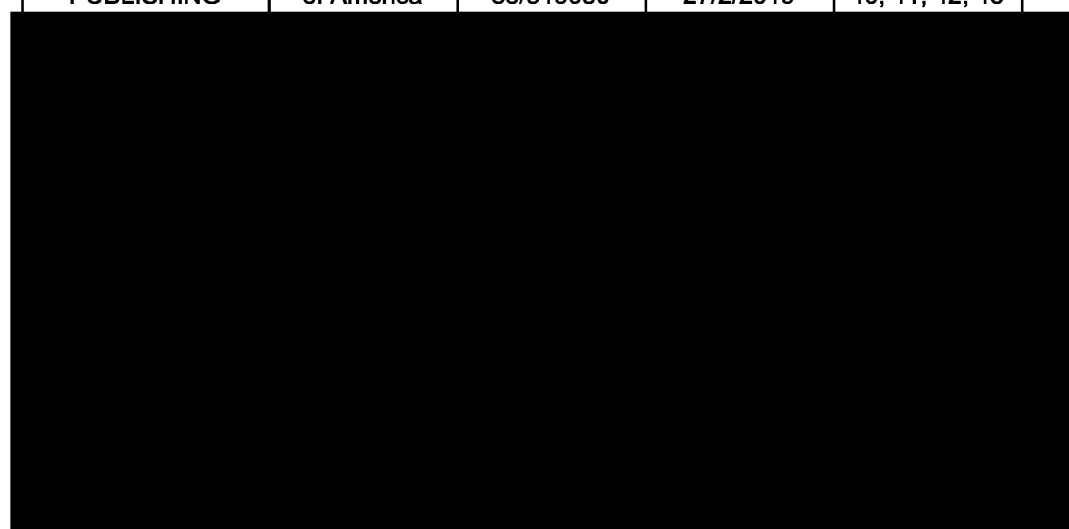
Dennis in a circle logo	United States of America	88/320062	28/2/2019	09, 16, 35, 38, 40, 41, 42, 45
