

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528810

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Team Rock Limited		01/06/2017	Private Limited Company: SCOTLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Future Publishing Limited		
<b>Street Address:</b>	Quay House, The Ambury		
<b>City:</b>	Bath		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	BA1 1UA		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3644878	GOLDEN GODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2026268305		
<b>Email:</b>	dmullarkey@polsinelli.com		
<b>Correspondent Name:</b>	Daniel Mullarkey		
<b>Address Line 1:</b>	1401 I Street, NW, Suite 800		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	Golden Gods - 2734		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Daniel Mullarkey		
<b>Address Line 1:</b>	1401 I Street, NW		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Daniel P. Mullarkey		
<b>SIGNATURE:</b>	/daniel mullarkey/		
<b>DATE SIGNED:</b>	06/21/2019		

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**Total Attachments: 8**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

made the 6<sup>th</sup> day of January 2017

(1) **FUTURE PUBLISHING LIMITED**, a company incorporated under the Companies Acts (No. 2008885) and having its Registered Office at Quay House, The Ambury, Bath BA1 1UA (hereinafter called the "**Assignee**")

and

(2) **TEAM ROCK LIMITED** (in Administration), a company incorporated under the Companies Acts (No. SC395795) and having its Registered Office formerly at Number 3 Stanley Boulevard, Hamilton International Park, High Blantyre, Glasgow, Scotland, G72 0BN and now at FRP Advisory LLP, Apex 3, 95 Haymarket Terrace, Edinburgh, EH12 5HD (hereinafter called the "**Assignor**") acting through its Joint Administrators Jason Daniel Baker of FRP Advisory LLP, 110 Cannon Street, London, EC4N 6EU, Thomas Campbell MacLennan of FRP Advisory LLP, Apex 3, 95 Haymarket Terrace, Edinburgh, EH12 5HD and Alexander Iain Fraser of FRP Advisory LLP, Suite 2B, Johnstone House, 52-54 Rose Street, Aberdeen, AB10 1UD and appointed by virtue of Notice of Appointment of THE Directors dated 19 December 2016 and filed at the Court of Session on 19 December 2016 (hereinafter called the "**Administrators**")

and

(3) **THE ADMINISTRATORS** in their capacity as administrators of the Assignor.

**THIS ASSIGNMENT WITNESSES AS FOLLOWS**

**1. DEFINITIONS**

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

"**Archived Assets**" has the meaning given in the Sale Agreement;

"**Customer Databases**" has the meaning given in the Sale Agreement;

"**Domain Names**" has the meaning given in the Sale Agreement;

"**Editorial Materials**" has the meaning given in the Sale Agreement;

"**Events**" has the meaning given in the Sale Agreement;

"**Goodwill**" means the goodwill (and the right to sue for passing off) derived under the use of the Intellectual Property and the Domain Names and the publication, distribution, marketing, and sale of the Publications in any format, the operation of the Website and the hosting of the Events and the Social Media Pages together with the exclusive right for the Assignee to represent itself as carrying on the business of publishing, distributing, marketing, operating and selling the Publications, operating the Website and hosting the Events in succession to the Assignors and to use all trade names associated with that business including without limitation the Names and the Domain Names;

"**Intellectual Property**" means, subject always to the rights of any third parties in relation thereto, all copyrights, logos, get-ups, devices, patents, patent licensing agreements, designs, drawings, trading names, trademarks (including but not restricted to those listed at Part 4 of the

Schedule to the Sale Agreement), registered designs and other intellectual property rights relating to the Business and the Assets (in each case as defined in the Sale Agreement) owned by the Assignor or to which the Assignor has beneficial and unencumbered right as at the Completion Date, whether registered or unregistered, including (without limitation) rights in the Archived Assets, the Customer Databases, the Names, the Domain Names, the Goodwill, the Editorial Materials, the Publications, the Website and/or the Events;

“Names” means the names of the Publications, the Website and the Events;

“Publications” has the meaning given in the Sale Agreement;

“Sale Agreement” means the agreement for the disposal of the business of the production, publishing and distribution of the Publications, the operation of the Website and the hosting of the Events entered into between the Assignor (acting through the Administrators), the Assignee and the Administrators of even date to this Assignment;

“Social Media Accounts” has the meaning given in the Sale Agreement; and

“Website” has the meaning given in the Sale Agreement.

