

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dennis Publishing Limited		01/01/2022	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Future Publishing Limited		
Street Address:	The Ambury		
Internal Address:	Quay House		
City:	Bath		
State/Country:	ENGLAND AND WALES		
Postal Code:	BA1 1UA		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88320062	DENNIS	
Serial Number:	88318919	DENNIS MEDIA	
Serial Number:	88319030	DENNIS PUBLISHING	
Registration Number:	5135343	MONKEY	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	Knobbe Martens Olson & Bear, LLP		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 2:	Attn: Jonathan A. Menkes		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	HGF034.001GEN		
DOMESTIC REPRESENTATIVE			
Name:	Knobbe Martens Olson & Bear, LLP		
Address Line 1:	2040 Main Street, 14th Floor		

OP \$115.00 88320062

Address Line 2: Attn: Jonathan A. Menkes
Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER: Jonathan A. Menkes

SIGNATURE: /JAM/

DATE SIGNED: 09/26/2022

Total Attachments: 19
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DEED OF ASSIGNMENT made the 1 January 2022

BETWEEN:

1. **DENNIS PUBLISHING LIMITED** incorporated and registered in England and Wales with company number 01138891 whose registered office is at 31-32 Alfred Place, London, WC1E 7DP (**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. "**Customer Database**" means the database held by the Assignor comprising details of the subscribers to the Publications and any person who has entered into a competition through the Websites; and any person who is included in the mailing list for newsletters associated with the Websites; and any other person in respect of whom the Assignor holds contact details for in connection with the Business;
- 1.3. "**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;
- 1.4. "**Effective Date**" means 1 January 2022;
- 1.5. "**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 Publications 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 printed magazine content, operating the Websites and to use all trade names associated with that business including without limitation the Names and the Domain Names;
- 1.6. "**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 Publications 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, and uses in connection with the Business;
- 1.7. "**Names**" means the name 'TI Media', the names of the Publications and the brands associated with the Websites;
- 1.8. "**Publications**" means the individual printed magazines published by the Assignor including, without limitation, the titles listed in Schedule 1 Part C;
- 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 Publications and Websites including, 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 Publications 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 websites 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

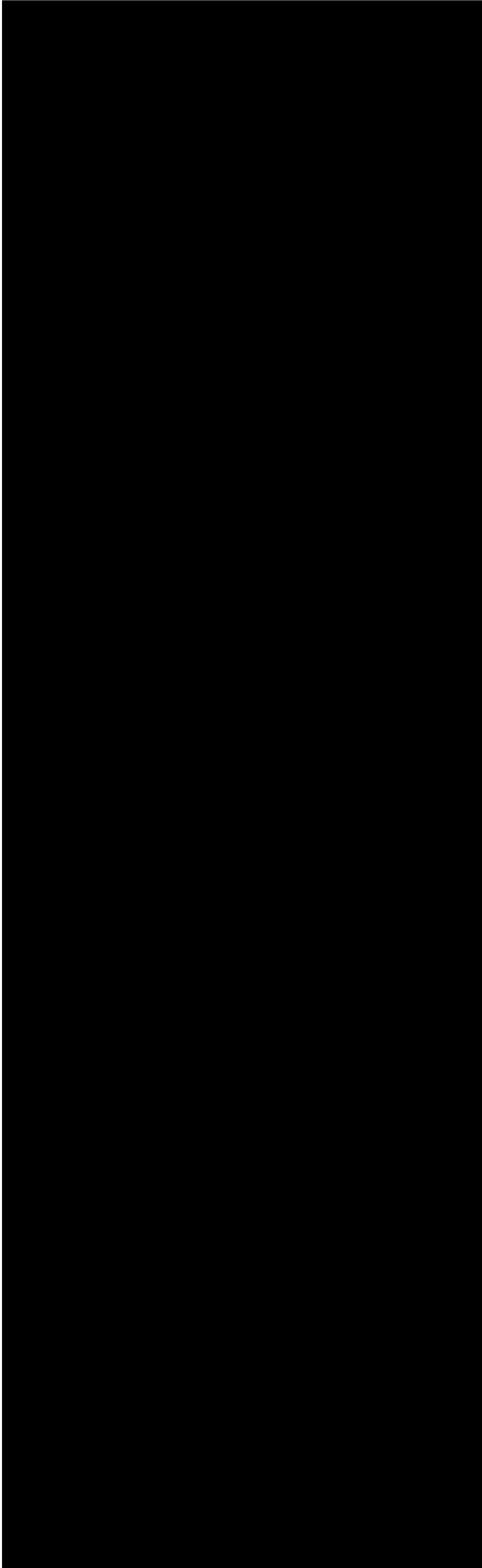
This Assignment and the Sale Agreement set out the entire agreement and understanding between the parties in relation to the subject matter of this Assignment.