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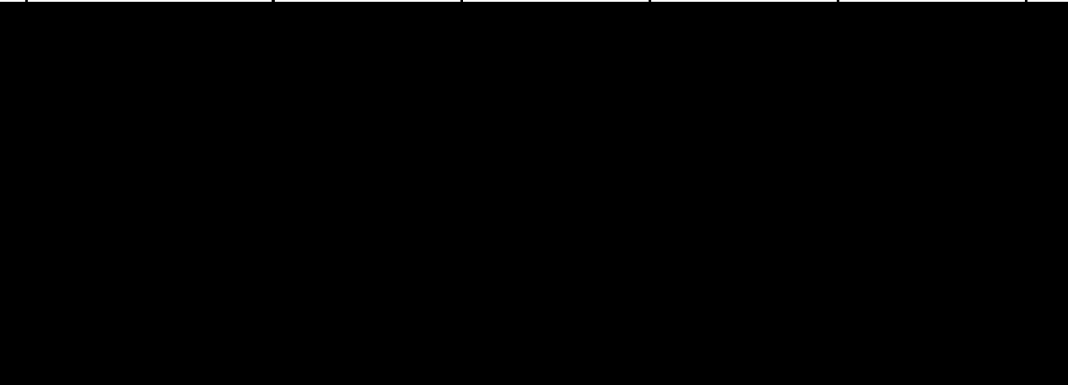
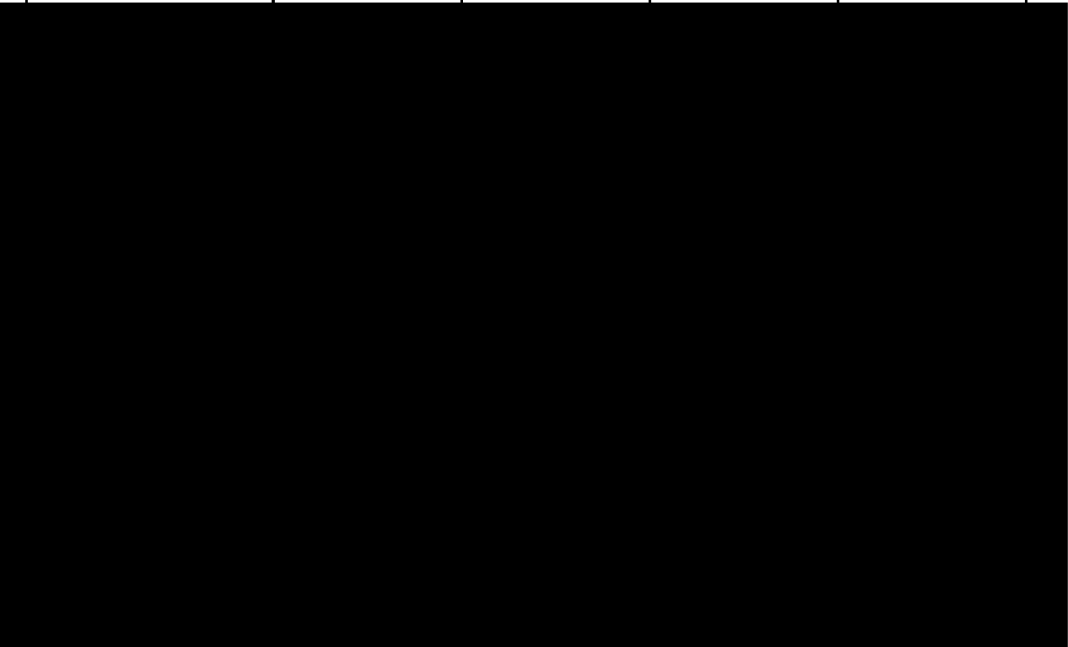
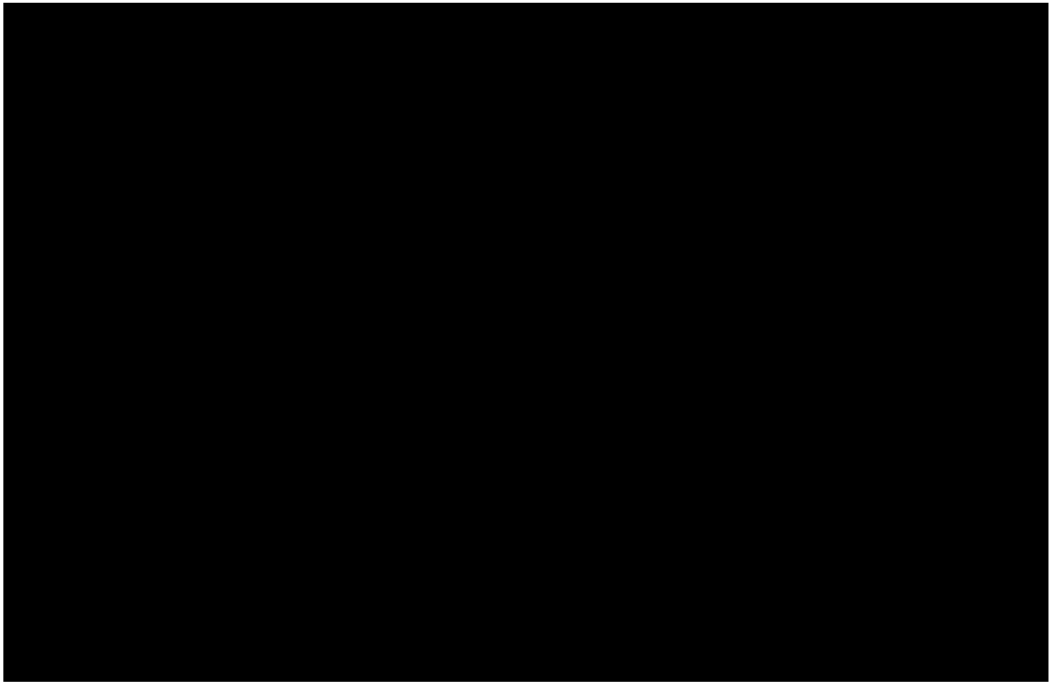