## 2. RECITALS

2.1 The Assignors are the owners of the Intellectual Property.

2.2 Pursuant to the Sale Agreement, the Assignor acting by the Administrators has agreed to assign the Intellectual Property to the Assignee on the terms and conditions set out below.

## 3. ASSIGNMENT

Pursuant to and for the consideration set out in the Sale Agreement (receipt of which is expressly acknowledged) the Assignor acting by the Administrators hereby assigns all its right, title and interest in and to the Intellectual Property to the Assignee absolutely 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.

## 4. EXCLUSION OF LIABILITY

4.1 In accepting this Assignment the Assignee acknowledges and confirms:

4.1.1 that the Administrators contract solely as agents of the Assignor and shall incur no personal liability of whatsoever nature (whether directly or indirectly, express or implied) and howsoever arising including without prejudice to the foregoing generality, personal liability in respect of any action or actions of whatsoever nature and howsoever arising in pursuance of the Assignor's rights and/or obligations under this Assignment and whether such claim is formulated in contract and/or tort or by reference to any other remedy or right, and in whatever jurisdiction or forum;

4.1.2 that no claim which may be or become competent to the Assignee arising directly or indirectly from this Assignment (or under any other document executed in consequence hereof or on or under any associated or collateral agreement or arrangement) will lie against the Administrators personally and the Administrators shall be entitled at any time to have any such documents or others amended to include an exclusion of personal liability in terms of this Clause 4 ; and

4.1.3 that any personal liability of the Administrators which would in terms of the Insolvency Act 1986 arise but for the provisions of this Clause 4 is hereby expressly excluded.

4.2 The Administrators have joined in as parties to this Assignment solely for the purpose of obtaining the benefit of the provisions of this Clause 4 and any other provisions in this Assignment in their favour.

4.3 Nothing in this Assignment shall constitute a waiver of any right of the Administrators to be indemnified, or to exercise a lien, whether under the provisions of the Insolvency Act 1986 or otherwise howsoever.

4.4 For the purpose of this Clause 4, references to "the Administrators" where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name the words "FRP", and the partners, shareholders, officers and employees of any such entity or partnership.

## **5. EXCLUSION OF REPRESENTATIONS AND WARRANTIES**

5.1 In accepting this Assignment, the Assignee acknowledges and agrees that all representations, warranties and conditions, express or implied, statutory or otherwise (including, without limitation, warranties and representations as to right, title or interest) in respect of the Intellectual Property or any part thereof are hereby expressly excluded.

5.2 Nothing in this Assignment is to require the Assignor and/or the Administrators to discharge in whole or in part any liability of the Assignor outstanding at the time of the Administrators' appointment.

## **6. DOCUMENTATION AND ASSISTANCE**

The Assignor and the Administrators covenant that upon the request and reasonable cost of the Assignee they will do (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. 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.

## **8. 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.

## **9. LEX LOCI**

This Agreement shall be governed and construed in all respects in accordance with the Law of Scotland.

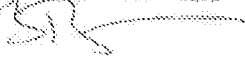
10. PROROGATION OF JURISDICTION

The parties hereto, insofar as not already subject thereto, hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF this Assignment consisting of this and the preceding 3 pages is executed as follows:

SIGNED for and on behalf of the said FUTURE PUBLISHING LIMITED

at LONDON  
on the 07 JANUARY  
day of FEBRUARY  
Two Thousand and 07



by  
one of its Directors in the presence of this witness:

R. Stanton Witness  
RICHARD STANTON Full Name  
35 CACOPOLIAN ROAD, BA2 7DD Address

SIGNED for and on behalf of the said TEAM ROCK LIMITED (in Administration) at  
on the  
day of  
Two Thousand and  
by  
one of the Administrators (without incurring personal liability on the part of any of the Administrators) in the presence of this witness:

..... Witness  
..... Full Name  
..... Address

SIGNED by  
for and on behalf of the Administrators (without incurring personal liability on the part of any of the Administrators) at  
on the  
day of  
Two Thousand and  
in the presence of this witness:

..... Witness  
..... Full Name  
..... Address

- 4.1.3 that any personal liability of the Administrators which would in terms of the Insolvency Act 1986 arise but for the provisions of this Clause 4 is hereby expressly excluded.
- 4.2 The Administrators have joined in as parties to this Assignment solely for the purpose of obtaining the benefit of the provisions of this Clause 4 and any other provisions in this Assignment in their favour.
- 4.3 Nothing in this Assignment shall constitute a waiver of any right of the Administrators to be indemnified, or to exercise a lien, whether under the provisions of the Insolvency Act 1986 or otherwise howsoever.
- 4.4 For the purpose of this Clause 4, references to "the Administrators" where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name the words "FRP", and the partners, shareholders, officers and employees of any such entity or partnership.
- 5. EXCLUSION OF REPRESENTATIONS AND WARRANTIES**
- 5.1 In accepting this Assignment, the Assignee acknowledges and agrees that all representations, warranties and conditions, express or implied, statutory or otherwise (including, without limitation, warranties and representations as to right, title or interest) in respect of the Intellectual Property or any part thereof are hereby expressly excluded.
- 5.2 Nothing in this Assignment is to require the Assignor and/or the Administrators to discharge in whole or in part any liability of the Assignor outstanding at the time of the Administrators' appointment.
- 6. DOCUMENTATION AND ASSISTANCE**
- The Assignor and the Administrators covenant that upon the request and reasonable cost of the Assignee they will do (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. 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.
- 8. 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.
- 9. LEX LOCI**
- This Agreement shall be governed and construed in all respects in accordance with the Law of Scotland.

10. PROROGATION OF JURISDICTION

The parties hereto, insofar as not already subject thereto, hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF this Assignment consisting of this and the preceding 3 pages is executed as follows:

SIGNED for and on behalf of the said FUTURE PUBLISHING LIMITED

at  
on the  
day of  
Two Thousand and  
by

one of its Directors in the presence of this witness:

..... Witness  
..... Full Name  
..... Address

SIGNED for and on behalf of the said TEAM ROCK LIMITED (in Administration) at EDINBURGH

on the SIXTH  
day of JANUARY  
Two Thousand and SEVENTEEN

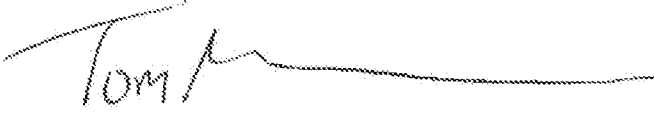
by THOMAS CAMPBELL MACLENNAN  
one of the Administrators (without incurring personal liability on the part of any of the Administrators) in the presence of this witness:



Jennifer Antonelli Witness  
JENNIFER MARGARET ANTONELLI Full Name  
SALTIRE COURT, 20 CASTLE TERRACE Address  
EDINBURGH, EH1 2EN

SIGNED by THOMAS CAMPBELL MACLENNAN  
for and on behalf of the Administrators (without incurring personal liability on the part of any of the Administrators) at EDINBURGH

on the SIXTH  
day of JANUARY  
Two Thousand and SEVENTEEN  
in the presence of this witness:




Jennifer Antonelli Witness  
JENNIFER MARGARET ANTONELLI Full Name  
SALTIRE COURT, 20 CASTLE TERRACE Address  
EDINBURGH, EH1 2EN