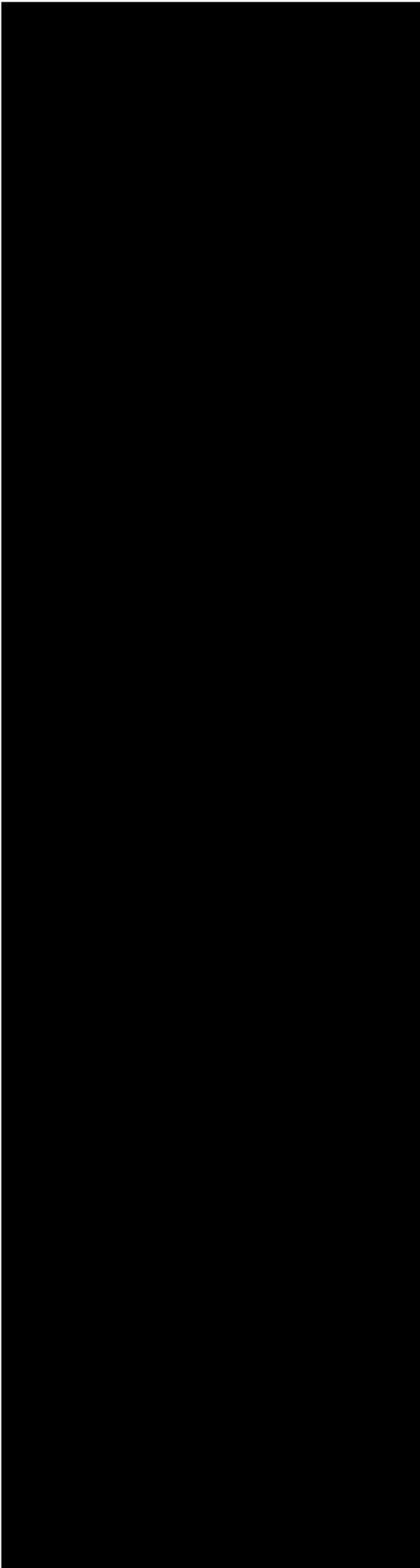
9. Counterparts

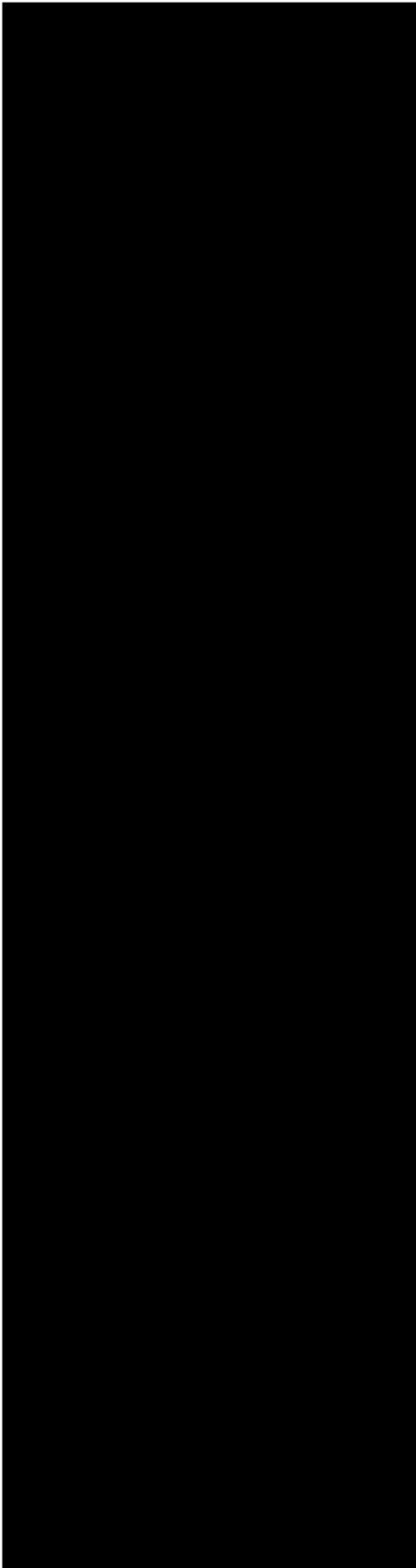
This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

