

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567044

<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>
Immediate Media Company Bristol Limited		02/28/2019	Limited Liability Company: UNITED KINGDOM
<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>	UNITED KINGDOM		
<b>Postal Code:</b>	BA1 1UA		
<b>Entity Type:</b>	Limited Liability Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4527652	CYCLINGNEWS.COM	
<b>Registration Number:</b>	4162545	PROCYCLING	
<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>	trademarkdocketing@polsinelli.com		
<b>Correspondent Name:</b>	Daniel P. 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>	085457-535670-2634		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Daniel P. Mullarkey		
<b>Address Line 1:</b>	1401 I Street, NW, Suite 800		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Daniel P. Mullarkey		
<b>SIGNATURE:</b>	/daniel mullarkey/		

CH \$65.00 4527652

<b>DATE SIGNED:</b>	03/13/2020
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**Total Attachments: 6**

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Execution Version

Confidential

DEED OF ASSIGNMENT made the 28th day of February 2019

BETWEEN:

- (1) **IMMEDIATE MEDIA COMPANY BRISTOL LIMITED** (registered number 05715415), whose registered office is at Vineyard House, 44 Brook Green, Hammersmith, London, W6 7BT ("Assignor" or "Seller"); and
- (2) **FUTURE PUBLISHING LIMITED** (company number: 2008885) whose registered office is at Quay House, The Ambury, Bath, BA1 1UA ("Assignee" or "Buyer").

**BACKGROUND**

- (A) The Seller owns the Intellectual Property Rights (as defined below).
- (B) The Seller and the Buyer have entered into an agreement dated 8 February 2019 pursuant to which the Seller agrees to sell and the Buyer agrees to purchase the Business and Assets (both as defined therein) subject to and in accordance with the provisions of such agreement (the "Sale Agreement").
- (C) Pursuant to the Sale Agreement the Seller has agreed to assign to the Buyer the Intellectual Property Rights on the terms set out in this Assignment.

**AGREED TERMS**

**1. Definitions**

1.1 In this Assignment, where the context so admits, the following words and expressions shall have the following meanings:

"Advertiser Database" as defined in the Sale Agreement;

"Applications" means all mobile applications for smartphones, tablet computers or any other mobile device that relate exclusively to the Magazine or the Website as set out in Part B of Schedule 1 of the Sale Agreement;

"Business" means the business of the production, publishing and distribution of the Magazine and the operation of the Website as carried on by the Seller at the Completion Date;

"Completion Date" as defined in the Sale Agreement;

"Customer Database" as defined in the Sale Agreement;

"Digital Assets" means the Domain Names, the Social Media Accounts, Podcast, Podcast Recordings and the Applications;

"Disclosure Letter" as defined in the Sale Agreement;

"Domain Names" means the internet domain name(s) listed in Part A of Schedule 1 of the Sale Agreement;

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- "Goodwill"** means the goodwill of the Business and the exclusive right for the Buyer or any member of the Buyer's Group to represent itself as carrying on the Business in succession to the Seller and to use all trade names associated with the Business including without limitation the Sports Names and the Domain Names but excluding the Immediate Brand Rights;
- "Intellectual Property Rights"** means the intellectual property rights owned by the Seller exclusively relating to the Business, including: the Sports Names, the Trademarks and any trade mark applications or unregistered trade mark rights relating to the Magazine, the Website and the Digital Assets; registered or unregistered designs, design rights relating to, and all copyright and related rights in the layout of the Magazine, the Website and the Digital Assets; the Database IPR, copyright in the Editorial Materials and any intellectual property rights in the Digital Assets, save in each case insofar as such rights are the property of a third party;
- "Licensed IP"** means all copyright and related rights, database rights, trade marks, rights in get-up, design rights, topography rights, rights to use and protect the confidentiality of confidential information (including know-how) and all other intellectual property rights and all equivalent or similar forms of protection in any part of the world which a third party or third parties have licensed to the Seller or a member of the Seller's Group relating solely to the Magazine, the Website and/or any of the Digital Assets, including in relation to the Editorial Materials;
- "Magazine"** means the "ProCycling" magazine produced and published by the Seller or any member of the Seller's Group under the title (including any one shots or bookazines connected with the Business from time to time) and any references to "Print Magazine" shall mean the hard copy print edition of such magazine, "Digital Magazine" shall mean the electronic or digital edition of the Magazine (whether in flat PDF page-turner or interactive format), and "Magazine" shall mean either or both of the Print Magazine and Digital Magazine, as the context requires;
- "Podcast"** means 'The Cycling News Podcast' associated with the website, distributed through 'Podbean' and available on the Apple and Google Play platforms;
- "Podcast Recordings"** means all historical recordings of the Podcast, one copy of which will be retained by the Seller;
- "Seller's Group"** as defined in the Sale Agreement;
- "Social Media Accounts"** means all social media accounts used by the Seller (or any member of the Seller's Group) exclusively in connection with the Business, as set out in Part D of **Error! Reference source not found.** of the Sale Agreement;
- "Sports Names"** means "ProCycling" and "Cyclingnews";

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**"Trade Marks"** means the registered trademarks owned by the Seller in respect of the Business as set out at Part F of Schedule 1 to the Sale Agreement; and

**"Websites"** means the website at www.cyclingnews.com and associated URLs owned and/or operated by the Seller's Group for the purposes of the Business as set out in Part A of Schedule 1 but excluding software, databases and IT infrastructure which support such website.

