

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. H. HAYNES & CO LTD.		02/08/2018	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	HAYNES PUBLISHING GROUP PLC		
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: 6			
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DEED OF ASSIGNMENT

THIS ASSIGNMENT is made the 8TH day of FEBRUARY 2018

BETWEEN J. H. Haynes & Co Ltd, a company formed and incorporated under the laws of England & Wales, company no. 01449587, of Sparkford, Yeovil, BA22 7JJ, GB (hereinafter called "the Assignor") of the one part, and Haynes Publishing Group PLC, a company formed and incorporated under the laws of England & Wales, company no. 00659701, of Sparkford, Yeovil, BA22 7JJ, GB (hereinafter called "the Assignee") of the other part.

WHEREAS

(A) By virtue of,

- an assignment dated 06 October 2017, and
- an Asset Purchase Agreement dated 6 October 2017,

the Assignor is the proprietor of the Intellectual Property Rights set forth in The Schedule hereto.

(B) The parties hereto have agreed that the Intellectual Property Rights shall be transferred by the Assignor to the Assignee for the consideration hereinafter set forth.

THIS DEED WITNESES AS FOLLOWS

1.1 The Assignor hereby ASSIGNS unto the Assignee with full title guarantee all right, title and interest in and to the Intellectual Property Rights, together with all rights of action, power and benefit belonging, accrued or arising therefrom, including the right to claim convention priority, and the right to take proceedings to recover damages and claim all other relief in respect of any acts of infringement, passing off and any other rights of enforcement in connection therewith, whether such acts shall have been committed before or after the date of this Assignment, together with the goodwill of the business relating to the goods in respect of which the Trade Marks are registered.

2.1 The Assignor warrants in favour of the Assignee that at the date hereof that it is the sole legal & beneficial owner of the Intellectual Property, the trade mark and domain name registrations detailed in the Schedule are subsisting and that nothing has been done nor has any event occurred whereby the same may be declared void or invalidated.

3.1 The Assignor covenants that he will execute all documents, papers, forms and authorisations and depose to or swear all declarations or oaths which may be necessary for securing, completing or absolutely vesting full right, title and interest to the Trade Mark Registrations in favour of the Assignee or of conferring on them all rights of action in relation to any passing off by third parties at the date hereof.

4.1 The Assignor further covenants that the Assignee shall have and enjoy quiet possession of the Trade Mark Registrations uninterrupted or disturbed by the Assignor or any person claiming under or in trust for them.

5.1 This Assignment constitutes 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.

6.1 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.

7.1 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.

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

- i. be in writing and:
- ii. 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 Any notice or other communication will be deemed to have been served:

- i. if delivered personally, when left at the address referred to in clause 8.1;
- ii. if sent by first class pre-paid recorded delivery post, two days after posting it; and
- iii. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

8.3 Notice given under this Assignment shall not be validly served if sent by email.

8.4 This clause 8 shall not apply to the service of any proceedings or other documents in any legal action.

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).

IN WITNESS of which this Assignment has been executed and delivered as a Deed the date and year first written above.

For and on behalf of
J. H. Haynes & Co Ltd



Name

RICHARD BARBER

Position

GROUP FINANCE DIRECTOR

In the presence of:

Signature

T Coulson

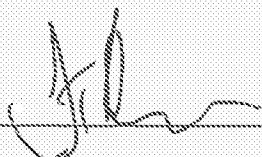
Name

TRICIA COULSON

Address

DRACAENA, HIGH STREET, KENTON MANORVILLE, SOMERTON TA11 6D2

For and on behalf of
Haynes Publishing Group PLC



Name

JAMES T. LUNKUM

Position

COO

In the presence of:

Signature

T. Cowson

Name

TRICIA COWSON

Address

DARCAVA, HIGH STREET, KEINTON MANDEVILLE, SOMERTON TA11 6DZ


THE 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	24/08/2025
B and Crown Device 	9, 16, 35, 38, 41	UK	2804149	12/12/2021
BLUFF YOUR WAY	16, 41	UK	2124052	18/02/2027

BLUFFER'S GUIDE	8, 16, 28, 35, 38, 41, 42, 45	UK	3113350	15/08/2025
BLUFFER'S	8, 18, 28, 35, 38, 41, 42, 45	UK	3113348	15/08/2025
BLUFFER'S	8, 35, 38	UK	2604151	12/12/2021
BLUFFER'S	16, 41	UK	2124953	18/02/2027
BLUFFER'S and Crown Device	8, 16, 35, 38, 41	UK	2604160	12/12/2021
				
THE BLUFFER / BLUFFER	8, 16, 35, 38, 41	UK	2587814	14/10/2021
THE BLUFFER'S GUIDE / BLUFFER'S GUIDE	41	UK	1476483	07/08/2018
THE BLUFFER'S GUIDE / THE BLUFFER'S GUIDES	16	UK	1623998	18/01/2020
THE BLUFFER'S GUIDE / THE BLUFFER'S GUIDES	8, 38	UK	2587816	14/10/2021
WYNK	8, 18, 35, 38, 41	UK	2623063	08/06/2022
USA TRADE MARKS	CLASS(ES)	TYPE	REGISTRATION	STATUS
BLUFFER'S GUIDE	41	USA	88881855	LIVE Filed 14/07/2015
BLUFFER'S GUIDE	16	USA	88881853	LIVE Filed 14/07/2015
BLUFFER'S GUIDE	8	USA	88881852	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:

copyright and neighbouring and related rights, rights in designs, including copyright and design rights protecting the registered trade marks set out above, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights to use and protect the confidentiality and confidential information (including know-how) and all other intellectual property rights.