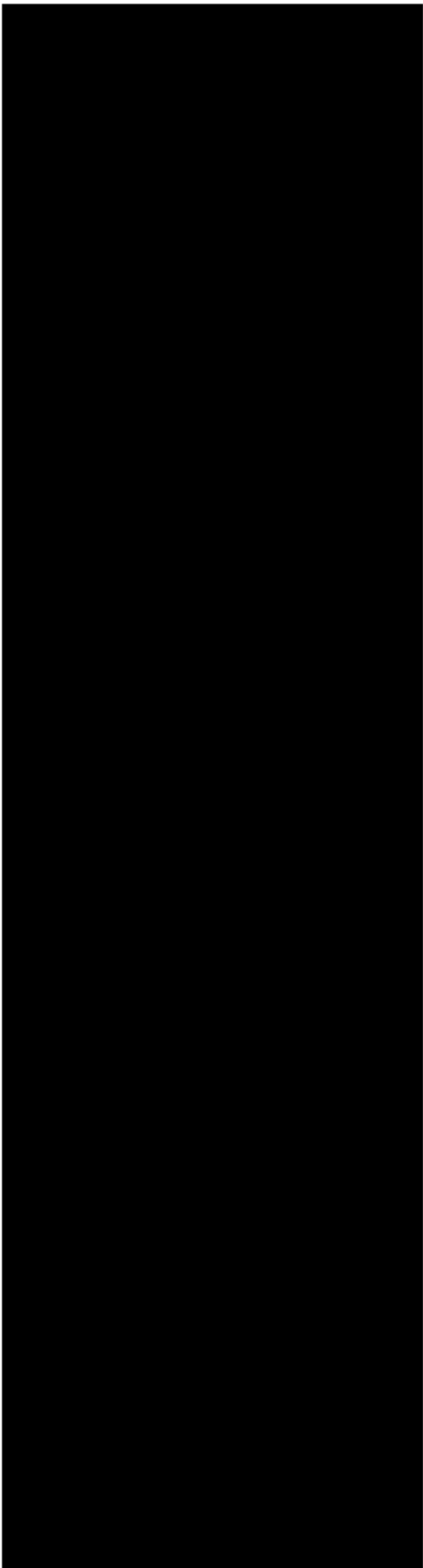
SCHEDULE 1

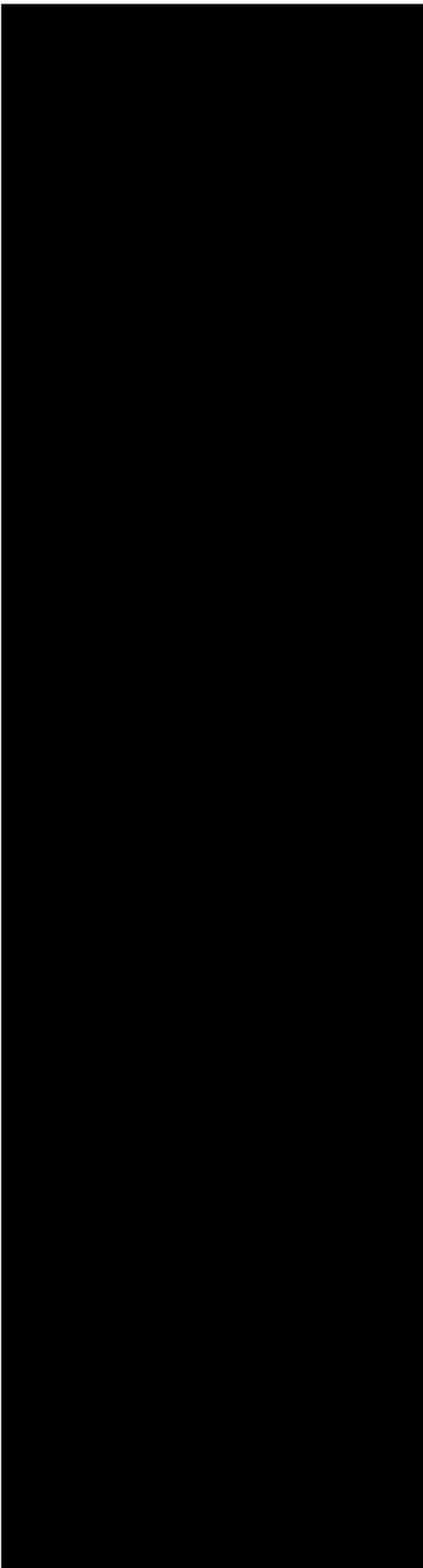
PART A - DOMAIN NAMES