1.2 In this Assignment, unless the context requires otherwise:

1.2.1 any reference to the parties or a Clause or Schedule is to the parties or the relevant Clause or Schedule of or to this Assignment, and any reference in a Schedule to a paragraph is to a paragraph of that Schedule or, where relevant, that part of that Schedule;

1.2.2 the Clause headings are included for convenience only and shall not affect the interpretation of this Assignment;

1.2.3 use of the singular includes the plural and vice versa;

1.2.4 use of any gender includes the other genders;

1.2.5 references to a "subsidiary undertaking" or "parent undertaking" are to be construed in accordance with section 1168 of the Companies Act 2006;

1.2.6 any reference to a statute, statutory provision or subordinate legislation ("legislation") shall be construed as referring to that legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation except to the extent that any amendment, re-enactment or consolidation on or after the date of this Assignment would increase the liability of a Party under this Assignment;

1.2.7 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 The Schedules form part of this Assignment and shall have effect as if set out in full in the body of this Assignment, and any reference to this Assignment includes the Schedules.

**2. Assignment**

2.1 Pursuant to and for the consideration set out in the Sale Agreement (receipt of which the Seller expressly acknowledges), the Seller hereby assigns to the Buyer with full title guarantee:

2.1.1 all of its right, title and interest in and to the Intellectual Property Rights (excluding the Licensed IP, to which the provisions of clause 3.2 of the Sale Agreement shall apply) 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 Rights whether occurring before, on, or after the date of this Assignment; and

2.1.2 all goodwill attaching to the Intellectual Property Rights and to the Business,

together referred to as the "Assigned Rights".

## Execution Version

2.2 On execution of this Assignment, the Seller shall:

2.2.1 deliver a duly completed (save for any parts to be completed by or on behalf of the Buyer) US Patent and Trademark Office Form PTO-1594 to record the transfer to the Buyer of the US registered trade mark numbers 4527652 and 4162545; and

2.2.2 promptly take whatever steps the Buyer reasonably requests to give the Buyer legal title and administrative control of the Domain Names.

### 3. Documentation and Assistance

The Seller shall, at its own cost and expense, 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 Buyer or required by law, to vest in the Buyer the full benefit of this Assignment.

### 4. Notices

The provisions of clause 24 of the Sale Agreement shall apply to this Assignment.

### 5. 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.

### 6. 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.

### 7. 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.

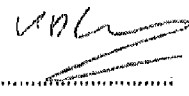
### 8. Governing law and jurisdiction

The provisions of clause 31 of the Sale Agreement (Governing Law, Jurisdiction and Service of Proceedings) shall apply to this Assignment.


This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Execution Version

Signed as a deed and delivered by  
**IMMEDIATE MEDIA BRISTOL LIMITED**  
acting by a director, in the presence of:

)  
)  
) 

.....  
Director

  
.....  
SIGNATURE OF WITNESS  
NAME: *Kemi Kailondo*  
ADDRESS: *13 Canada Road, DA8 2HE*  
OCCUPATION: *Lawyer*

.....  
Director/Secretary

Signed as a deed and delivered by  
**FUTURE PUBLISHING LIMITED**  
acting by a director, in the presence of:

)  
)  
)  
.....

Director

.....  
SIGNATURE OF WITNESS  
NAME:  
ADDRESS:  
OCCUPATION:

Execution Version

Signed as a deed and delivered by  
**IMMEDIATE MEDIA BRISTOL LIMITED**  
acting by a director, in the presence of:

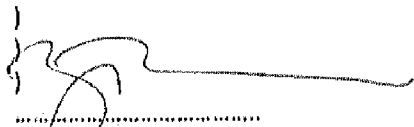
)  
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Director

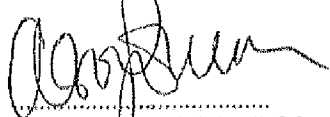
.....  
SIGNATURE OF WITNESS  
NAME:  
ADDRESS:  
OCCUPATION:

.....  
Director/Secretary

Signed as a deed and delivered by  
**FUTURE PUBLISHING LIMITED**  
acting by a director, in the presence of:

)  
  
.....

Director



.....  
SIGNATURE OF WITNESS  
NAME: AARON SOKELL  
ADDRESS: 53 ROCKERY COURT, LONDON, E10 5FA  
OCCUPATION: EXECUTIVE ASSISTANT