

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Global Deed of Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Royal Bank of Scotland PLC		04/20/2015	Bank: ENGLAND
RECEIVING PARTY DATA			
Name:	Money2020, LLC		
Street Address:	19 West 44th Street		
Internal Address:	Suite 1108		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86531388	MONEY20/20 IS PRIMETIME	
Registration Number:	4648949	REALIZE YOUR VISION NOW	
Serial Number:	86363357	MONEY20/20 HACKATHON	
Serial Number:	86438067	MONEY20/20EUROPE	
Serial Number:	86143136	BITCOIN WORLD	
Serial Number:	86260067	MONEY 20/20	
Serial Number:	85738571	MONEY2020	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	606484-5		
NAME OF SUBMITTER:	Jean Paterson		

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SIGNATURE:	/jep/
DATE SIGNED:	04/28/2015
Total Attachments: 16 source=4-28-15 Royal Bank of Scotland-TM#page1.tif source=4-28-15 Royal Bank of Scotland-TM#page2.tif source=4-28-15 Royal Bank of Scotland-TM#page3.tif source=4-28-15 Royal Bank of Scotland-TM#page4.tif source=4-28-15 Royal Bank of Scotland-TM#page5.tif source=4-28-15 Royal Bank of Scotland-TM#page6.tif source=4-28-15 Royal Bank of Scotland-TM#page7.tif source=4-28-15 Royal Bank of Scotland-TM#page8.tif source=4-28-15 Royal Bank of Scotland-TM#page9.tif source=4-28-15 Royal Bank of Scotland-TM#page10.tif source=4-28-15 Royal Bank of Scotland-TM#page11.tif source=4-28-15 Royal Bank of Scotland-TM#page12.tif source=4-28-15 Royal Bank of Scotland-TM#page13.tif source=4-28-15 Royal Bank of Scotland-TM#page14.tif source=4-28-15 Royal Bank of Scotland-TM#page15.tif source=4-28-15 Royal Bank of Scotland-TM#page16.tif	

GLOBAL DEED OF RELEASE

DATED 20 April 2015

EDEN ACQUISITION 5 LIMITED
as Obligors' Agent

THE ROYAL BANK OF SCOTLAND PLC
as Security Trustee

THE ROYAL BANK OF SCOTLAND PLC
as Senior Facility Agent

and

WILMINGTON TRUST (LONDON) LIMITED
as Mezzanine Facility Agent

Simpson Thacher & Bartlett LLP
London

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THIS DEED OF RELEASE is dated 20 April 2015

BETWEEN:

- (1) EDEN ACQUISITION 5 LIMITED for and on behalf of itself and in its capacity as Obligors' Agent (the Obligors' Agent);
- (2) THE ROYAL BANK OF SCOTLAND PLC as security trustee for the Beneficiaries from time to time (the Security Trustee);
- (3) THE ROYAL BANK OF SCOTLAND PLC as facility agent for the Senior Lenders under the Senior Facilities Agreement (the Senior Facility Agent); and
- (4) WILMINGTON TRUST (LONDON) LIMITED as facility agent for the Mezzanine Lenders under the Mezzanine Facility Agreement (the Mezzanine Facility Agent).

BACKGROUND:

- (A) The Obligors' Agent, the Security Trustee, the Senior Facility Agent and the Mezzanine Facility Agent enter into this Deed in connection with the Senior Facilities Agreement and the Mezzanine Facility Agreement (both as defined below).
- (B) The Obligors' Agent has requested the Security Trustee to release the Released Assets from the security created by or pursuant to the Released Documents which the Security Trustee has agreed to do upon the terms and conditions of this deed.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Deed:

Effective Date means the date on which the Security Trustee receives confirmation from:

- (a) the Senior Facility Agent that it has received payment of:
 - (i) an amount equal to USD 146,863,261.75;
 - (ii) an amount equal to GBP 80,879,647.43;
 - (iii) an amount equal to EUR 166,948,281.60; and
 - (iv) an amount equal to GBP 65,572.95 and USD 1,437.50, being the legal fees incurred by the Senior Facility Agent and the Mezzanine Facility Agent in relation to this deed, the Senior Finance Documents and the Mezzanine Finance Documents,

and that such amounts represent full and final payment and repayment of all amounts due under or in connection with the Senior Finance Documents; and