PART 3.  
TRADEMARK NAMES

lincoln {ip}

Trade Mark Schedule - Team Rock Limited

Our Ref	Country	Mark	Filing Date	Filing Number	Classes	Status	Comments
T1130GB	UK	CLASSIC ROCK	03 Sep 2009	UK00002525405	9, 16, 25, 35, 38 and 41	Registered	Renewal due 3 September 2019
T1130WO	WIPO	CLASSIC ROCK	04 Mar 2014	WO1211904	9, 16, 25, 38 and 41	Registered	Renewal due 4 March 2024
T1130WOAU	Australia	CLASSIC ROCK	04 Mar 2014	WO1211904	9, 16, 25 and 41	Registered	Renewal paid centrally at WIPO
T1130WOEM	CTM	CLASSIC ROCK	04 Mar 2014	WO1211904	9, 16, 25 and 41	Registered	Renewal paid centrally at WIPO
T1131GB	UK	CLASSIC ROCK PRESENTS	03 Sep 2009	UK00002525406	9, 16 and 41	Registered	Renewal due 3 September 2019
T1132AU	Australia	CLASSIC ROCK (logo)	16 Apr 2004	AU998287	9, 16 and 25	Registered	Renewal due 16 April 2024
T1132GB	UK	 CLASSIC ROCK (logo)	22 Mar 2011	UK00002576085	9, 38 and 41	Registered	Renewal due 15 April 2021
T1133GB	UK	METAL HAMMER	10 Mar 2003	UK00002376085	9, 16, 25, 35 and 41	Registered	Renewal due 10 May 2023
T1133MXA	Mexico	METAL HAMMER	06 Mar 2008	MX918972	9	Registered	Renewal due 6 March 2018
T1133MOB	Mexico	METAL HAMMER	06 Mar 2008	MX918972	16	Registered	Renewal due 6 March 2018
T1133MCC	Mexico	METAL HAMMER	06 Mar 2008	MX918971	41	Registered	Renewal due 6 March 2018
T1133WO	WIPO	METAL HAMMER	29 Jul 2014	WO2326085	9, 16, 25, 38 and 41	Registered	Renewal due 29 July 2024
T1133WOAU	Australia	METAL HAMMER	29 Jul 2014	WO2326085	9, 16, 25, 35 and 41	Registered	Renewal paid centrally at WIPO
T1133WOCH	China	METAL HAMMER	29 Jul 2014	WO2326085	9, 16, 25, 35 and 41	Pending	Awaiting Office Action...
T1133WOEM	CTM	METAL HAMMER	29 Jul 2014	WO2326085	9, 16, 25, 35 and 41	Opposed	Opposition filed by Axel Springer Mediatrouse Berlin GmbH
T1133WOIN	India	METAL HAMMER	29 Jul 2014	WO2326085	9, 16, 25, 35 and 41	Pending	Awaiting Office Action...
T1133WOJP	Japan	METAL HAMMER	29 Jul 2014	WO2326085	9, 16, 25, 35 and 41	Examined	Response filed at Japanese Trade Mark Office.
T1133WOUS	US	METAL HAMMER	29 Jul 2014	WO2326085	9, 16, 25, 35 and 41	Registered	Renewal due 12 April 2026
T1134GB	UK	METAL HAMMER (series of two)	03 Sep 1986	UK00001278075	16	Registered	Renewal due 9 September 2017
T1135GB	UK	DESTROYERS OF THE FAITH	23 Aug 2011	UK00002592784	9, 16, 25, 35 and 41	Registered	Renewal due 23 August 2021
T1136EM	CTM	GOLDEN GOONS	16 Oct 2008	007321599	9, 16, 35, 38 and 41	Registered	Renewal due 16 October 2018
T1136EM	CTM	TeamRock	29 Apr 2013	011779485	9, 16, 35, 38 and 41	Registered	Renewal due 16 October 2018
T1139WO	WIPO	TeamRock	04 Mar 2014	WO012646503	9, 16, 25, 38 and 41	Registered	Renewal due 4 March 2024

Confidential: Lincoln IP - October 2016

Our Ref	Country	Long title	Filing Date	Filing Number	Classes	Status	Comments
T1399WOAU	Australia	TeamRock	04 Mar 2014	WO012646303	9, 16, 25, 38 and 41	Allowed	Application published on 18 August 2016, opposition period runs for 2 months from publication date.
T1399WOCN	China	TeamRock	04 Mar 2014	WO012646303	9, 16, 25, 38 and 41	Pending	Awaiting Office Action...
T1399WOJP	Japan	TeamRock	04 Mar 2014	WO012646303	9, 16, 25, 38 and 41	Examined	Response filed at Japanese Trade Mark Office.
T1399WOUS	US	TeamRock	04 Mar 2014	US7915714	9, 16, 25, 38 and 41	Opposed	Opposition filed by World Wrestling Entertainment
T1419GB	UK	METAL HAMMER	27 Feb 2014	UK00003044401	9, 25, 38 and 41	Registered	Renewal due 27 February 2024
N/A	US	GOLDEN GODS	31 Oct 2008	US77505007	41	Registered	Renewal due 23 June 2019