

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUFFERS MEDIA LIMITED		10/06/2017	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	J. H. HAYNES & CO. LIMITED		
Street Address:	Sparkford, Yeovil		
City:	Somerset		
State/Country:	UNITED KINGDOM		
Postal Code:	BA22 7JJ		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86691852	BLUFFER'S GUIDE	
Serial Number:	86691853	BLUFFER'S GUIDE	
Serial Number:	86691855	BLUFFER'S GUIDE	
CORRESPONDENCE DATA			
Fax Number:	9494501764		
<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:	9494501750		
Email:	dstout@patlawyers.com		
Correspondent Name:	Donald E. Stout		
Address Line 1:	23461 South Pointe Drive, Ste 120		
Address Line 4:	Laguna Hills, CALIFORNIA 92653		
NAME OF SUBMITTER:	Donald E. Stout		
SIGNATURE:	/Donald E. Stout/		
DATE SIGNED:	03/05/2018		
Total Attachments: 10			
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DATED

6 OCTOBER

2017

- (1) **BLUFFER'S MEDIA LIMITED**
- (2) **J.H.HAYNES & CO. LIMITED**

DEED OF ASSIGNMENT

Michelmores 

THIS ASSIGNMENT is made on

6 OCTOBER

2017

BETWEEN:

- (1) **BLUFFER'S MEDIA LIMITED**, a company incorporated in England and Wales with registered number 07503948 whose registered office is at 3rd Floor 11a Cromwell Road, London, SW7 4AG (Assignor); and
- (2) **J.H.HAYNES & CO. LIMITED**, a company incorporated in England and Wales with registered number 01449587 whose registered office is at Sparkford, Yeovil, Somerset, BA22 7JJ (Assignee).

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Assignment the following words and expressions shall have the following meanings:

Asset Purchase Agreement the agreement relating to the sale and purchase of certain assets of the Business between the Assignor and the Assignee of even date to this Assignment;

Business the publishing business carried on by the Assignor as at Completion consisting of (but not strictly confined to) the production of written and social media content in association with the Bluffer's Media name and / or associated Intellectual Property;

Business Day a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Completion completion of the Asset Purchase Agreement;

Intellectual Property copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights to use and protect the confidentiality of confidential information (including know-how) 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; and

TRADEMARK

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Intellectual Property Rights all Intellectual Property listed in the Schedule to this Assignment.

- 1.2 Any phrase in this Assignment introduced by the term "include", "including", "in particular" or similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.
- 1.3 A reference to this Assignment includes its Schedules. A reference to a clause or a Schedule is a reference to a clause of, or Schedule to, this Assignment. A reference to a paragraph is to a paragraph of the relevant Schedule.

2 ASSIGNMENT

- 2.1 Pursuant to and for the consideration set out in the Asset Purchase Agreement, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all right, title and interest in and to the Intellectual Property Rights, together with all rights of action arising or accrued in respect of any and all of such assigned rights, including the right to take proceedings for infringement, passing off and any other rights of enforcement in connection therewith, and to seek and recover damages and all other remedies for all past infringements, passing off and any other breach of rights in connection therewith.
- 2.2 To the extent that this Assignment is not effective to assign any of the rights set out in Clause 2.1 because a law in another territory does not permit assignment, the Assignor shall hold all rights that are not so assigned on trust for the Assignee and the Assignor shall at the Assignee's request and cost execute such documents and do such things as are necessary to effect that assignment if possible, and if no assignment is possible the Assignor shall put in place such legal arrangement as most closely resembles an assignment in the relevant territory.

3 RECORDS

The Assignor assigns and undertakes to deliver to the Assignee, on or as soon as practicable after Completion, all material records and embodiments (in all forms and media) of all the rights assigned under this Assignment which records are in the possession, custody or control of the Assignor.

4 FURTHER ASSURANCE

- 4.1 The Assignor shall at the request and cost of the Assignee execute such documents and do all such acts and things as may be reasonably necessary for perfecting the assignment in Clause 2.
- 4.2 The Assignor irrevocably appoints the Assignee as its attorney in its name to execute all documents and do all such acts and things as may be necessary to give effect to and to perfect the terms of this Assignment. For so long as the Assignor's obligations under this Assignment remain undischarged, this power of attorney may not be revoked by the Assignor without the consent of the Assignee. A certificate in writing signed by or on behalf of the Assignee that any document falls within the authority conferred by this Clause 4.2 shall be conclusive evidence that that is the case.

5 **WAIVER**

Except as otherwise stated in this Assignment, the rights and remedies of each party under this Assignment are in addition to any other rights or remedies under this Assignment or the general law, and may be waived only in writing and specifically. Delay in exercising or non-exercise of any right or a partial exercise of any right under this Assignment is not a waiver of that or any other right under this Assignment. Waiver of a breach of any term of this Assignment shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

6 **ENTIRE AGREEMENT**

6.1 This Assignment and the Asset Purchase Agreement (and the documents referred to therein) constitute the entire agreement and understanding between the parties with respect to the subject matter of this Assignment, and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

6.2 Each party acknowledges to the other that it has not been induced to enter into this Assignment by nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Assignment. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Assignment shall be for breach of contract under the terms of this Assignment. Nothing in this Assignment shall exclude liability for fraud or fraudulent misrepresentation.

7 **RIGHTS OF THIRD PARTIES**

A person who is not a party to this Assignment has no rights under the Contracts (Rights of Third parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this Assignment.

8 **NOTICES**

8.1 Any notice or other communication under, or in connection with, this Assignment must:

8.1.1 be in writing and:

8.1.2 delivered personally, or sent by first class pre-paid recorded delivery post, or special delivery post, to the party due to receive that notice at the address set out in this Assignment (or to another address as may from time to time have been notified in writing to the other parties in accordance with this Clause 8).

