

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751222

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|---|--|-----------------------|---------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900706496 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Watts Publishing Group, LTD | | 07/01/2022 | Limited Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Hodder & Stoughton Limited | | |
| Street Address: | Carmelite House, 50 Victoria Embankment | | |
| City: | London | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | EC4Y9DZ | | |
| Entity Type: | Limited Company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2271896 | ORCHARD BOOKS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2027833535 | | |
| <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: | 202-626-8305 | | |
| Email: | dmullarkey@polsinelli.com,jolsen@polsinelli.com | | |
| Correspondent Name: | Daniel P. Mullarkey/Polsinell PC | | |
| Address Line 1: | 1401 I Street, NW, Suite 800 | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Daniel P. Mullarkey/Polsinelli PC | | |
| Address Line 1: | 1401 I Street, NW, Suite 800 | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| NAME OF SUBMITTER: | Daniel P. Mullarkey | | |
| SIGNATURE: | /daniel mullarkey/ | | |
| DATE SIGNED: | 08/25/2022 | | |

Total Attachments: 6

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DATED 01 July 2022

ASSIGNMENT OF TRADE MARKS

THE WATTS PUBLISHING GROUP LIMITED

and

HODDER & STOUGHTON LIMITED

THIS AGREEMENT is dated 01 July 2022

PARTIES

- (1) **THE WATTS PUBLISHING GROUP LIMITED**, a company registered in England and Wales with company number 03911258 with its registered office at Carmelite House, 50 Victoria Embankment, London EC4Y 0DZ (**Assignor**); and
- (2) **HODDER & STOUGHTON LIMITED**, a company registered in England and Wales with company number 00651692 with its registered office at Carmelite House, 50 Victoria Embankment, London EC4Y 0DZ (**Assignee**).

BACKGROUND

- (A) The Trade Marks (as defined below) are owned by the Assignor.
- (B) By the Main Agreement (as defined below), the Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Main Agreement: an asset purchase agreement dated 1 July 2022 between the Assignor and the Assignee;

Trade Marks: the registered and unregistered trade marks, short particulars of which are set out in Schedule 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 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.

1.5 References to clauses and schedules are to the clauses and schedules of this agreement.

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 agreement shall be binding on, and enure to the benefit of, the parties to this agreement 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.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 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

- 2.1 Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:
 - 2.1.1 the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
 - 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 or used; 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 Trade Marks whether occurring before, on or after the date of this agreement.

3 FURTHER ASSURANCE

- 3.1 At the Assignee's expense the Assignor 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 agreement.
- 3.2 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Trade Marks and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

3.3 Without prejudice to clause 3.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

3.3.1 take any action that this agreement requires the Assignor to take;

3.3.2 exercise any rights which this agreement gives to the Assignor; and

3.3.3 appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

3.4 The Assignor undertakes to ratify and confirm everything that the Assignee 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 agreement 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 ENTIRE AGREEMENT

5.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

6 VARIATION

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

7 SEVERANCE

7.1 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.

7.2 If 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.

8 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.

9 GOVERNING LAW

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

10 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.



Executed by **THE WATTS PUBLISHING GROUP LIMITED** acting by PIERRE DE CACQUERAY, a director

DocuSigned by:
Pierre de Cacqueray
.....9ACEFF4DD3F744F.....
PIERRE DE CACQUERAY
Director

Executed by **HODDER & STOUGHTON LIMITED** acting by PIERRE DE CACQUERAY, a director

DocuSigned by:
Pierre de Cacqueray
.....9ACEFF4DD3F744F.....
PIERRE DE CACQUERAY
Director

SCHEDULE 1 – TRADE MARKS

| Registered or Unregistered | Registration number | Country | Mark | Registration date | Class |
|----------------------------|---------------------|---------|--|-------------------|-----------|
| Registered | 912550802 | UK | ORCHARD | 11 June 2014 | 9, 16, 41 |
| Registered | 012550802 | EU | ORCHARD | 11 June 2014 | 9, 16, 41 |
| Registered | 2271896 | US | ORCHARD BOOKS | 24 August 1999 | 16 |
| Unregistered | n/a | n/a |  | n/a | n/a |
| Unregistered | n/a | n/a |  | n/a | n/a |