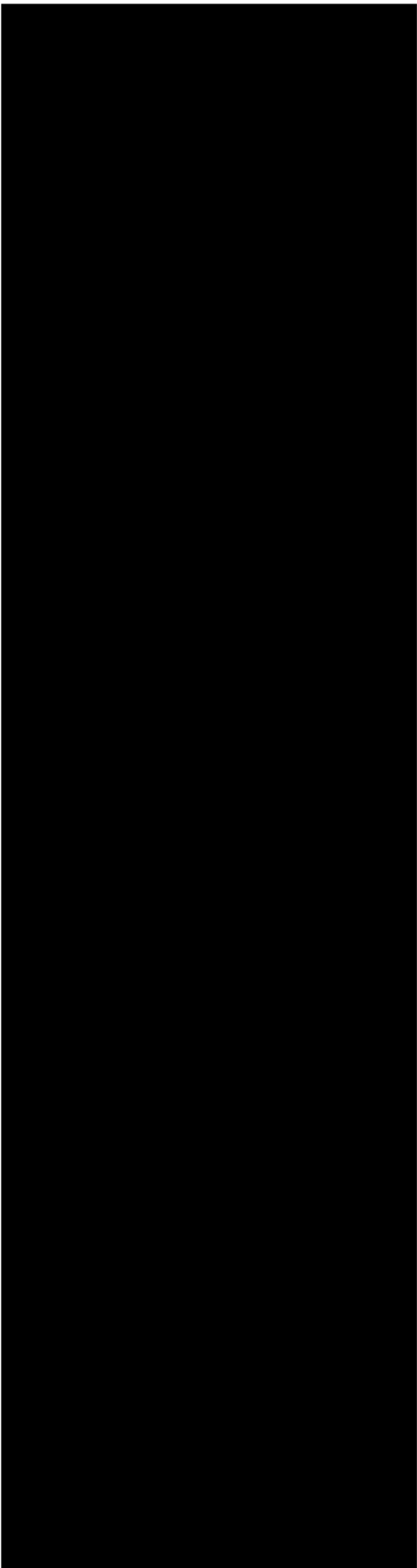


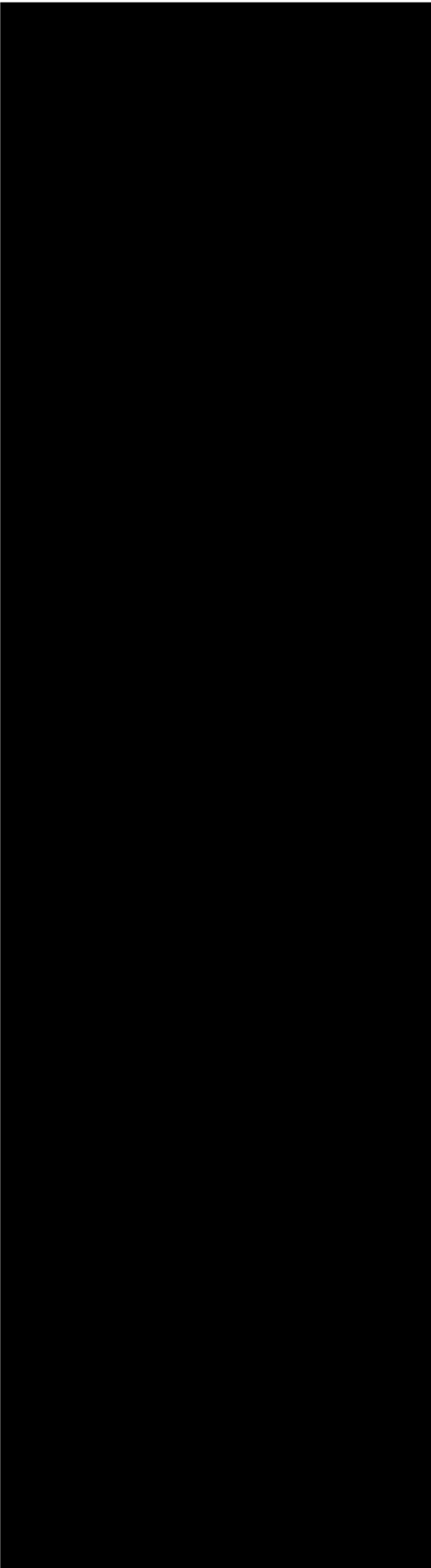






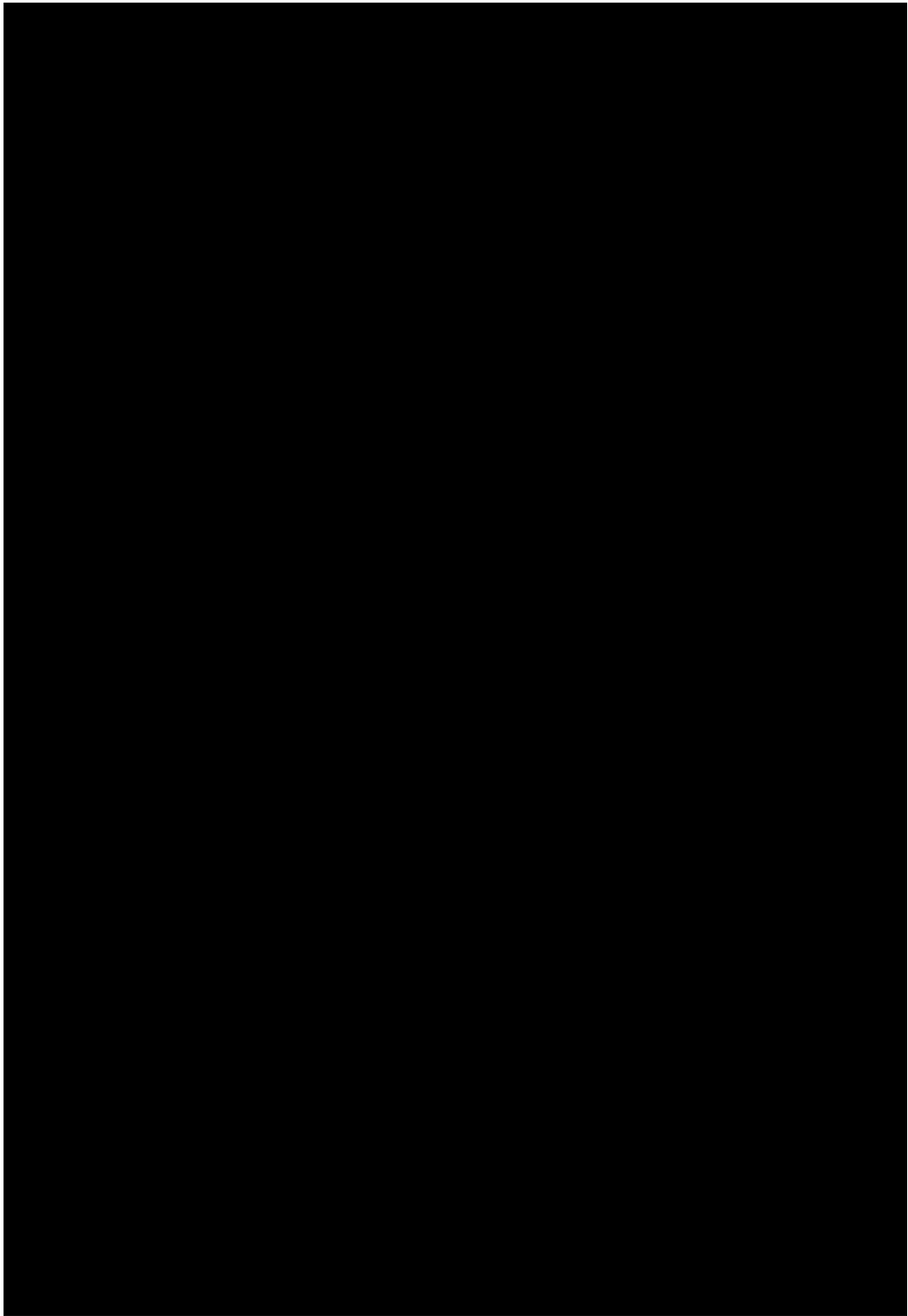




