

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436688

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900410534

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mental Floss, Inc.		04/17/2011	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Felix Dennis
Street Address:	9/11 Kingly Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W1B 5PN
Entity Type:	INDIVIDUAL: UNITED KINGDOM

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3949187	SPLIT DECISION
Registration Number:	3092596	MENTAL FLOSS
Registration Number:	2985093	MENTAL FLOSS
Registration Number:	4703937	SMARTYPANTS
Registration Number:	2562547	MENTAL FLOSS

CORRESPONDENCE DATA

Fax Number: 6098961469

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.

Phone: 212.278.1433

Email: IPDocket@foxrothschild.com

Correspondent Name: William Hansen c/o Fox Rothschild LLP

Address Line 1: Princeton Pike Corporate Center

Address Line 2: 997 Lenox Drive, Building 3

Address Line 4: Lawrenceville, NEW JERSEY 08648-2311

ATTORNEY DOCKET NUMBER: 146033.00051

DOMESTIC REPRESENTATIVE

Name: William R. Hansen c/o Fox Rothschild LLP

Address Line 1:	Princeton Pike Corporate Center
Address Line 2:	997 Lenox Drive, Building 3
Address Line 4:	Lawrenceville, NEW JERSEY 08648-2311
NAME OF SUBMITTER:	William R. Hansen
SIGNATURE:	/William R. Hansen/
DATE SIGNED:	07/26/2017
Total Attachments: 11 source=Resubmission documents#page1.tif source=Resubmission documents#page2.tif source=Resubmission documents#page3.tif source=Resubmission documents#page4.tif source=Resubmission documents#page5.tif source=Resubmission documents#page6.tif source=Resubmission documents#page7.tif source=Resubmission documents#page8.tif source=Resubmission documents#page9.tif source=Resubmission documents#page10.tif source=Resubmission documents#page11.tif	

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement is made and entered into as of April 17, 2011 (this "IP Assignment") by and between Mental Floss, Inc., a corporation organized under the laws of the State of New York, and having a principal place of business at 55 West 39th Street New York, NY 10018, USA ("Assignor"), and Felix Dennis, having a principal place of business at 9/11 Kingly Street, London, England W1B 5PN ("Assignee").

WHEREAS, Assignor owns rights in certain Trademarks (as defined herein), which are set forth in Schedule A hereto, and may own rights in certain copyrights (Trademarks and copyrights are sometimes referred to collectively herein as "IP"), which are described and assigned herein (collectively, the "Transferred IP");

WHEREAS, Assignor has agreed to assign, and Assignee has agreed to acquire, all of Assignor's right, title, and interest in and to the Transferred IP; and

WHEREAS, Assignor hereby intends to assign all of its assignable and transferable IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, the sum of [REDACTED], the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For purposes hereof, the following shall apply:
 - (a) "Trademarks" means all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor, Internet domain names, in each case, adopted and used in connection with Assignor's business (the "Business").
 - (b) "US Version" means the edition of MENTAL FLOSS magazine published by Assignor in the United States.
2. Assignor does hereby assign, sell, transfer, and convey to Assignee, its successors and assigns,
 - (a) all of Assignor's right, title, and interest in and to the Trademarks, including the registered Trademarks or applications for registration set forth on Schedule A annexed hereto and made a part hereof;
 - (b) all of Assignor's right, title, and interest in and to all copyrights, if any, used in the Business, including all copyrights registered in the United States of America and in any and all foreign countries, including the rights enumerated in Title 17, United States Code, §106, such as the rights to reproduce the works, to prepare derivative works thereof, to distribute copies thereof, to display the works, and publicize the works;

- (c) all of Assignor's Trademarks and copyrights that may be adopted or developed by Assignor in the future so that when such Trademarks come into existence they shall thereupon be deemed to be assigned, transferred and conveyed to Assignee.

3. Regarding the Trademark registrations and applications and the common law Trademarks assigned pursuant to this IP Assignment, said properties are being conveyed together with the goodwill of the Business connected with the use thereof and symbolized by such Trademarks, to be held by Assignee for his own use and benefit, including, but not limited to, his right to license such Trademarks and associated goodwill.

4. Assignor hereby assigns, conveys, transfers, and vests in Assignee, and Assignee hereby assumes and agrees to perform and discharge, whether himself or through a licensee(s) or designee(s), the agreements set forth on Schedule B annexed hereto and made a part hereof (the "Assigned IP Contracts"); provided, however, that, to the extent the assignment of any Assigned IP Contract shall require the consent of any other party, (a) this IP Assignment shall not constitute an assignment of the same or any rights or liabilities thereunder if an attempted assignment thereof would constitute a breach of the terms of any such Assigned IP Contract, and (b) the assignment of such Assigned IP Contract shall not be effective unless and until the consent of such other party shall have been obtained. Both Assignor and Assignee shall use all reasonable efforts to obtain the required consent to any such assignment. If any such consent is not obtained, Assignor shall cooperate with Assignee in any reasonable arrangement requested by Assignee designed to provide for Assignee the benefit, monetary or otherwise, of any such Assigned IP Contract, including enforcement of any and all rights of Assignor against the other party thereto arising out of the breach or cancellation of any contract or rights by such other party or otherwise. Notwithstanding the prior sentence, in no event shall Assignor be required to pay any fees imposed by the other party or costs associated with obtaining consent for any Assigned IP Contract, unless such costs are attributable to obligations of Assignor prior to the Closing Date regarding Assignor's purchase of the assets of Mental Floss, LLC on April 17, 2011.