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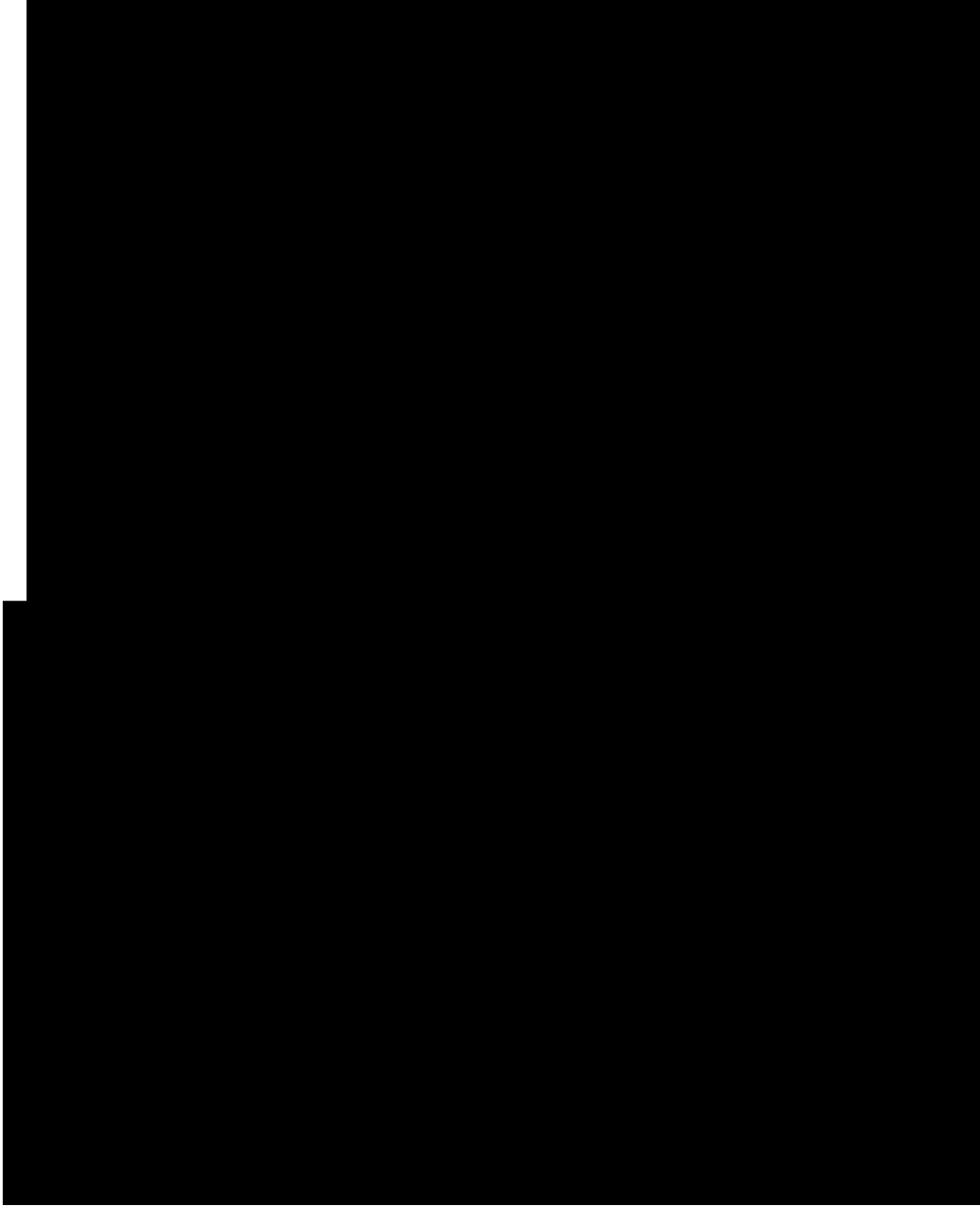
