

**TRADE MARKS ACT 1994**

**IN THE MATTER OF:**

**AN APPLICATION BY THE EDGE INTERACTIVE MEDIA INC**

**FOR RECORDAL OF AN ASSIGNMENT-IN-PART**

**OF REGISTERED TRADE MARKS 2552136 AND 2552147**

**STANDING IN THE NAME OF FUTURE PUBLISHING LTD**

**ADDENDUM TO DECISION  
DELIVERED ON 28 MAY 2014**

1. At the conclusion of the hearing which took place before me on 28 May 2014, I delivered a Decision orally setting out my reasons for dismissing The Edge Interactive Media Inc's Appeal brought by way of a Form TM55 Notice and Grounds of Appeal filed on 21 August 2012 in respect of the first instance Decision of the Registrar's Hearing Officer (Mr David Landau) issued under reference BL O/283/12 on 25 July 2012.

2. The Transcript of the hearing on 28 May 2014 was sent to the parties by email on 30 May 2014. The approved Transcript of my Decision was sent to the parties by email on 2 June 2014.

3. Within hours of the conclusion of the hearing on 28 May 2014, the Reverend Dr Tim Langdell began sending my clerks emails requesting that Edge Interactive's Appeal be re-opened, that the Decision I had delivered be reversed, that the Appeal be allowed and that the Hearing Officer's Decision be set aside.

4. There are two strands to the request made and developed in Dr Langdell's emails:
- (i) In emails he sent following the hearing but prior to receiving the Transcript of it, Dr Langdell asserted that I had neither correctly understood nor correctly determined the arguments raised by Edge Interactive in support of its Appeal. Thus: "To be clear, we are saying that to draw a distinction between 'assignment actual' and 'assignment in potential through agreement' is purely semantic. Even if you conclude that an actual assignment susceptible to registration had not been concluded prior to termination of the CTA, that is clearly a mere technicality since both parties obviously agreed that such assignment was to be completed and as an unconditional right, would be completed regardless of whether the CTA is terminated. Thus in a very real sense the assignment existed prior to termination since the parties agreed that it did, and to say otherwise is to split hairs for the sole benefit of favouring Future Publishing, and is ultimately just semantics." (Email 29.05.2014, 13:38).
- (ii) In emails he sent following receipt of the Transcript and receipt of the approved Transcript of the Decision, Dr Langdell asserted that my Decision was fundamentally flawed for failure to take account of an 'Amended Form TM16' and 'July 2012 Deed of Assignment', copies of which were attached to an email received by my clerks on 2 June 2014. Thus: "... the original TM16 is moot in these proceedings... Our Amended TM16 filed 17 July 2012 (attached) was the key document before Mr Landau, accompanied by our new Deed of Assignment also dated 17 July 2012." (email 02.06.2014, 06:43); and "Edge's Amended TM16

and July 2012 Deed of Assignment form a valid pair of documents that mean the UK IPO is obliged in law to process the Amended TM16 and register these two marks in Edge's name" (email 02.06.2014, 17:26).

5. The first strand of the request calls for a re-run of the case for claiming that the provisions of Clause 2.8 of the Concurrent Trading Agreement and Deed of Trademark Assignment of 15 October 2004 had, without more, effected an assignment of trade mark rights on 5 July 2010 which the Registrar was required to recognise by making the appropriate entry in the Register pursuant to the Form TM16 (Application to record a change of ownership) filed by Edge Interactive at the UK IPO on 7 March 2012.

6. Copies of the Form TM16 and the accompanying letter of 5 March 2012 (both as filed on 7 March 2012) are at Attachment A to this Addendum. It can be seen that the claim for recordal rested upon Clause 2.8 of the 2004 Agreement. The Hearing Officer rejected that claim because he considered that Clause 2.8 did not, in and of itself, satisfy the requirement for an assignment susceptible of registration: see paragraphs [5], [6], [18] and [33] of his Decision.

7. In its Grounds of Appeal, in the form in which they eventually stabilised on 24 March 2014, Edge Interactive noted (see paragraph 3(c) of the Grounds) that the Hearing Officer had correctly appreciated its position with regard to Clause 2.8 being the basis on which it filed the Form TM16. It further noted that its claim for recordal on that basis had been rejected (see paragraph 4(a) of the Grounds). It maintained that the Hearing Officer was wrong to reject its reliance on Clause 2.8 as a matter of contract law and trademark law (see paragraph 6(a) of the Grounds).