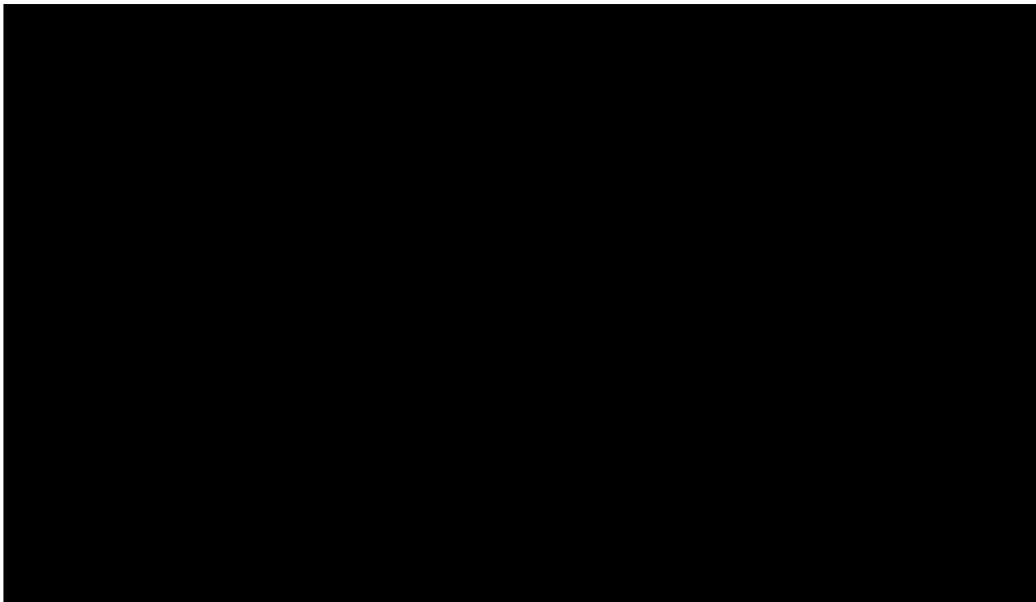




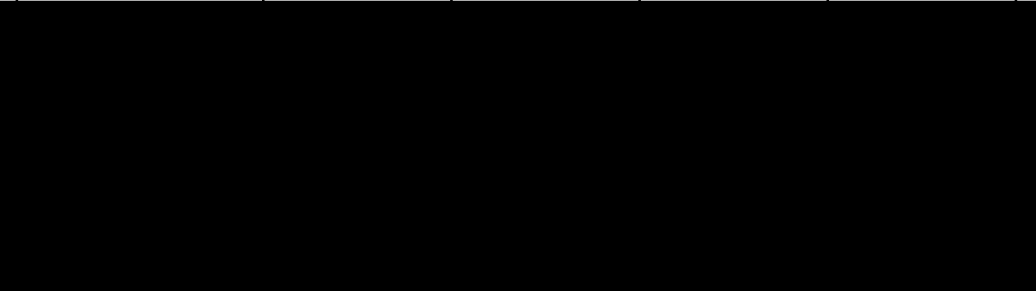
PART B - REGISTERED TRADEMARKS