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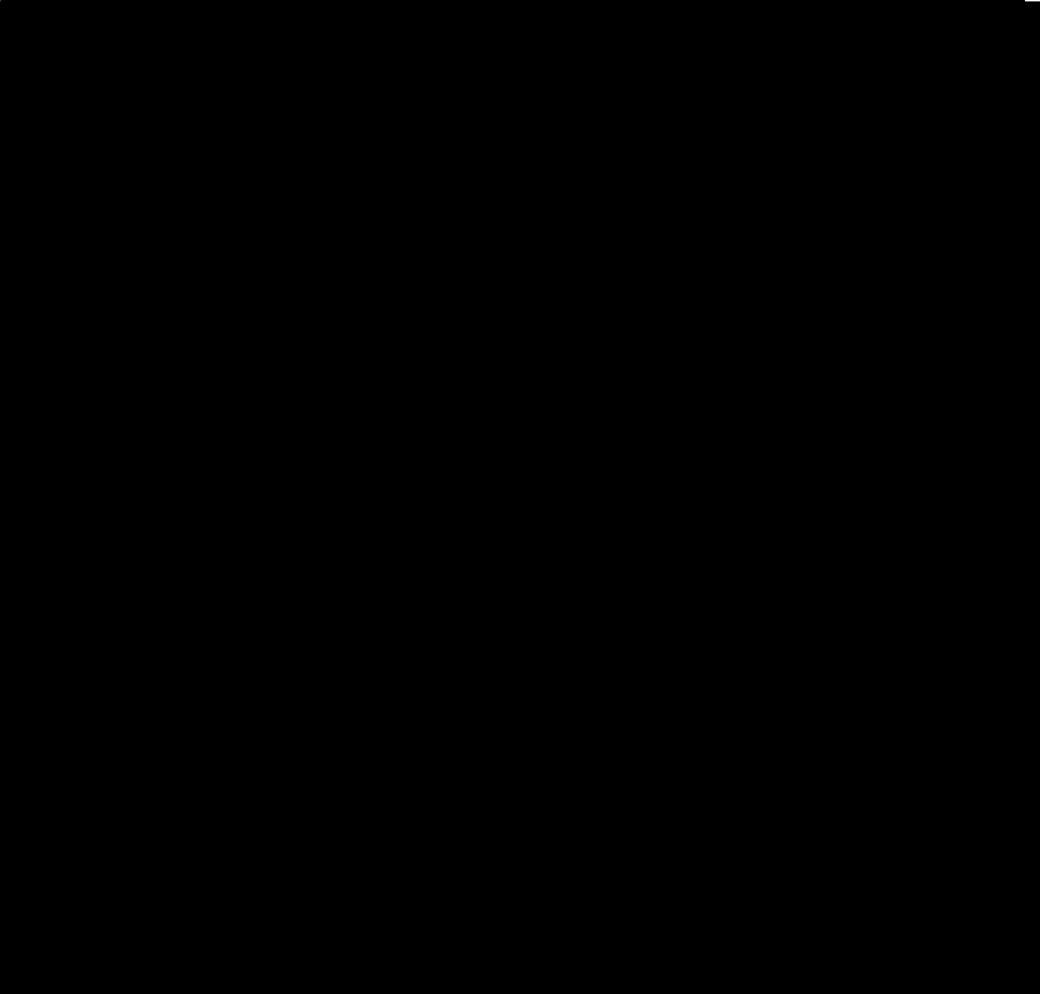
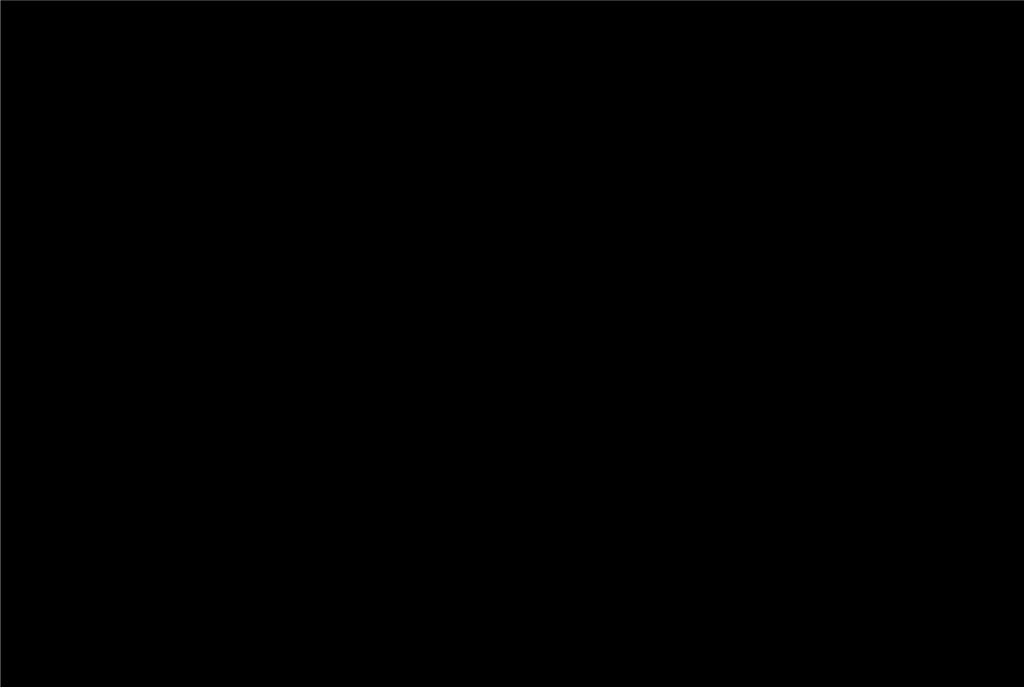