5. Assignor hereby authorizes and requests the appropriate official at the United Kingdom Patent Office, and any official of any country or countries foreign to the United Kingdom, whose duty it is to issue registrations for Trademarks or other evidence or forms of applications, to issue the same to the said Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.

6. Assignee shall retain the exclusive right to bring and maintain actions for, and to settle, release, and compromise claims for infringement of, the Transferred IP occurring prior to the date hereof and to retain the proceeds thereof.

7. Assignee acknowledges and agrees that this IP Assignment only relates to the Trademarks and copyrights that are owned by Assignor and have been or will be adopted and used in connection with the Business and, otherwise, in connection with any IP contract to which Assignor is a party. Assignor agrees and consents to its assignment of its rights and obligations in connection with the Transferred IP hereunder to Assignee in accordance with the terms of this Intellectual Property Transfer Agreement.

8. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. This IP Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of New York (without application of principles of conflicts of law).

10. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Transfer Agreement on the date first written above.

Mental Floss, Inc

By: 

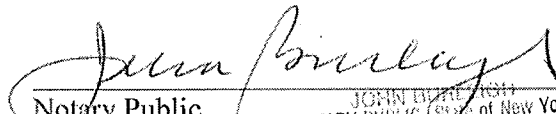
Name: Kevin E. Morgan

Title: CFO

On this 18th day of May, 2011, Kevin E. Morgan, a duly authorized officer of Mental Floss, Inc personally appeared before me, and to me personally known, stating that the foregoing instrument was signed on behalf of such entity pursuant to proper authority, and acknowledged the execution of the instrument as the free act and deed of the entity.

[SEAL]

ACKNOWLEDGED AND ACCEPTED BY:


Notary Public
My Commission Expires: December 7, 2013
JOHN BIRLEY 10311
NOTARY PUBLIC, State of New York
No: 314916545
Qualified in New York County
Commission Expires December 7, 2013

[ASSIGNEE]

By: 

Name: Felix Dennis

Title: ASSIGNEE

SCHEDULE A

US Trademarks

US (or Canada) Trademark Registrations

Mark	Registration Number	Registration Date
MENTAL FLOSS	3092596	May 16, 2006
MENTAL FLOSS	2985093	August 16, 2005
MENTAL FLOSS	2562547	April 16, 2002
MENTAL FLOSS (Canada)	TMA653073	November 21, 2005

US Trademark Applications

Mark	Application Number	Application Date
SPLIT DECISION	85009220	April 8, 2010
FOUR LETTER WORDS	85178872	November 17, 2010
SMARTYPANTS	77964641	March 22, 2010

Domain Names

1. mentalfloss.com
2. condensedknowledge.com
3. dailylunchquiz.com
4. geekyconfessions.com
5. greatestfacts.com
6. mentalflosshdyk.com

7. mentalflossmagazine.com
8. mentalflosstees.com
9. puppiesharingfacts.com
10. puppieswearinghats.com
11. smartestamerican.com
12. tuitiongiveaway.com
13. watercoolerammo.com
14. americassmartestperson.com
15. theamazingfactgenerator.com
16. elementalfloss.com
17. Feelsmartagain.com

Assignment of Trademarks

WHEREAS, on April 17, 2011, Mental Floss, Inc., a corporation organized under the laws of the State of New York, and having principal place of business at 55 West 39th Street New York, NY 10018, USA, transferred all rights, title and interest together with the good will associated therewith certain trademarks, *inter alia*, through an Intellectual Property Transfer Agreement which trademarks are set forth in Schedule A attached hereto ("the Trademarks") to Felix Dennis, having a principal place of business at 9/11 London, England W1B 5PN ("Felix Dennis");

WHEREAS, Felix Dennis intended to convey to Dennis IP Limited, ("Dennis IP"), 6 Kingly Street, 3rd Floor, London, United Kingdom W1B5PF and Dennis IP intended to acquire all of Felix Dennis's rights, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use thereof and symbolized by such Trademarks and all common law rights associated therewith;

WHEREAS, Felix Dennis being deceased, the Executors of his Estate hereby transfers all rights, title and interest together with the good will associated therewith in and to the Trademarks, *nunc pro tunc*, to Dennis IP;

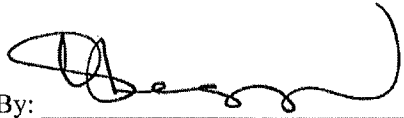
WHEREAS, to the best knowledge of the Estate of Felix Dennis by his Executors, without investigation or inquiry, no proceeding to cancel the registration of the Trademarks are pending and no other party makes a claim of ownership to the Trademarks or the registrations therefor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged effective as of April 17, 2011, *nunc pro tunc*, the Estate of Felix Dennis hereby confirms the assignment and transfer of all right, title and interest in and to the

Trademarks, its successors and assigns forever, together with the goodwill of the business connected with the use of and symbolized by the Trademarks to Dennis IP.

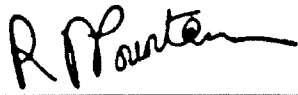
Dated this 11 day of May, 2017.

Estate of Felix Dennis

By:  _____

Name: Ian Leggett

Title: Executor

By:  _____

Name: Dick Pountain

Title: Executor

ACKNOWLEDGED AND AGREED:

Dennis IP Limited

By:  _____

Title: DIRECTOR

7387815, AA, AA

SCHEDULE A OF TRADEMARKS

Serial / Reg. No.	Dated	Mark
3092596	May 16, 2006	MENTAL FLOSS
2985093	August 16, 2005	MENTAL FLOSS
2562547	April 16, 2002	MENTAL FLOSS
3949187	April 19, 2011	SPLIT DECISION
4703937	March 17, 2015	SMARTYPANTS

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