

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864454

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|---|---|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Mill (Facility) Limited | | 12/31/2022 | Company: ENGLAND AND WALES |
| RECEIVING PARTY DATA | | | |
| Name: | Technicolor Creative Studios UK Limited | | |
| Street Address: | 16 Great Queen Street | | |
| City: | Convent Garden, London | | |
| State/Country: | ENGLAND | | |
| Postal Code: | WC2B 5AH | | |
| Entity Type: | Company: ENGLAND AND WALES | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4834653 | MILL+ | |
| Registration Number: | 4834654 | MILL+ | |
| Registration Number: | 3016584 | MILL | |
| Registration Number: | 5964479 | MILL FILM | |
| Registration Number: | 6144513 | BEAM | |
| Registration Number: | 5211701 | BLACKBIRD | |
| Registration Number: | 2958931 | MILL | |
| Registration Number: | 5877043 | MILL CYCLOPS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7196331518 | | |
| <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: | 7194733800 | | |
| Email: | bcipdocketing@bclplaw.com, jill.chalmers@bclplaw.com, judi.cope@bclplaw.com | | |
| Correspondent Name: | Jill J. Chalmers | | |
| Address Line 1: | Bryan Cave Leighton Paisner LLP | | |
| Address Line 2: | 90 S. Cascade Avenue, Suite 1300 | | |
| Address Line 4: | Colorado Springs, COLORADO 80903 | | |

CH \$215.00 4834653

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 20M0997.000023 |
| NAME OF SUBMITTER: | Jill J. Chalmers |
| SIGNATURE: | /jill j. chalmers/ |
| DATE SIGNED: | 12/27/2023 |

Total Attachments: 11

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DATED 31 December 2022

THE MILL (FACILITY) LIMITED
as Assignor

and

TECHNICOLOR CREATIVE STUDIOS UK LIMITED
as Assignee

IP ASSIGNMENT DEED



Bryan Cave Leighton Paisner LLP
Governor's House 5 Laurence Pountney Hill London EC4R 0BR
Tel: +44 (0)20 3400 1000 Fax: +44 (0)20 3400 1111

TRADEMARK
REEL: 008303 FRAME: 0244

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DATED 31 December 2022

PARTIES

- (1) **THE MILL (FACILITY) LIMITED**, a company incorporated in England and Wales with registered number 03390258 whose registered office is at The Mill (Facility) Limited, 11-14 Windmill Street, London, England, W1T 2JG ("**Assignor**"); and
- (2) **TECHNICOLOR CREATIVE STUDIOS UK LIMITED**, a company incorporated in England and Wales with registered number 01191228 whose registered office is at 16 Great Queen Street, Covent Garden, London, WC2B 5AH (the "**Assignee**").

BACKGROUND

- (A) The Assignor is the owner and proprietor of certain intellectual property rights in the Business (as defined below).
- (B) As part of an intra-group reorganisation, the Assignor has agreed to sell and Assignee has agreed to buy the business and the assets on the terms of an asset purchase agreement dated 27 December 2022 (the "**APA**").
- (C) Pursuant to the APA, the Assignor and the Assignee have agreed to enter into this Deed in order for the Assignor to assign to the Assignee all its right, title and interest in and to the Business IPR (as defined below), on the terms set out below.

OPERATIVE PROVISIONS

1 DEFINITIONS

1.1 In this Deed:

"**Business**" means the business carried on by the Assignor.

"**Business IPR**" means any and all Intellectual Property Rights owned by the Assignor to the extent that the same are used, or held for use, in relation to the Business as at the date of the APA and includes, without limitation, the Domain Names and Trade Marks, as listed in Schedule 1.

"**Domain Names**" means the domain names listed in part 2 of Schedule 1 of this Deed.

"**Intellectual Property Rights**" means patents, rights to inventions (whether patentable or not), copyright and related rights (including rights in software), database rights, rights in designs, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual or industrial 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 now or in the future in any part of the world.

"**Trade Marks**" means the trade marks listed in part 1 of Schedule 1 of this Deed.

2 **ASSIGNMENT**

2.1 Pursuant to the sale of the assets under the APA and in consideration of the sum of £1 paid by the Assignee to the Assignor (receipt and sufficiency of which the Assignor hereby expressly acknowledges) the Assignor hereby assigns and transfers to the Assignee with full title guarantee to the Assignee absolutely all its right, title and interest in the Business IPR, including:

- (a) all statutory and common law rights attaching to the Business IPR; and
- (b) the entitlement to any registered Intellectual Property Rights granted pursuant to any of the applications comprised in the Business IPR; and
- (c) the goodwill attaching to any of the Trade Marks and Domain Names and to the goods and services in respect of which the Trade Marks are registered and/or used; and
- (d) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages or settlement fee recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Business IPR whether occurring before, on, or after the date of this Agreement.