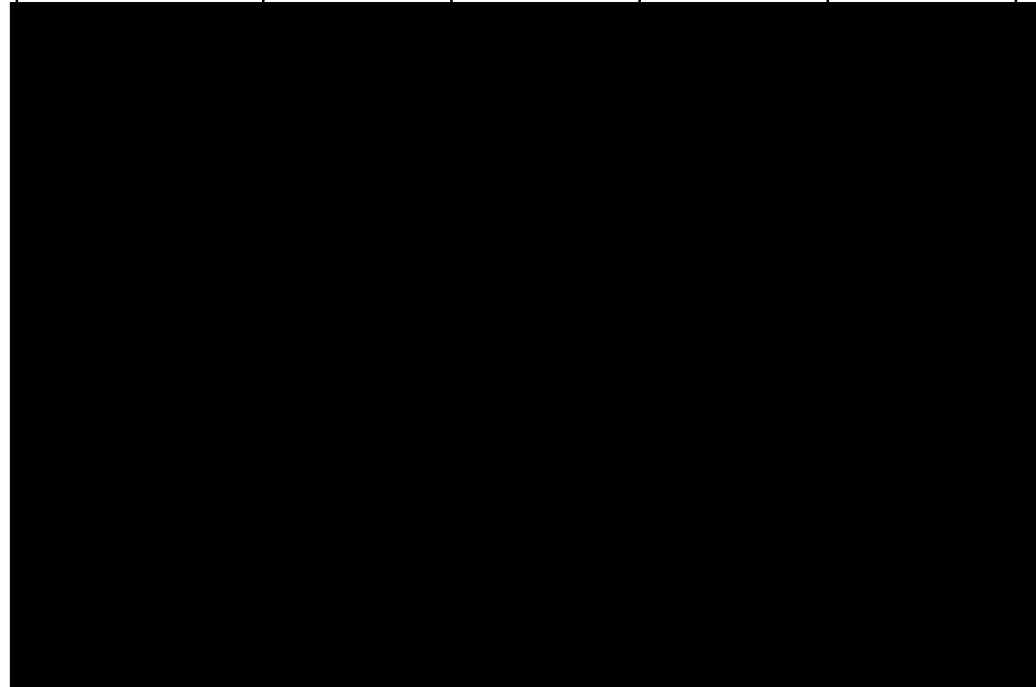
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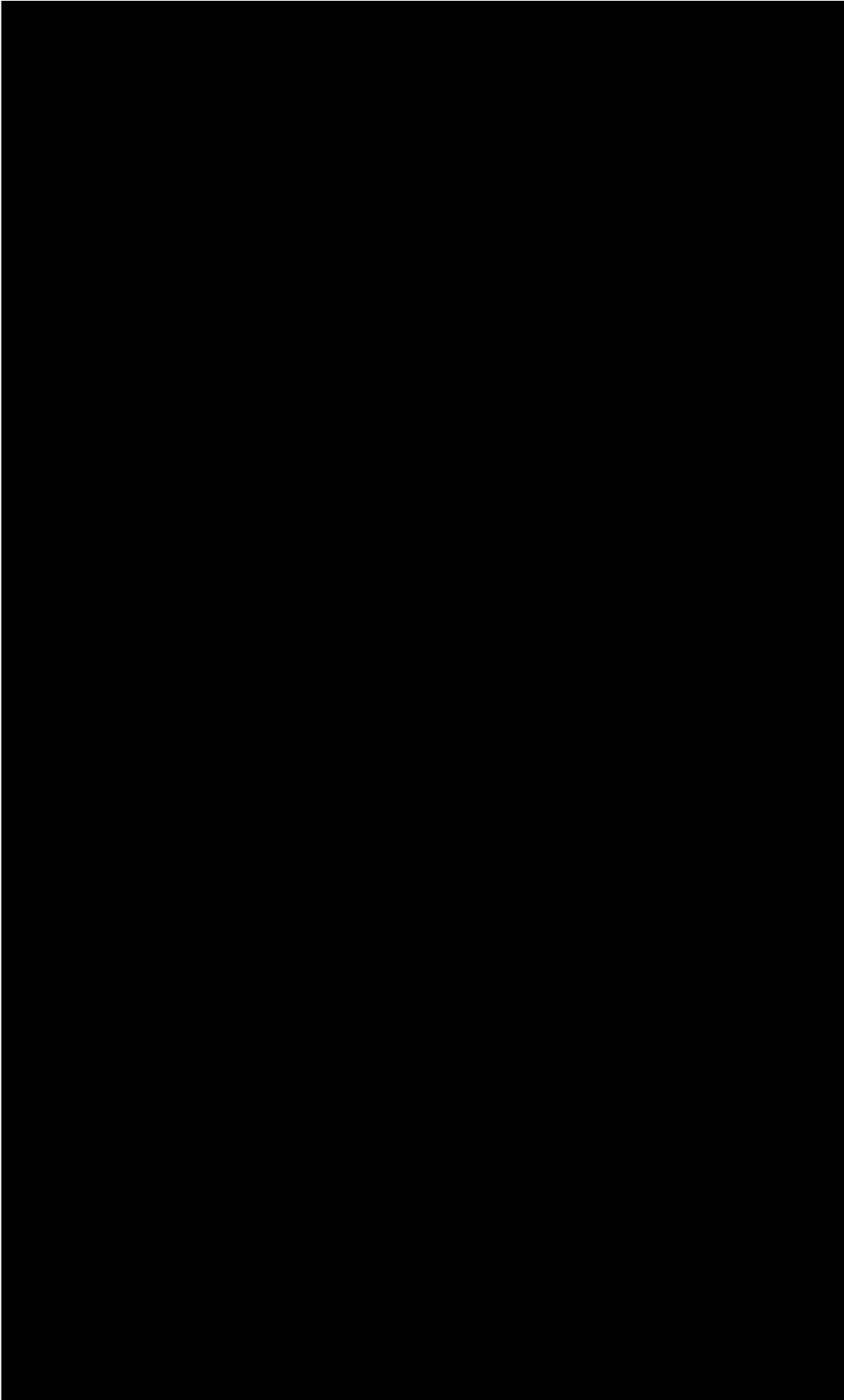