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- (b) the Mezzanine Facility Agent that it has received payment of an amount equal to £116,506,360.88 and that such amount represents full and final payment and repayment of all amounts due under or in connection with the Mezzanine Finance Documents;

Intercreditor Agreement means the intercreditor agreement dated 21 December 2007 (as amended by an amendment letter dated 19 March 2008 and as may be further amended and/or restated on 1 February 2008, 19 March 2008, 4 April 2008, 28 May 2009, 5 November 2010 and 25 January 2013 and as may be further amended and/or restated from time to time), made between, amongst others, Eden Acquisition 5 Limited as parent, the Senior Facility Agent, the Mezzanine Facility Agent and the Security Trustee;

Mezzanine Facility Agreement means the mezzanine facility agreement dated 21 December 2007 (as amended and/or restated from time to time), made between, amongst others, Eden Acquisition 5 Limited as parent and the Mezzanine Facility Agent;

Released Assets means the assets (including, without limitation, property, interests, rights and benefits) of each of the Released Parties subject to any Security Interests arising under the Transaction Security Documents;

Released Documents means:

- (a) the Senior Facilities Agreement;
- (b) the Mezzanine Facility Agreement;
- (c) the Intercreditor Agreement;
- (d) the debenture dated 21 December 2007 between Eden Bidco Limited and the Security Trustee;
- (e) the debenture dated 19 March 2008 between Eden Acquisition 5 Limited and the Security Trustee;
- (f) a share pledge dated 12 May 2008 over shares in Advertising Film Festival Financing Limited, made between, Emap Communications Limited and the Security Trustee;
- (g) the composite debenture dated 12 May 2008 between Emap Limited (formerly Emap Communications Limited), Top Right Group Limited (formerly Emap Limited and Emap International Limited), Emap Group Holdings Limited, WGSN Limited (formerly Worth Global Style Network Limited), Advertising Film Festival Financing Limited, Emap Investments Limited, Emap Communications (Holdings) Limited, Emap Public Sector Limited, Emap Holdings, Emap Financial Services, Emap Overseas and the Security Trustee;
- (h) a security agreement dated 12 May 2008 over assets in WGSN, Inc., made between, WGSN, Inc. and the Security Trustee;
- (i) a stock pledge dated 12 May 2008 over stock in WGSN, Inc., made between, WGSN Limited (formerly Worth Global Style Network Limited) and the Security Trustee;
- (j) the debenture dated 18 December 2008, made between, Emap America (Holdings) Limited and the Security Trustee;
- (k) the debenture dated 14 July 2011 between Eden Loanco Limited and the Security Trustee;
- (l) the debenture dated 24 February 2012 between Emap Jersey Holdings Limited and the Security Trustee;
- (m) the security interest agreement dated 24 February 2012 between Emap Limited and the Security Trustee;

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- (n) the composite debenture dated 20 September 2012 between 4C Information Group Limited (formerly 4C Foresight Limited) and the Security Trustee;
- (o) the debenture dated 20 September 2012 between TRG 4C Group Limited and the Security Trustee;
- (p) the debenture dated 20 September 2012 between i2i Events Limited and the Security Trustee;
- (q) the debenture dated 20 September 2012 between Lions Festivals Limited and the Security Trustee;
- (r) the debenture dated 20 September 2012 between Emap Publishing Limited and the Security Trustee;
- (s) the composite debenture dated 21 December 2012, made between amongst other, 4C Information Group Limited (formerly 4C Foresight Limited), WGSN Group Limited (formerly 4C retail Limited), TRG Technology Limited, Planet Retail Limited, Glenigan Limited, Groundsure Limited, 4C Dormant Limited (formerly Infrastructure Journal Limited) and De Havilland Information Services Limited;
- (t) the debenture dated on or about 5 September 2013 between Enterprise Data Services Limited and the Security Trustee;
- (u) a supplemental stock pledge agreement dated 2 January 2014 granted by WGSN Inc. in favour of the Security Trustee;
- (v) a supplemental pledge agreement dated 31 March 2015 granted by WGSN Inc. in favour of the Security Trustee;
- (w) a supplemental security agreement dated 31 March 2015 granted by Money2020, LLC in favour of the Security Trustee;
- (x) a supplemental security agreement dated 31 March 2015 granted by WGSN Inc. in favour of the Security Trustee;
- (y) an intellectual property security agreement dated 31 March 2015 granted by Money2020, LLC in favour of the Security Trustee; and
- (z) any other document which creates a Security Interest over the Released Assets;