2.2 The Assignor shall promptly after execution of this Deed complete all formalities, transfer steps and documentation (including the delivery to the Assignee of all applicable account passwords and access codes relating to the Domain Names) that are necessary to perfect transfer to the Assignee of the Business IPR and each of the Trade Marks, including the registration of the Assignee as registrant of each of them. The costs associated with the transfer should be paid by the Assignee.

3 **SECURITY**

3.1 The Assignee acknowledges that pursuant to a debenture dated 15 September 2022 ("**Debenture**") entered into between the Assignee and Goldman Sachs Bank Europe SE ("**Collateral Agent**"), the Assignor has granted a first fixed charge over all Intellectual Property owned by it or acquired by it in the future (as defined in the Debenture).

3.2 The Assignee agrees to provide or execute all such further documents, do such acts or provide such things, as reasonably necessary to record the change in ownership of, and the interest of the Collateral Agent in, any registered Business IPR charged under the Debenture on registers at the United Kingdom Intellectual Property Office, the United States Patent and Trademark Office, United States Copyright Office, the European Union Intellectual Property Office or any similar foreign office in Canada.

4 **FURTHER ASSURANCE**

4.1 The Assignor agrees to provide or execute all such further documents, do such acts or provide such things and give any further assistance as the Assignee may at any time reasonably request to properly:

4.1.1 secure the vesting in the Assignee absolutely of the Business IPR and the right, title and interest in and to the Business IPR; and

4.1.2 uphold the Assignee's rights in the Business IPR.

5 **ENTIRE AGREEMENT**

This Deed constitutes the entire understanding between the parties relating to the subject matter of this Deed and, save where expressly referred to, shall supersede all prior representations, writings, negotiations or understandings between the parties in relation to the Business IPR, except in respect of any fraudulent misrepresentation made by either party.

6 **RIGHTS OF THIRD PARTIES**

Unless the right of enforcement is expressly granted, it is not intended that any provision of this Deed shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed.

7 **WAIVER**

A failure or delay in exercising any right or remedy under this Deed shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver of a breach of this Deed shall not constitute a waiver of any other breach.

8 **VARIATION**

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

9 **SEVERANCE**

9.1 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.

9.2 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.

10 **INVALIDITY**

The illegality, invalidity or unenforceability of any provision of this Deed under any law of any jurisdiction shall not affect or impair the legality, validity or enforceability of the rest of this Deed, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction.

11 **GOVERNING LAW AND JURISDICTION**




This Deed and any non-contractual obligations arising in connection with it shall be governed by the laws of England and Wales. The English Courts shall have exclusive jurisdiction to determine any dispute arising in connection with this Deed, including disputes relating to any non-contractual obligations.





12 **COUNTERPARTS**




- 12.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed.
- 12.2 Transmission of an executed counterpart of this Deed in full (but for the avoidance of doubt not just a signature page) by any method, including by email (in PDF, JPEG or other agreed format), shall take effect as delivery of an executed counterpart of this Deed.
- 12.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

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

Schedule 1
Part 1
Trademarks

| Trade Mark | Classes | Registration No. / application no. | Status | Expiry/renewal date | Territory |
|---|-----------------------|------------------------------------|------------|---------------------|-----------|
|  | 9, 41 | UK00003302837 | Registered | 10 April 2028 | UK |
| MILL CYCLOPS | 9, 41 | UK00916275364 | Registered | 24 January 2027 | UK |
| BEAM | 9, 35, 38, 41, 42, 45 | UK00915623952 | Registered | 8 July 2026 | UK |
| BLACKBIRD | 12 | UK00914900245 | Registered | 11 December 2025 | UK |
| MILL POCKET | 9, 41 | UK00914803423 | Registered | 18 November 2025 | UK |
| MILL STITCH | 9, 41 | UK00003121227 | Registered | 6 August 2025 | UK |
| MOVING PEOPLE THROUGH IMAGE | 41 | UK00003103362 | Registered | 10 April 2025 | UK |
| MILL TOUCH | 9 41 | UK00003096061 | Registered | 24 February 2025 | UK |
| MILL+ | 41 | UK00003067487 | Registered | 7 August 2024 | UK |
|  | 41 | UK00003067488 | Registered | 7 August 2024 | UK |
| ADTEXT | 41 | UK00906984233 | Registered | 12 June 2028 | UK |
| MILL | 41 | UK00902202323 | Registered | 2 May 2031 | UK |
|  | 41 | UK00902202398 | Registered | 2 May 2031 | UK |
| MILL CYCLOPS | 9, 41 | 016275364 | Registered | 24 January 2027 | EU |
| BEAM | 9, 35, 38, 41, 42, 45 | 015623952 | Registered | 8 July 2026 | EU |