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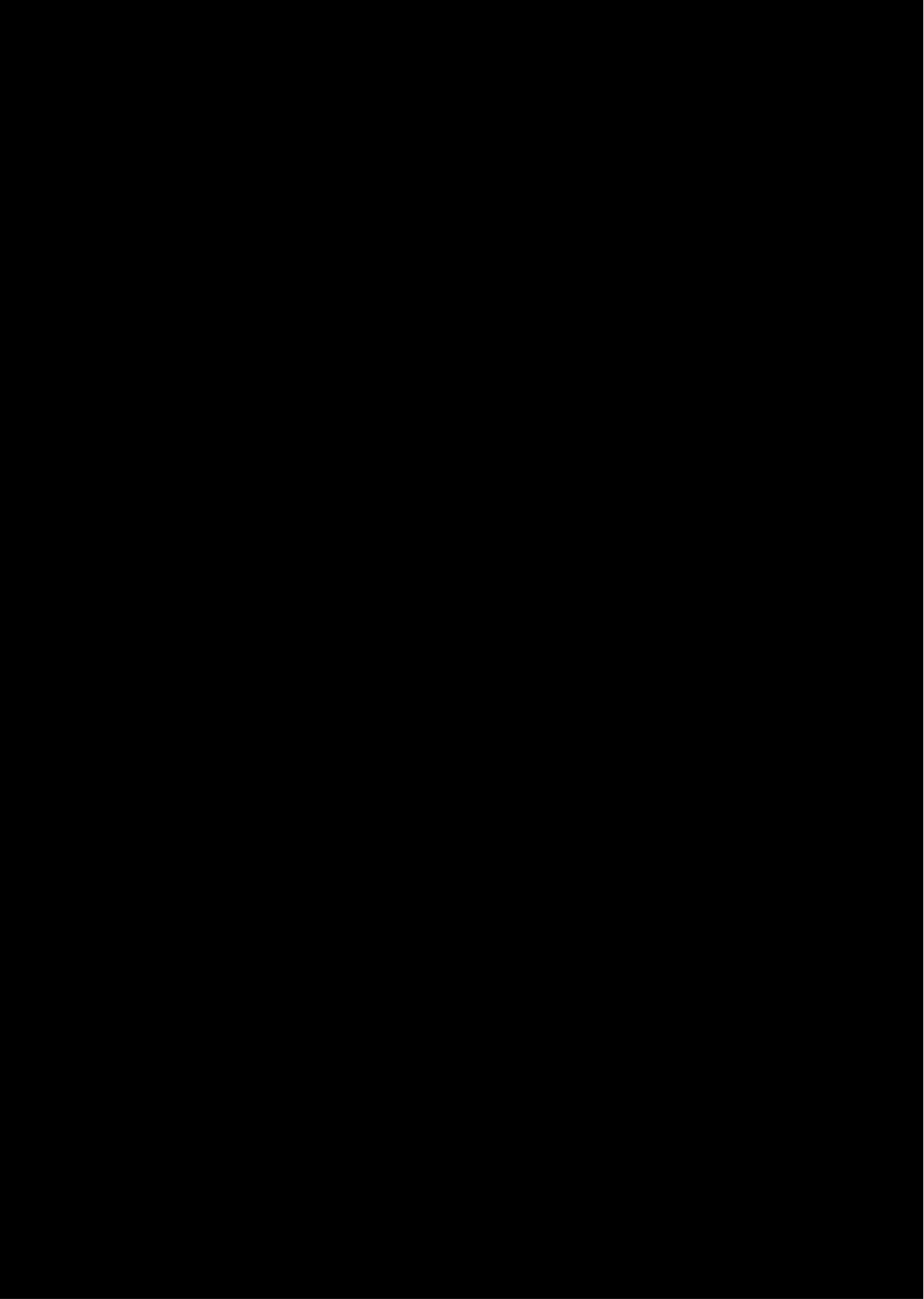
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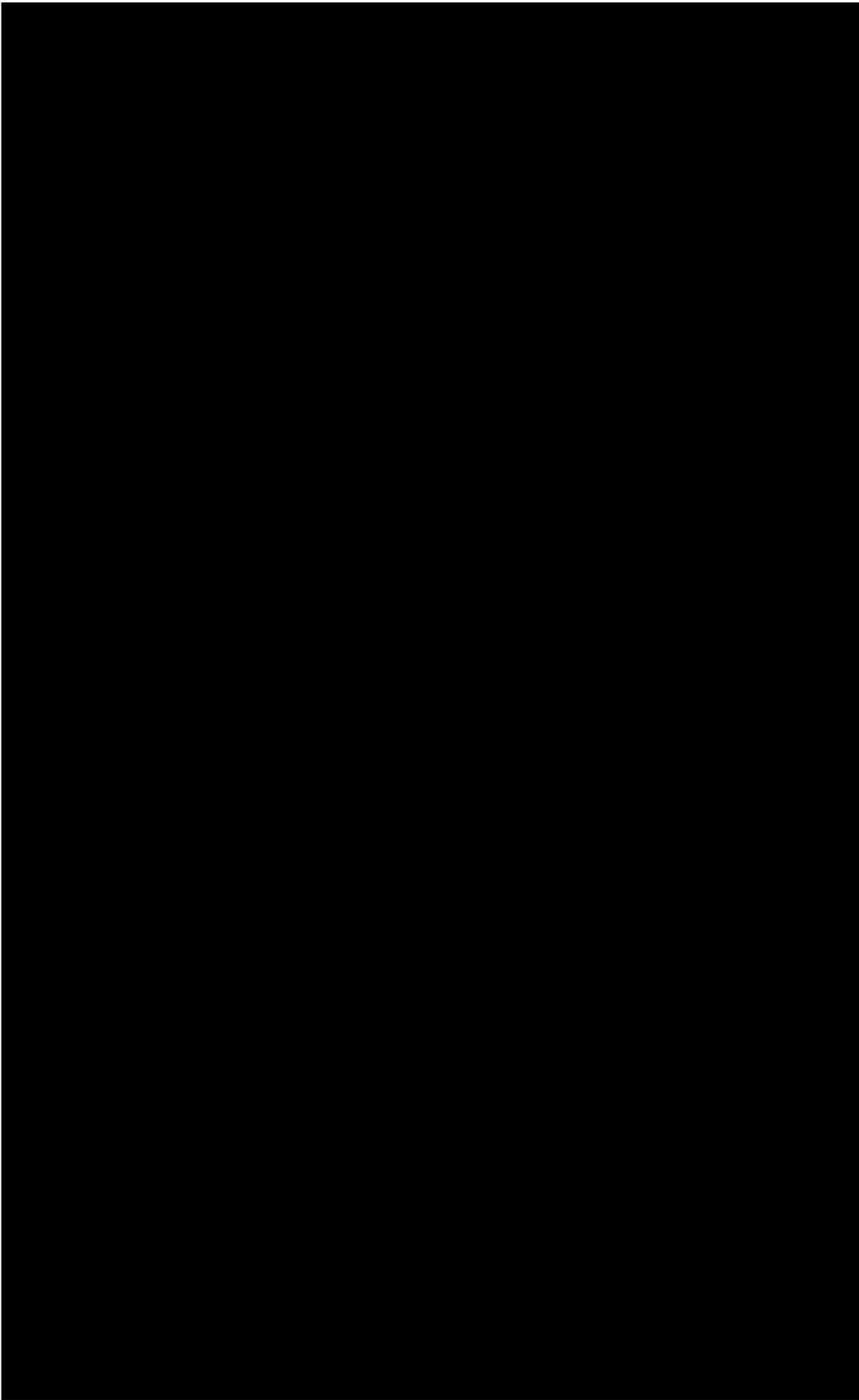