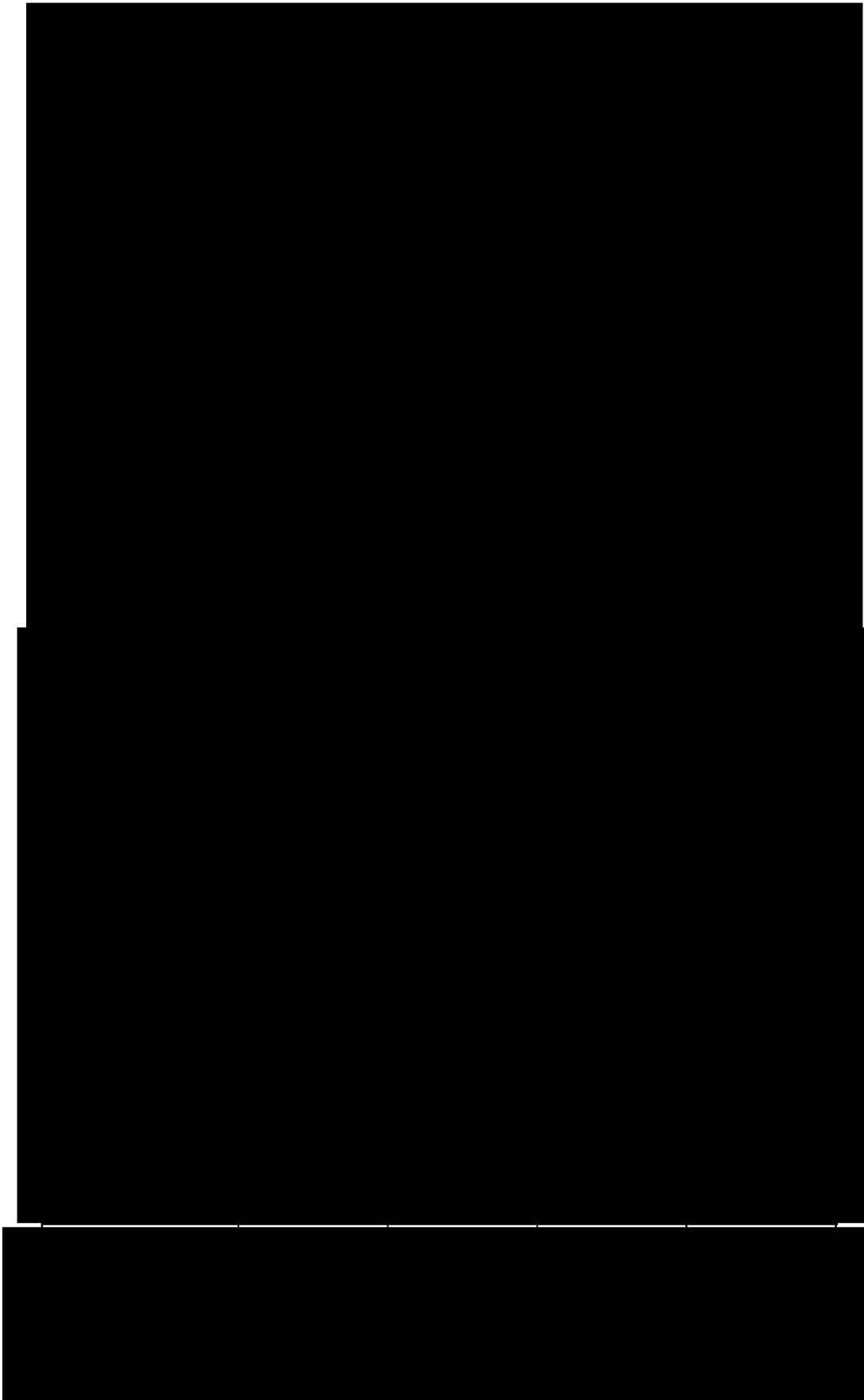




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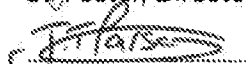


IN WITNESS WHEREOF the parties hereto have set their hands the day and year first written above.

Signed as a deed and delivered by)
BROADLEAF BIDCO LIMITED)
acting by one Director:)


.....
Oli Foster, Director

In the presence of a witness)


.....
Witness

Name of Witness: James Parsons
Address of Witness: 11 South Terrace, Bristol, BS6 6TG
Occupation of Witness: Chartered Accountant

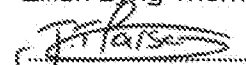
Signed as a deed and delivered by)
DENNIS PUBLISHING LIMITED)



acting by one Director:)

.....
Zillah Byng-Thorne, Director

In the presence of a witness)


.....
Witness

Name of Witness: James Parsons
Address of Witness: 11 South Terrace, Bristol, BS6 6TG
Occupation of Witness: Chartered Accountant