8.2 Subject to clause 8.3, any notice or other communication will be deemed to have been served:

8.2.1 if delivered personally, when left at the address referred to in clause 8.1;

- 8.2.2 If sent by first class pre-paid recorded delivery post, two days after posting it; and
- 8.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 8.3 If a notice is given or deemed given at a time or on a date which is not a Business Day, it will be deemed to have been given on the next Business Day.
- 8.4 Notice given under this Assignment shall not be validly served if sent by email.
- 8.5 This clause 8 shall not apply to the service of any proceedings or other documents in any legal action

9 GOVERNING LAW AND JURISDICTION

- 9.1 This Assignment and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- 9.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

This Assignment has been executed and delivered as a deed on the date written at the beginning of it.

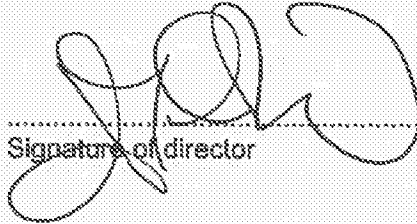
Executed as a deed by
J.H. HAYNES & CO. LIMITED
acting by:
Jeremy Yates-Roull

.....
Name of director

in the presence of:

.....
RICHARD PARKER
Witness name [IN BLOCK CAPITALS]

.....
HAYNES PUBLISHING SERVICES
Witness address **SOMERSET**
BA22 7JY

.....

Signature of director

.....

Signature of witness

.....
DIRECTOR
Witness occupation

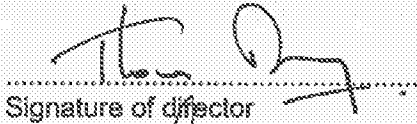
Executed as a deed by
BLUFFER'S MEDIA LIMITED
acting by:

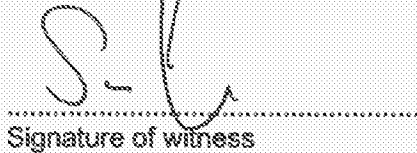
.....
THOMAS DREWRY
Name of director

in the presence of:

.....
SIMON JONES
Witness name [IN BLOCK CAPITALS]

.....
Witness address

.....

Signature of director

.....

Signature of witness

.....
SOLICITOR
Witness occupation

ADAMS & REMERS LLP
SOLICITORS
COMMONWEALTH HOUSE
55-58 PALL MALL
LONDON SW1Y 5JH
+44(0)20 7024 3600 DX 140545 PICCADILLY 5


SCHEDULE


REGISTERED INTELLECTUAL PROPERTY RIGHTS

DOMAIN NAMES

DOMAIN NAME	RENEWAL DATE
www.bluffers.co.uk	26 October 2018
www.bluffers.com	01 December 2019
www.bluffers.net	26 October 2018
www.bluffers.org	26 October 2018
www.bluffersguide.co.uk	26 October 2018
www.bluffersguide.com	02 November 2018
www.bluffersguides.co.uk	26 October 2018
www.bluffersguides.com	26 October 2018
www.bluffersguides.tv	18 May 2018
www.bluffyourway.com	10 December 2018
www.thebluffer.co.uk	18 May 2019
www.thebluffer.com	01 October 2018
www.thebluffer.tv	18 May 2018

TRADE MARKS

TRADE MARK	CLASS(ES)	TYPE	REGISTRATION	EXPIRY
BLUFFER'S GUIDE	9, 16, 28, 35, 38, 42, 45	EUTM	014254163	15/06/2025
BLUFFER'S GUIDE	25, 32, 41	EUTM	014290464	24/06/2025
B and Crown Device 	9, 16, 35, 38, 41	UK	2604149	12/12/2021
BLUFF YOUR WAY	16, 41	UK	2124052	18/02/2027

BLUFFER'S GUIDE	9, 16, 28, 35, 38, 41, 42, 45	UK	3113350	15/06/2025
BLUFFER'S	9, 16, 28, 35, 38, 41, 42, 45	UK	3113348	15/06/2025
BLUFFER'S	9, 35, 38	UK	2604151	12/12/2021
BLUFFER'S	16, 41	UK	2124053	18/02/2027
BLUFFER'S and Crown Device 	9, 16, 35, 38, 41	UK	2604150	12/12/2021
THE BLUFFER / BLUFFER	9, 16, 35, 38, 41	UK	2597814	14/10/2021
THE BLUFFER'S GUIDE / BLUFFER'S GUIDE	41	UK	1476483	07/09/2018
THE BLUFFER'S GUIDE / THE BLUFFER'S GUIDES	16	UK	1523998	16/01/2020
THE BLUFFER'S GUIDE / THE BLUFFER'S GUIDES	9, 38	UK	2597816	14/10/2021
WYNK	9, 16, 35, 38, 41	UK	2623663	08/06/2022
USA TRADE MARKS	CLASS(ES)	TYPE	REGISTRATION	STATUS
BLUFFER'S GUIDE	41	USA	86691855	LIVE Filed 14/07/2015
BLUFFER'S GUIDE	16	USA	86691853	LIVE Filed 14/07/2015
BLUFFER'S GUIDE	9	USA	86691852	LIVE Filed 14/07/2015

UNREGISTERED INTELLECTUAL PROPERTY RIGHTS

1 All Intellectual Property protecting, subsisting in or otherwise embodied in the Assets, as defined in the Asset Purchase Agreement and including:

2 Any copyright and design rights protecting the registered Trade Marks (as set out above).

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