

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Time Out Digital Limited		10/18/2021	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Time Out Market Limited		
Street Address:	172 Drury Lane		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	WC2B 5QR		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5309025	TIME OUT MARKET	
Registration Number:	5314564	TIMEOUT MARKET	
CORRESPONDENCE DATA			
Fax Number:	2126872329		
<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:	2126827474		
Email:	ncampos@foley.com		
Correspondent Name:	Jeffrey H. Greene		
Address Line 1:	90 Park Avenue		
Address Line 4:	New York, NEW YORK 10016-1314		
ATTORNEY DOCKET NUMBER:	093635-0213 & 093635-0215		
NAME OF SUBMITTER:	Allison L. Haugen		
SIGNATURE:	/Allison L. Haugen/		
DATE SIGNED:	12/15/2021		
Total Attachments: 9			
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Assignment of Trade Marks

Time Out Digital Limited

and

Time Out Market Limited

THIS AGREEMENT is dated 18 October 2021

BETWEEN:

- (1) **TIME OUT DIGITAL LIMITED** incorporated and registered in England and Wales with company number 02250222 whose registered office is at 172 Drury Lane, London, WC2B 5QR, United Kingdom ("**Assignor**")
- (2) **TIME OUT MARKET LIMITED** incorporated and registered in England and Wales with company number 09550826 whose registered office is at 172 Drury Lane, London, WC2B 5QR, United Kingdom ("**Assignee**")

RECITALS:

- (A) The Assignor is the proprietor of or applicant for the Trade Marks (as defined below)
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

1. INTERPRETATION

1.1 Defined terms

In this agreement, the following words and expressions shall have the following meanings:

"Business Day" means any day (other than a Saturday or Sunday) on which banks are open in the City of London for the transaction of normal banking business;

"Trade Marks" means the registered trade marks and the applications short particulars of which are set out in the schedule 1.

"VAT" means value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Interpretation

Save where specifically required or indicated otherwise:

- (a) Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- (b) The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- (c) References to clauses and Schedules are to the clauses and Schedules of this agreement.

2. ASSIGNMENT

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;
- (b) 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 or used; and

- (c) 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 Trade Marks whether occurring before, on or after the date of this agreement.

3. VAT

- 3.1 All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.
- 3.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.
- 3.3 If the Assignee fails to comply with its obligation under this clause 3, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

4. FURTHER ASSURANCE

The Assignor shall, at the Assignee's expense, do and execute all such further acts, steps and documents as are reasonably required to give full effect to the rights given, the title transferred and the transactions contemplated by this agreement. The Assignee shall be responsible for preparing any necessary documentation. The Assignor shall be entitled to recover its reasonable out of pocket costs in reviewing such documentation, subject to prior approval of the Assignee before any such costs are incurred.

5. WAIVER

- 5.1 No variation or waiver of any provision or condition of this agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties (or, in the case of a waiver, by or on behalf of the party waiving compliance).
- 5.2 Unless expressly agreed, no variation or waiver of any provision or condition of this agreement shall constitute a general variation or waiver of any provision or condition of this agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this agreement which have already accrued up to the date of variation or waiver, and the rights and obligations of the parties under or pursuant to this agreement shall remain in full force and effect, except and only to the extent that they are so varied or waived.

6. ENTIRE AGREEMENT

- 6.1 This agreement, together with the agreements executed contemporaneously with this agreement, constitute the entire agreement and supersede any previous agreements between the parties relating to its subject matter.
- 6.2 Each party acknowledges and agrees that no representations were made which are not set out in this agreement but that, if any were made, it has not relied on, or been induced to enter into this agreement by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other parties in relation to the subject matter of this agreement or otherwise.

7. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties or their authorised representatives.

8. **SEVERANCE**

8.1 If any provision or part-provision of this agreement 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 agreement.

8.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement 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.

9. **COUNTERPARTS**

9.1 This agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this agreement but all of which together constitute one and the same instrument. This agreement shall not be effective until each party has executed at least one counterpart.

10. **THIRD PARTY RIGHTS**

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

11. **NOTICES**

11.1 **Method of serving notice**

(a) Any notice, demand or other communication ("**Notice**") to be given by one party to the other party under this agreement shall be in writing and signed by or on behalf of the party giving it. It shall be served by delivering it by hand or by courier to the address specified in clause 11.2 (Addresses for service) and in each case marked for the attention of the relevant addressee specified in clause 11.2, with an electronic copy also sent by email to the email address specified in clause 11.2.

(b) Any notice so served by hand or courier shall be deemed to have been duly given when delivered, provided that in each case where delivery occurs after 5.00 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 10.00 a.m. on the next following Business Day.

References to time in this clause are to local time in the country of the addressee.

11.2 **Addresses for service**

(a) The addresses of the parties for the purpose of clause 11.1 are as follows:

Assignor

Address: legal@timeout.com

For the attention of: Legal Team

With a copy to: First floor, 172 Drury Lane, London, WC2B 5QR, United Kingdom

Assignee

Address: legal@timeoutmarket.com

For the attention of: Legal Team

With copies to: First floor, 172 Drury Lane, London, WC2B 5QR, United Kingdom

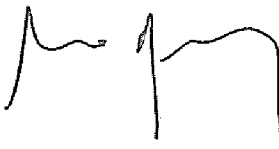
12. GOVERNING LAW AND JURISDICTION

- 12.1 The construction, validity and performance of this agreement and all non-contractual obligations arising from or connected with this agreement shall be governed by, and interpreted in accordance with, the laws of England.
- 12.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the WIPO Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of this arbitration clause shall be English law.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Signed by

for and on behalf of **TIME OUT DIGITAL LIMITED:**

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Signed by

for and on behalf of **TIME OUT MARKET LIMITED:**

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