

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM614929

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	12/31/2019		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OCTANE MEDIA LIMITED		12/03/2020	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DENNIS PUBLISHING LIMITED		
<b>Street Address:</b>	31-32 Alfred Place		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WC1E 7DP		
<b>Entity Type:</b>	Limited Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2897236	OCTANE	
<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>	212-813-5900		
<b>Email:</b>	anicolescu@fzlz.com		
<b>Correspondent Name:</b>	Nancy Sabarra		
<b>Address Line 1:</b>	Fross Zelnick Lehrman & Zissu, P.C.		
<b>Address Line 2:</b>	151 West 42nd Street, 17th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	DEPL 2012946		
<b>NAME OF SUBMITTER:</b>	Anca Nicolescu		
<b>SIGNATURE:</b>	/ancanicolescu/		
<b>DATE SIGNED:</b>	12/16/2020		
<b>Total Attachments: 7</b>			
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Dated

3 December 2020

OCTANE MEDIA LIMITED  
and  
DENNIS PUBLISHING LIMITED

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CONFIRMATORY DEED OF ASSIGNMENT

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SIMONS MUIRHEAD & BURTON<sup>SP</sup>

Simons Muirhead & Burton LLP  
87-91 Newman Street  
London  
W1T 3EY

**TRADEMARK**  
**REEL: 007137 FRAME: 0327**

THIS DEED is dated \_\_\_\_\_ 3 December\_ 2020

## Parties

- (1) **OCTANE MEDIA LIMITED** incorporated and registered in England and Wales with company number 04635682 whose registered office is at 31 - 32 Alfred Place, London, England, WC1E 7DP (**Seller**); and
- (2) **DENNIS PUBLISHING LIMITED** incorporated and registered in England and Wales with company number 01138891 whose registered office is at 31 - 32 Alfred Place, London, England, WC1E 7DP (**Buyer**).

## RECITALS

- (A) The Seller and the Buyer entered into an Asset Purchase Agreement (as defined below) pursuant to which the Seller's business and assets were transferred to the Buyer with effect from the Effective Time (as defined below).
- (B) Pursuant to the Asset Purchase Agreement and subject to the terms of this Deed, the rights, title and interest in and to those Assigned Rights (as defined below) in existence at the Effective Time (as defined below) were assigned to the Buyer with effect from the Effective Time (as defined below).
- (C) The Seller is entering into this Deed to confirm that all rights, title and interest in and to the Assigned Rights (as defined below) are assigned to the Buyer.

## AGREED TERMS

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed.

#### 1.1 Definitions:

- 1 **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 2 **Asset Purchase Agreement:** the asset purchase agreement between the Seller and the Buyer dated 19 December 2019;
- 3 **Assigned Rights:** all Intellectual Property Rights owned, used or held for use by the Seller including the Trade Marks.
- 4 **Effective Time:** the close of business on 31 December 2019.
- 5 **Intellectual Property Rights:** all patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.
- 6 **Trade Marks:** the registered trade marks and trade mark applications, short particulars of which are set out in 1.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this Deed.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 This Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.9 A reference to **writing** or **written** excludes email.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. ASSIGNMENT OF ASSIGNED RIGHTS

- 2.1 Subject to clause 2.2, the Seller hereby confirms to the Buyer that the Seller assigned to the Buyer absolutely with full title guarantee all its rights, title and interest in and to the Assigned Rights in existence at the Effective Time under the Asset Purchase Agreement, including:
  - 2.1.1 the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;
  - 2.1.2 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered, used or held for use; and
  - 2.1.3 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 (including passing off) arising from ownership, of any of the Assigned Rights whether occurring before, on or after the Effective Time.
- 2.2 If, and to the extent that, the Assigned Rights (in whole or in part) are not fully and effectively assigned to the Buyer under the Asset Purchase Agreement, the Seller hereby assigns by way of present assignment to the Buyer absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including but not limited to:
  - 2.2.1 the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;

- 2.2.2 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered, held for use or used; and
- 2.2.3 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 (including passing off) arising from ownership, of any of the Assigned Rights whether occurring before, on or after the date of this Deed.

**3. FURTHER ASSURANCE**

- 3.1 At the Buyer's expense the Seller shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to this Deed, including but not limited to, registration of the Buyer or its nominee as applicant for or registered proprietor of the Assigned Rights.
- 3.2 The Seller appoints the Buyer to be its attorney in its name and on its behalf to execute documents, use the Seller's name and do all things which are necessary or desirable for the Buyer to obtain for itself or its nominee the full benefit of this Deed. This power of attorney is irrevocable and is given by way of security to secure the performance of the Seller's obligations under this Deed and the proprietary interest of the Buyer in the Assigned Rights and so long as such obligations of the Seller remain undischarged, or the Buyer has such interest, the power may not be revoked by the Seller, save with the consent of the Buyer.
- 3.3 Without prejudice to 3.2, the Buyer may, in any way it thinks fit and in the name and on behalf of the Seller:
  - 3.3.1 take any action that this Deed requires the Seller to take;
  - 3.3.2 exercise any rights which this Deed gives to the Seller; and
  - 3.3.3 appoint one or more persons to act as substitute attorney(s) for the Seller and to exercise such of the powers conferred by this power of attorney as the Buyer thinks fit and revoke such appointment.
- 3.4 The Seller undertakes to ratify and confirm everything that the Buyer and any substitute attorney does or arranges, or purports to do or arrange, in good faith in exercise of any power granted under this clause.

**4. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**5. SEVERANCE**

- 5.1 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any

modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.

- 5.2 If any provision or part-provision of this Deed is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**6. COUNTERPARTS**

- 6.1 This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

- 6.2 Transmission of an executed counterpart of this Deed by email or other electronic transmission (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement.

- 6.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

**7. THIRD PARTY RIGHTS**

This Deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

**8. NOTICES**

- 8.1 Any notice or other communication given to a party under or in connection with this Deed shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office.

- 8.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the registered address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

- 8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**9. ASSIGNMENT**

Either party may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Deed.

**10. GOVERNING LAW**

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**11. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

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

<b>Schedule 1</b>					
<b>Registered Trade Marks</b>					
<b>Title/Mark</b>	<b>Official No</b>	<b>Country</b>	<b>Registered Owner</b>	<b>Classes</b>	<b>Registration Date</b>
CHRONO	2356643	United Kingdom	Octane Media Limited	16	29 April 2005
OCTANE	963017	Australia	Octane Media Limited	16	08 January 2004
OCTANE	2897236	United States of America	Octane Media Limited	16	26 October 2004



EXECUTED as a DEED by )  
OCTANE MEDIA LIMITED )  
acting by any two directors: )



.....  
Signature of Director

**James Tye**  
.....  
Name of Director



.....  
Signature of Director

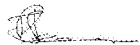
**Richard Kerr**  
.....  
Name of Director

EXECUTED as a DEED by )  
DENNIS PUBLISHING LIMITED )  
acting by any two directors: )



.....  
Signature of Director

**James Tye**  
.....  
Name of Director



.....  
Signature of Director

**Richard Kerr**  
.....  
Name of Director