8. Edge Interactive continued to maintain up to, into and throughout the hearing of its Appeal that the Form TM16 it had filed on 7 March 2012 was sufficient on the basis of Clause 2.8 to result in recordal of the antecedent assignment which had, on its view, taken place on 5 July 2010. It is not necessary to multiply references to the Transcript and documents on file showing that to be so. It is sufficient to refer to page 6 of Edge Interactive's Supplemental Skeleton for the Appeal where it is stated: "March 5, 2012. Edge invokes its right under the irrevocable Power of Attorney granted it by Clause 2.8 and files a Form TM16 with the UK IPO to have the recording of the registrations of the two marks be transferred to Edge's name, correctly reflecting the true ownership of the marks as Edge's due to the automatic transfer of ownership that occurred per paragraph 2.8 immediately upon Future filing to register the marks on July 5, 2010."

9. The argument advanced on behalf of Edge Interactive with regard to the effectiveness of the Form TM16 on the basis of Clause 2.8 was considered, addressed and rejected in full at the hearing on 28 May 2014. The first of the two strands of assertion noted at paragraph 4(i) above discloses no proper basis for any request for the proceedings on appeal to be re-opened.

10. The second of the two strands of assertion noted at paragraph 4(ii) above also discloses no proper basis for any request for the proceedings on appeal to be re-opened. Copies of the 'Amended Form TM16' and 'July 2012 Assignment' (both as received by this Tribunal on 2 June 2014) are at Attachment B to this Addendum. It can be seen that the 'Amended Form TM16' is a new Form TM16 dated '17 July 2012', not a textually amended copy of the previous Form TM16 dated '5 March 2012' (see Attachment A to

this Addendum). Moreover, the 'July 2012 Assignment' (which is dated 'July 17, 2012' and expressed to be 'back dated to an effective date of July 5, 2010') leaves open the question whether, as Edge Interactive persistently contended, the Form TM16 it filed on 7 March 2012 should have been accepted as a valid request for recordal of an antecedent assignment of trade mark rights which had taken place automatically on 5 July 2010 solely by virtue of Clause 2.8 of the 2004 Agreement.

11. It is a travesty of the truth for Dr Langdell to assert, as he has, that the Form TM16 he filed on behalf of Edge Interactive on 7 March 2012 'is moot in these proceedings' and that the documents at Attachment B to this Addendum were and are the 'key' documents for the purposes of Edge Interactive's claim for recordal of assignment that the Hearing Officer was called upon to consider at first instance and that I was called upon to consider on appeal. The true position is that Edge Interactive's claim for recordal of an assignment supposedly effected by Clause 2.8 was conducted and contested at first instance and on appeal by reference to the Form TM16 filed on 7 March 2012 and not by reference to the documents at Attachment B to this Addendum.

12. The attempt at this stage to re-open the proceedings on appeal, jettison the Form TM16 filed on 7 March 2012 and set up a different claim for recordal on the basis of the documents at Attachment B amounts, in my view, to an abuse of process.

13. With further reference to Attachment B, I note that there is no copy of the TM16 dated '17 July 2012' among the Registry papers provided to me for the purposes of the Appeal. I have found no mention of it in the Registry's publicly accessible online records relating to the trade mark registrations in suit. So far as I can see, there is also no copy or

any mention of it in the (quite voluminous) body of documentation put before me by the parties for the purposes of the hearings which took place on 8 January 2014 and 28 May 2014. That appears to me to be a very odd state of affairs in relation to what Dr Langdell seeks to describe (after having receiving the Transcripts sent to him on 30 May 2014 and 2 June 2014) as ‘the key document before Mr Landau’.

14. It can be seen from the Judgment delivered by Proudman J under reference [2011] EWHC 1489 (Ch) (reported at [2011] ETMR 50) and from the brief assessment of it given by Lewison LJ in his judgment of 7 February 2012 that Dr Langdell has been prepared to resort to forgery and perjury in an effort to thwart enforcement by Future Publishing of its legal rights against him and Edge Interactive. There is also a finding in the Hearing Officer’s Decision which stands unchallenged on appeal in the present proceedings to the effect that Dr Langdell’s evidence and assertions with regard to the execution of a Deed of Assignment on 30 July 2010 were false. More generally, a ‘Schedule of findings of dishonest conduct against the Defendants by judicial tribunals’ was provided at Annex 2 to Future Publishing’s Skeleton Argument for the hearing which took place before me on 6 January 2014. I understand that this Schedule was put before the High Court by Future Publishing at the trial before Proudman J which culminated in her Judgment referred to above. The contents of the Schedule are disconcerting from the viewpoint of a tribunal concerned to ensure that it is being asked to act on the basis of accurate and reliable information.