Released Parties means the Obligors listed in Annex 1 to this Deed, and **Released Party** means any one of them;

Security Interest means any mortgage, charge, pledge or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and

Senior Facilities Agreement means the senior facilities agreement dated 21 December 2007 (as amended and/or restated on 1 February 2008, 19 March 2008, 4 April 2008, 28 May 2009, 5 November 2010 and 25 January 2013 and as may be further amended and/or restated from time to time), made between, amongst others, Eden Acquisition 5 Limited as parent and the Senior Facility Agent.

- 1.2 Unless given a different meaning in this Deed, terms defined in the Senior Facilities Agreement, the Mezzanine Facility Agreement and/or the Intercreditor Agreement have the same meaning when used in this Deed (as the context may require).
- 1.3 The provisions of Clause 1.2 of the Intercreditor Agreement are incorporated into this Deed by reference, with references to "this Agreement" or similar terms being construed as references to this Deed.

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2. CONFIRMATION OF THE SENIOR FACILITY AGENT AND THE MEZZANINE FACILITY AGENT

- 2.1 The Senior Facility Agent agrees that immediately upon receipt of the amounts specified under paragraph (a) of the definition of Effective Date, it shall notify the Obligors' Agent and the Security Trustee of the same by issuing a letter substantially in the form of Part 1 of Annex 2 to this Deed.
- 2.2 The Mezzanine Facility Agent agrees that immediately upon receipt of the amounts specified under paragraph (b) of the definition of Effective Date, it shall notify the Obligors' Agent and the Security Trustee of the same by issuing a letter substantially in the form of Part 2 of Annex 2 to this Deed.

3. RELEASE

3.1 General

With effect from the Effective Date, the Security Trustee, the Senior Facility Agent and/or the Mezzanine Facility Agent (as appropriate) hereby irrevocably and unconditionally:

- (a) releases and discharges each of the Released Parties from all its present and future obligations and liabilities (both actual and contingent and whether as primary obligor, as guarantor, as surety or in any other capacity whatsoever, including any liability to any other Obligor under the Senior Finance Documents and the Mezzanine Finance Documents by way of contribution or indemnity and including under any parallel debt obligations) under or pursuant to the Senior Finance Documents and the Mezzanine Finance Documents;
- (b) releases the Released Assets from all Security Interests created, evidenced or conferred by or pursuant to the Released Documents and reassigns, re-transfers, surrenders, releases and re-conveys to the Released Parties all of their respective rights, title and interests in and relating to the Released Assets to hold the same free from all Security Interests constituted under the relevant Released Documents;
- (c) agrees that the Released Documents (in particular any future assignment, transfer, pledge or charges contemplated therein) are terminated and any Security Interests created thereby are released; and
- (d) authorises each of the Released Parties to take any steps (including, without limitation, the makings of any filings or the sending of any notice to any authority or other third party) necessary or desirable to give effect to this Clause 3 (*Release*).

4. EFFECTIVE DATE

- 4.1 The release, discharge, reassignment and termination of the Security Interests and other obligations pursuant to this Deed shall take effect immediately upon the occurrence of the Effective Date.
- 4.2 The Security Trustee undertakes to promptly notify the Obligors' Agent in writing upon the occurrence of the Effective Date. For the avoidance of doubt, the release, discharge, reassignment and termination of the Security Interests and other obligations pursuant to this Deed are not conditional upon the Security Trustee providing the notice set out in this Clause 4.2.

5. FURTHER ASSURANCE

The Security Trustee hereby undertakes, at the request and expense of the Obligors' Agent, to execute and deliver all such further deeds and documents as may be necessary or desirable in order to give effect to the releases contained in this Deed, including without limitation, entering into such instruments as are necessary or advisable under the terms of any relevant jurisdiction to effect and/or perfect the releases herein referred to.

6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

A person who is not party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any term of this Deed, no consent of any third party is required for any amendment (including any release or compromise of any liability) or termination of this Deed.