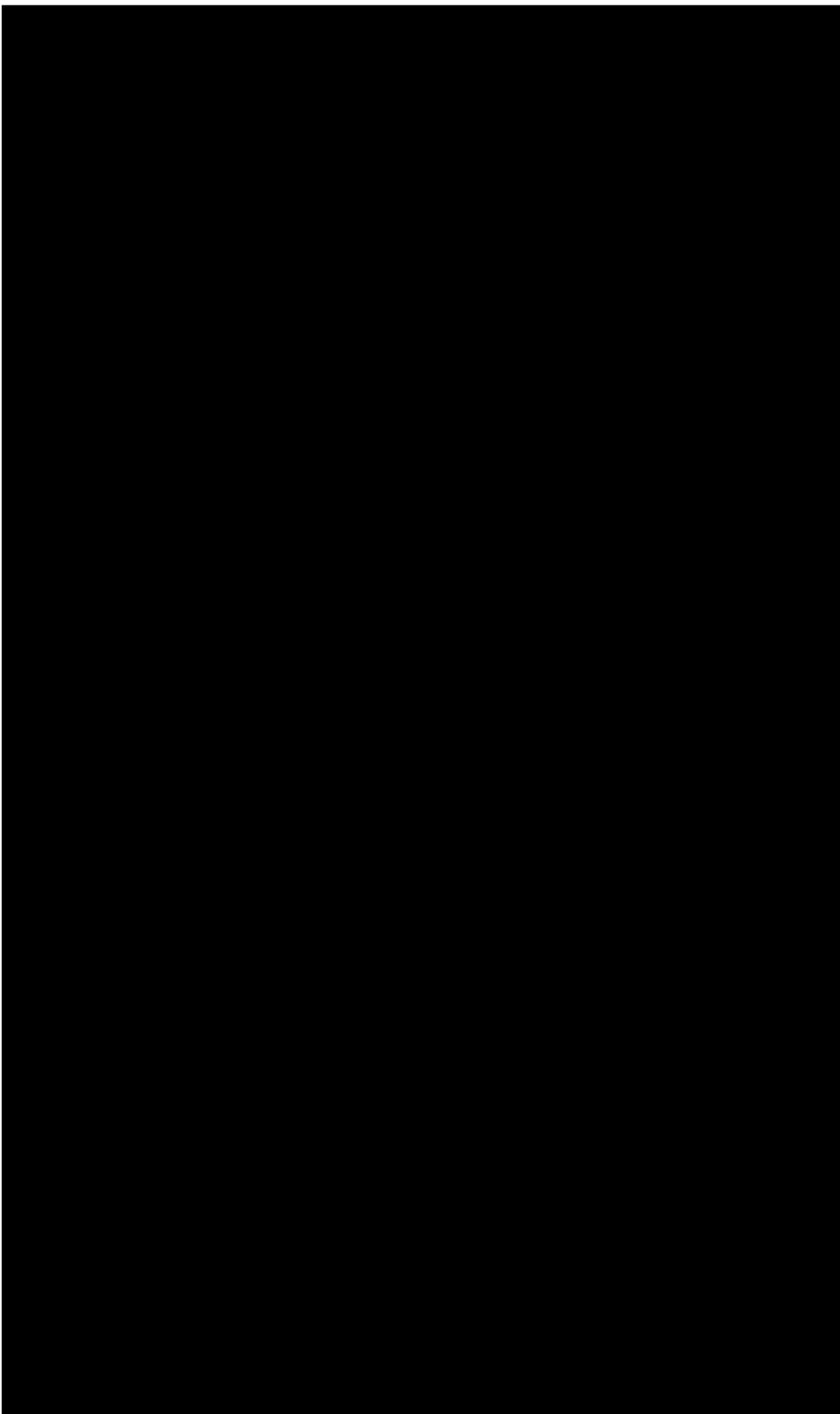




MONKEY	United States of America	5135343	7/8/2015	09, 16, 41
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IN WITNESS WHEREOF the parties hereto have set their hands the day and year first written above.

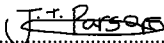
Signed as a deed and delivered by Zillah Byng-Thorne
DENNIS PUBLISHING LIMITED



acting by one Director:

.....
Director

In the presence of a witness


.....
Witness

Name of Witness: James Parsons
Address of Witness: Quay House, The Ambury, Bath, BA1 1UA
Occupation of Witness: Chartered Accountant

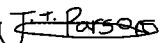
Signed as a deed and delivered by Zillah Byng-Thorne



FUTURE PUBLISHING LIMITED
acting by one Director:

.....
Director

In the presence of a witness


.....
Witness

Name of Witness: James Parsons
Address of Witness: Quay House, The Ambury, Bath, BA1 1UA
Occupation of Witness: Chartered Accountant