| Trade Mark | Classes | Registration No. / application no. | Status | Expiry/renewal date | Territory |
|---|-----------------------|------------------------------------|------------|---------------------|-----------|
| BLACKBIRD | 12 | 014900245 | Registered | 11 December 2025 | EU |
| MILL POCKET | 9, 41 | 014803423 | Registered | 18 November 2025 | EU |
| ADTEXT | 41 | 006984223 | Registered | 12 June 2028 | EU |
| MILL | 41 | 002202323 | Registered | 2 May 2031 | EU |
|  | 41 | 002202398 | Registered | 2 May 2031 | EU |
| MILL POCKET | 9, 41 | 5332565 | Registered | 14 November 2027 | USA |
| MILL + | 41, 42 | 4834653 | Registered | 20 October 2025 | USA |
|  | 41, 42 | 4834654 | Registered | 20 October 2025 | USA |
|  | 41 | 3016584 | Registered | 22 November 2025 | USA |
|  | 9, 41 | 5964479 | Registered | 21 January 2030 | USA |
| BEAM | 9, 35, 38, 41, 42, 45 | 6144513 | Registered | 8 September 2030 | USA |
| BLACKBIRD | 12 | 5211701 | Registered | 30 May 2027 | USA |
| MILL | 41 | 2958931 | Registered | 7 June 2025 | USA |
| MILL CYCLOPS | 9, 35, 41, 42 | 5877043 | Registered | 8 October 2029 | USA |
| BEAM | 9, 35, 38, 41, 42, 45 | 1104428 | Registered | 30 July 2031 | Canada |

| Trade Mark | Classes | Registration No. / application no. | Status | Expiry/renewal date | Territory |
|---|-----------|------------------------------------|------------|---------------------|-----------|
|  | 9, 41, 42 | 1089896 | Registered | 16 December 2030 | Canada |
|  | 9, 35, 41 | 1916183 | Registered | 27 March 2028 | Australia |
|  | 9, 41 | 174395912 | Registered | 31 October 2027 | France |
| BEAM | 9, 38, 41 | 3452001 | Registered | 6 January 2027 | India |
| MILL | 41 | 15225137 | Registered | 13 October 2025 | China |

Part 2
Domain names

| Matter | Primary Country / Domain |
|----------------|---|
| adstext.co.uk | United Kingdom (.co.uk) |
| adtext.co.uk | United Kingdom (.co.uk) |
| adtext.tv | Tuvalu - (Domain) |
| beam.tv | Tuvalu - (Domain) |
| beamtv.eu | European Union (Domain) |
| dazer.io | British Indian Ocean Territory - (Domain) |
| dazer.show | .SHOW |
| dazer.vision | .vision |
| mill.film | .FILM |
| mill.tv | Tuvalu - (Domain) |
| millfilm.biz | Business - (Domain) |
| millfilm.co.uk | United Kingdom (.co.uk) |

| Matter | Primary Country / Domain |
|-------------------|---|
| millfilm.com | Commercial (Generic Domain) |
| millfilm.info | Information - (Domain) |
| millfilm.net | Internet infrastructure (Domain) |
| millfilm.org | Organizations not-for-profit (Generic Domain) |
| millfilm.uk | United Kingdom (.uk) |
| themill.com | Commercial (Generic Domain) |
| themillblog.com | Commercial (Generic Domain) |
| themillfilm.co.uk | United Kingdom (.co.uk) |
| themillfilm.com | Commercial (Generic Domain) |
| themillfilm.net | Internet infrastructure (Domain) |
| themillfilm.uk | United Kingdom (.uk) |
| themillkronos.com | Commercial (Generic Domain) |

EXECUTION PAGE

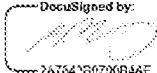
ASSIGNOR

Executed as a deed by)
THE MILL (FACILITY) LIMITED acting)
by a director in the presence of:)

DocuSigned by:
Hunter Simon
.....C858138E3584435.....

Name of witness: Erik Forsberg

Director's name: Hunter Simon

Signature of witness: 
.....2A754380796B4AE.....

Address: 8921 Lindlade St, Culver
City, CA 90232

Occupation: SR Paralegal

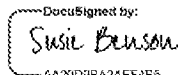
ASSIGNEE

Executed as a deed by)
TECHNICOLOR CREATIVE STUDIOS)
UK LIMITED acting by a director in the)
presence of:)

DocuSigned by:
Mark Benson
.....5A8A88DD1304495.....

Name of witness: Susie Benson

Director's name: Mark Benson

Signature of witness: 
.....AA29D9BA2AEF4B5.....

Address: 30 park drive
London nw11 7sp

Occupation: Teacher