7. COUNTERPARTS

This Deed may be executed in any number of counterparts and all of those counterparts taken together will be deemed to constitute one and the same instrument.

8. AGREEMENT TO BE BOUND

Each of the parties agrees to be bound by this Deed notwithstanding that any person intended to execute or be bound by it may not do so or may not be so effectually bound.

9. GOVERNING LAW AND JURISDICTION

Other than where the laws of another jurisdiction mandatorily apply, this Deed and any non-contractual obligations arising out of or in connection with it are governed by English law and are subject to the provisions of Clause 36 (*Jurisdiction*) of the Intercreditor Agreement.

THIS DEED is executed and delivered as a deed on the date specified at the beginning of this Deed.

Annex I

The Obligors

Obligor	Jurisdiction	Registered number
Top Right Group Limited (formerly Emap International Limited and Emap Limited)	England and Wales	00435820
Emap Group Holdings Limited	England and Wales	06032169
Emap Limited (formerly Emap Communications Limited)	England and Wales	00537204
Emap Investments Limited	England and Wales	02825089
Emap Public Sector Limited	England and Wales	03194213
Emap Communications (Holdings) Limited	England and Wales	04327371
Emap Holdings	England and Wales	04327330
Emap Financial Services	England and Wales	02881640
Emap Overseas	England and Wales	03200509
Eden Acquisition 5 Limited	Cayman Islands	WK-205920
Eden Bidco Limited	Cayman Islands	WK-201489
Emap International Limited (formerly Emap Limited)	England and Wales	00435820
WGSN Limited (formerly Worth Global Style Network Limited)	England and Wales	4858491
Advertising Film Festival Financing Limited	Isle of Man	004137V
Emap America (Holdings) Limited	England and Wales	00100991
Eden Loanco Limited	Cayman Islands	258475
Emap Jersey Holdings Limited	Jersey law	109427
i2i Events Limited	England and Wales	07925964
TRG 4C Group Limited	England and Wales	07880716
Lions Festivals Limited	England and Wales	07814172
Emap Publishing Limited	England and Wales	07880758
4C Information Group Limited (formerly 4C Foresight Limited)	England and Wales	08256709
WGSN Group Limited (formerly	England and Wales	08256689

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Obligor	Jurisdiction	Registered number
4C Retail Limited)		
TRG Technology Limited	England and Wales	08255890
Planet Retail Limited	England and Wales	03994702
Glenigan Limited	England and Wales	08249446
Groundsure Limited	England and Wales	03421028
4C Dormant Limited (formerly Infrastructure Journal Limited)	England and Wales	08246669
De Havilland Information Services Ltd	England and Wales	08297488
Enterprise Data Services Limited	Cayman Islands	279434
WGSN Inc.	Delaware, U.S.A.	N/A
Money2020, LLC	Delaware, U.S.A.	N/A

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Annex 2

Part 1 - Form of confirmation from Senior Facility Agent

From: The Royal Bank of Scotland plc
in its capacity as Senior Facility Agent

To: The Royal Bank of Scotland plc
in its capacity as Security Trustee

Eden Acquisition 5 Limited
in its capacity as Obligors' Agent

[*] 2015

Dear Sirs

We refer to the global deed of release dated on or about [*] 2015 between Eden Acquisition 5 Limited as the Obligors' Agent, The Royal Bank of Scotland plc as Security Trustee and Senior Facility Agent and Wilmington Trust (London) Limited as Mezzanine Facility Agent (the *Deed of Release*). Capitalised terms used herein have the meaning given to them in the *Deed of Release* (including by way of reference to terms defined in or whose construction is provided for in any of the Released Documents) unless otherwise defined herein.

This is the confirmation referred to in Clause 2 (*Confirmation of the Senior Facility Agent and the Mezzanine Facility Agent*) of the *Deed of Release*.

We hereby confirm that we have received payment of:

- (i) an amount equal to USD 146,863,261.75;
- (ii) an amount equal to £80,879,647.43;
- (iii) an amount equal to EUR166,948,281.60; and
- (iv) an amount equal to GBP 65,572.95 and USD 1,437.50, being the legal fees incurred by the Senior Facility Agent and the Mezzanine Facility Agent in relation to this deed, the Senior Finance Documents and the Mezzanine Finance Documents,

and that such amounts represent full and final payment and repayment of all amounts due under or in connection with the Senior Finance Documents.

