

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barcroft Studios Limited		12/01/2019	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Future Publishing Limited		
Street Address:	Quay House, The Ambury		
City:	Bath		
State/Country:	UNITED KINGDOM		
Postal Code:	BA11UA		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5936396	RIDICULOUS RIDES	
Registration Number:	5936395	DOG DYNASTY	
Registration Number:	5920295	SNAPPED IN THE WILD	
Registration Number:	5920293	SHAKE MY BEAUTY	
Registration Number:	5920292	HOOKED ON THE LOOK	
Registration Number:	5920290	BORN DIFFERENT	
Registration Number:	5920288	BEAST BUDDIES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2026268305		
Email:	trademarkdocketing@polsinelli.com		
Correspondent Name:	Daniel P. Mullarkey		
Address Line 1:	1401 I Street, NW, Suite 800		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	085457-654355-2734		
DOMESTIC REPRESENTATIVE			

CH \$190.00 5936396

Name: Daniel P. Mullarkey
Address Line 1: 1401 I Street, NW, Suite 800
Address Line 2: Polsinelli PC
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: Daniel P. Mullarkey

SIGNATURE: /daniel mullarkey/

DATE SIGNED: 03/25/2020

Total Attachments: 7
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DEED OF ASSIGNMENT made the 1 December 2019

BETWEEN:

1. **BARCROFT STUDIOS LIMITED** incorporated and registered in England and Wales with company number 09432842 whose registered office is at Quay House, The Ambury, Bath, BA1 1UA (**Assignor**); and
1. **FUTURE PUBLISHING LIMITED** incorporated and registered in England and Wales with company number 2008885 whose registered office is at Quay House, The Ambury, Bath, BA1 1UA (**Assignee**).

AGREED TERMS

1. **Definitions**

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

- 1.1. "**Business**" has the meaning given to it in the Sale Agreement;
- 1.2. "**Channels**" means the online video channels including Barcroft TV and its individual channels including, without limitation, "Beastly", "BCars", "Truly", "Hooked on the Look", "Beast Buddies", "Ridiculous Rides", "Dog Dynasty", "Snapped in the Wild", "Shake My Beauty", "Born Different", "Brand New Me" and "Love Don't Judge".
- 1.3. "**Customer Database**" means the database held by the Assignor comprising details of the subscribers to the Channels and any person who has entered into a competition through the Website; and any person who is included in the mailing list for newsletters associated with the Website; and any other person in respect of whom the Assignor holds contact details for in connection with the Website;
- 1.4. "**Domain Names**" means any domain names which are registered in the name of the Assignor and which the Assignor used in connection with the Business as at the Effective Date including (without limitation) the domain names listed in Schedule 1 Part A;
- 1.5. "**Effective Date**" means 1 December 2019;
- 1.6. "**Goodwill**" means the goodwill (and the right to sue for passing off) of the Assignor derived under the use of the Intellectual Property and the Domain Names and the production, publication, distribution, marketing, and the operation of the Channels and the hosting of the Social Media Pages and the Websites together with the exclusive right for the Assignee to represent itself as carrying on the business of producing, publishing, distributing, marketing, operating and selling the video content, operating the Websites and to use all trade names associated with that business including without limitation the Names and the Domain Names;
- 1.7. "**Intellectual Property**" means all copyrights, logos, get-ups, devices, database rights, trademark rights, design rights, topography rights, trading names and all other intellectual property rights and equivalent or similar forms of protection which Assignor owns anywhere in the world relating to the Channels and/or the Websites, including (without limitation) the Names, the Registered Trade Marks, the Unregistered Trade Marks and the Goodwill, and all other intellectual property rights and all equivalent or similar forms of protection in any part of the world which Assignor owns at the Effective Date, whether registered or unregistered;

- 1.8. **"Names"** means the name 'Barcroft Studios' and the names of the Channels;
- 1.9. **"Registered Trade Marks"** means the registered trade marks set out in Schedule 1 Part B and any other registered trade marks which Assignor owned in connection with the Business as at the Effective Date including (without limitation);
- 1.10. **"Sale Agreement"** means the business and asset sale agreement for the disposal of the Business of the Assignor entered into between the Assignor and the Assignee of even date to this Assignment;
- 1.11. **"Social Media Pages"** means the social media accounts relating to the Business and the Channels, without limitation, accounts on Twitter and Facebook;
- 1.12. **"Unregistered Trade Marks"** means any unregistered trade marks owned by Assignor which are associated with the Channels and/or the Websites including any devices and get ups associated with them; and
- 1.13. **"Websites"** means the websites located at the Domain Names, including all code and other background IP required for the website to continue to be hosted and maintained in the same manner as it has been hosted and maintained prior to the Effective Date.

2. **Recitals**

- 2.1. Assignor is the owner of the Intellectual Property.
- 2.2. Each of Assignor and Assignee is a subsidiary of Future plc within the meaning of Section 1159 of the Companies Act 2006 and for the purposes of Section 42 of the Finance Act 1930 (as amended), Section 170 of the Taxation of Chargeable Gains Act and Section 43 of the Value Added Tax Act 1994.
- 2.3. Pursuant to the Sale Agreement, the Assignor 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 Assignor expressly acknowledges), Assignor hereby assigns to Assignee absolutely with full title guarantee all its right, title and interest in and to the Intellectual Property, and all goodwill attaching to the Intellectual Property, 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. Notwithstanding the date of this Deed, it shall be deemed to be effective on the Effective Date.

4. **Warranties**

- 4.1. Assignor hereby warrants that:
 - 4.1.1. it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Intellectual Property;
 - 4.1.2. it has not licensed or assigned any of the Intellectual Property save as disclosed to the Assignee;

- 4.1.3. it is unaware of any infringement or likely infringement of any of the Intellectual Property;
- 4.1.4. so far as it is aware, exploitation of the Intellectual Property will not infringe the rights of any third party; and
- 4.1.5. so far it is aware there is no present or threatened or known claim, demand, action, proceedings or other litigation of any kind in respect of the Intellectual Property which will or might conflict or interfere with the assignment and grant of rights hereunder.

5. Proper law and jurisdiction

This Assignment shall be governed by the laws of England and Wales in every particular including formation and interpretation and shall be deemed to have been made in England and Wales and each of the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

6. Documentation and Assistance

Assignor shall 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 Assignee or required by law, to vest in the Assignee the full benefit of clause 3 of this Assignment.

7. 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.

8. 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.

9. 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.

SCHEDULE 1

PART A - DOMAIN NAMES

armageddonouttahere.tv
barcroft.media
barcroft.plus
barcroft.studio
barcroftbrands.com
barcroftcars.tv
barcroftdocs.co
barcroftdocs.com
barcroftplus.com
barcroftstudios.co.uk
barcroftstudios.com
barcroftstudiosusa.com
barcroftwire.co
barcroftwire.com
beargryllsadventure.tv
beastbuddies.tv
cinderellasalon.tv
cuteasfluff.tv
dogdynasty.tv
extremelove.tv
hoardorreward.tv
hookedonthelook.tv
kickasskids.tv
makingmad.tv
mytranslife.tv
oopsbehavingbadly.tv
ridiculousrides.tv
shakemybeauty.com
shakemybeauty.tv
snappedinthewild.tv
tricontinentmedia.co.uk
windsorsupportservices.com
andfinally.tv
balloontheatlantic.com
barcroft.co
barcroft.tv
barcroftcars.com
barcroftfootage.com

barcroftimages.com
barcroftmedia.co
barcroftmedia.com
barcroftphoto.com
barcroftproductions.com
barcrofttv.co
barcroftusa.com
bodybizarre.tv
borndifferent.tv
brandnewme.tv
cinderellasalon.com
clusterballoontheatlantic.com
hoardorreward.com
lovedontjudge.tv
miamimuscle.tv
preposterouspets.com
preposterouspets.tv
upacrosstheatlantic.com
blog.barcroftmedia.com
prints.barcroftmedia.com
pro.barcroftimages.com
pro.barcroftmedia.com
sme.barcroftmedia.com
www.barcroftimages.com
www.barcroftmedia.com
www.barcroftproductions.com
barcroftindia.com

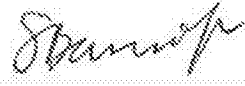
PART B - REGISTERED TRADEMARKS

BEAST BUDDIES	EU	41	18062039	18062039
BORN DIFFERENT	EU	41	18062037	18062037
DOG DYNASTY	EU	41	18062035	18062035
HOOKED ON THE LOOK	EU	41	18062033	18062033
RIDICULOUS RIDES	EU	41	18062031	18062031
SHAKE MY BEAUTY	EU	41	18062029	18062029
SNAPPED IN THE WILD	EU	41	18062027	18062027
RIDICULOUS RIDES	US	41	88432203	5936396
DOG DYNASTY	US	41	88432194	5936395

SNAPPED IN THE WILD	US	41	88432212	5920295
SHAKE MY BEAUTY	US	41	88432207	5920293
HOOKED ON THE LOOK	US	41	88432197	5920292
BORN DIFFERENT	US	41	88432191	5920290
BEAST BUDDIES	US	41	88432185	5920288


IN WITNESS WHEREOF the parties hereto have set their hands the day and year first written above.

Signed as a deed and delivered by
BARCROFT STUDIOS LIMITED
acting by one Director:

)
) 
)

Sam Barcroft
Director


In the presence of a witness

) 
).....
Witness

Name of Witness:
Address of Witness:
Occupation of Witness:

Sarah Hill
Future, Quay House, The Ambury
Head of Group Legal

Signed as a deed and delivered by
FUTURE PUBLISHING LIMITED
acting by one Director:

)
) 
)

Penny Ladkin-Brand
Director

In the presence of a witness

) 
).....
Witness

Name of Witness:
Address of Witness:
Occupation of Witness:

Sarah Hill
Future, Quay House, The Ambury
Head of Group Legal