This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

The Royal Bank of Scotland plc
as Senior Facility Agent

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Annex 2

Part 2 - Form of confirmation from Mezzanine Facility Agent

From: Wilmington Trust (London) Limited
in its capacity as Mezzanine Facility Agent

To: The Royal Bank of Scotland plc
in its capacity as Security Trustee

Eden Acquisition 5 Limited
in its capacity as Obligors' Agent

[•] 2015

Dear Sirs

We refer to the global deed of release dated on or about [•] 2015 between Eden Acquisition 5 Limited as the Obligors' Agent, The Royal Bank of Scotland plc as Security Trustee and Senior Facility Agent and Wilmington Trust (London) Limited as Mezzanine Facility Agent (the **Deed of Release**). Capitalised terms used herein have the meaning given to them in the Deed of Release (including by way of reference to terms defined in or whose construction is provided for in any of the Released Documents) unless otherwise defined herein.

This is the confirmation referred to in Clause 2 (*Confirmation of the Senior Facility Agent and the Mezzanine Facility Agent*) of the Deed of Release.

We hereby confirm that we have received payment of an amount equal to £116,506,360.88 and that such amount represents full and final payment and repayment of all amounts due under or in connection with the Mezzanine Finance Documents.

This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
Wilmington Trust (London) Limited
as Mezzanine Facility Agent

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TRADEMARK
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Signatories

The Obligors' Agent

EXECUTED as a deed)
by Eden Acquisition S Limited)

Alyssa Signature of Director

Amanda Gradden Name of Director

in the presence of

[Signature] Signature of witness

Alexander Pol Name of witness

2, Place Winston Churchill Address of witness

L-1340 (Lyonnais)

Avocat Occupation of witness

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The Security Trustee

EXECUTED as a deed
by The Royal Bank of Scotland plc

)
)

Signature of Director

Name of Director

JACOB NILSEN

in the presence of

Signature of witness

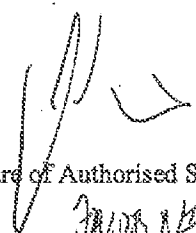
Name of witness STEPHEN SWANN

Address of witness c/o RBS
250 BISHOPSGATE
LONDON
EC2M 4AA

Occupation of witness BANKER

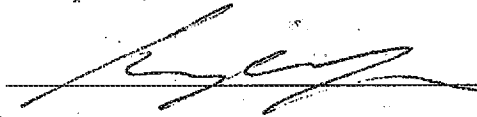
The Senior Facility Agent

EXECUTED as a deed
by The Royal Bank of Scotland plc

)
)

Signature of Authorised Signatory

J. A. JENSEN
Name of Authorised Signatory

in the presence of



Signature of witness

Name of witness STEPHEN SWANN

Address of witness c/o RBS
250 BISHOPSGATE
LONDON
EC2M 4AA

Occupation of witness BANKER

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The Mezzanine Facility Agent

EXECUTED as a deed
by Wilmington Trust (London) Limited

) 
)

Signature of Authorised Signatory / Director

Name of Authorised Signatory / Director

Paul Barton
Director

in the presence of



Signature of witness

Name of witness

Sajada Afzal
Authorised Signatory

Address of witness

Third Floor
1 King's Arms Yard
London
EC2R 7AF

Occupation of witness

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TRADEMARK
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SCHEDULE 5

PATENTS, TRADEMARKS AND TRADE NAMES, COPYRIGHTS AND LICENSES

Grantor	Patents	Country	Patent No.
Money2020, LLC	None		

Grantor	Trademarks and Trade Names	Country	Mark	Reg. No.	Serial No.
Money2020, LLC	MONEY20/20 IS PRIMITIME	U.S.A.	Trademark	N/A	86351388
	REALIZE YOUR VISION NOW	U.S.A.	Trademark	4648949	86260970
	MONEY20/20 HACKATHON	U.S.A.	Trademark	N/A	86363357
	MONEY20/20EUROPE	U.S.A.	Trademark	N/A	85438067
	BITCOIN WORLD	U.S.A.	Trademark	N/A	86143136
	MONEY20/20	U.S.A.	Trademark	N/A	86269967
	MONEY2020	U.S.A.	Trademark	8468690	85738571