15. I am not willing, in view of the matters I have referred to in paragraphs 6 to 8 and 10 to 14 above, to act simply upon the basis of assertions by Dr Langdell to the effect that

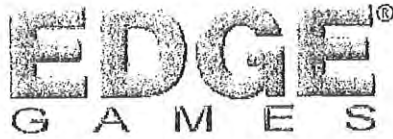
the 'Amended Form TM16' dated '17 July 2012' was a document duly filed at the UK IPO in accordance with the requirements of the applicable provisions of the Act and the Rules. That additionally leaves me unwilling to accept that the second of the two strands of assertion noted at paragraph 4(ii) above discloses a proper basis for any request for the proceedings on appeal to be re-opened.

Geoffrey Hobbs QC

4 June 2014

# **Attachment A to Addendum**





Trade Marks Registry  
Concept House  
Cardiff Road  
Newport  
South Wales  
NP10 8QQ  
United Kingdom

M2-IPO-NEWPORT  
07/MAR/2012

By Federal Express

March 5, 2012

**Re: Partial Assignment of Trademarks Numbers 2552136 and 2552147  
Both for the mark "EDGE" in classes 9, 16, 35, 38 & 41  
Both Originally Applied For by Future Publishing Ltd, 5 July 2010.**

Dear Sir or Madam:

Please find enclosed our form TM16 together with payment of £50. We also enclose a copy of our contract and deed with the original applicant/proprietor (Future Publishing Ltd, "Future") dated 15 October 2004 for your reference. You will see below that the contract between Future and ourselves ("EIM") grants us full power of attorney to file the enclosed assignment on behalf of Future.

This assignment is filed in accord with clause 2.8 of the 2004 Agreement between Future and ourselves. The contract between us was indisputably in full force and effect on 5 July 2010 when Future filed the two applications for the two marks in question. Clause 2.8 of the agreement states that in the event registrations mature in the name of Future in classes and for goods other than in the "Agreed Part" in class 16, then this clause grants EIM power of attorney to assign all but a subset of class 16 rights to EIM.

The 2004 agreement makes clear that as at 5 July 2010 Future was to only own trademark registrations of the "Agreed Part" of class 16, and as at 5 July 2010 **EIM is to be the sole owner of any registrations of the mark EDGE in any other classes or in class 16 other than for the "Agreed Part"**. Further, as at 5 July 2010 Future was barred from applying to register the mark EDGE in its name as proprietor except for the "Agreed Part" in class 16, but if Future did so apply then Future was to immediately assign all rights other than the "Agreed Part" class 16 rights to EIM. Also, upon filing on 5 July 2010, both instant *applications* became mainly owned by EIM in accord with clause 2.8.

**The EDGE Interactive Media, Inc.,**  
530 South Lake Avenue, #171, Pasadena, California, 91101  
T: 626 449 4EDGE F: 626 844 4EDGE W: www.edggames.com E:corp@edggames.com

The "Agreed Part" of class 16 is defined in Schedule 2 of the attached deed (in clause 3.2 of the deed) as:

*"Printed matter and publications, namely magazines, newspapers, journals, columns and sections within such magazines, newspapers and journals, all in the field of business, entertainment and education relating to computers, computer software, computer games, video games, hand-held games and other interactive media."*

Clause 2.8 clearly states that should Future file to register the mark EDGE other than just for the "Agreed Part" of class 16 then:

*"In the event that Future shall register or apply to register in any country any such trademark in breach of this Clause 2.8, Future shall forthwith and without prejudice to any other rights of EIM under this Agreement and Deed assign all right, title, and interest in such trademark(s) in respect to the goods and services, to EIM"*

**Future granted EIM irrevocable power of attorney to file the instant assignment(s).**

Clause 2.8 of the 2004 agreement also clearly states that the moment Future applies to register the mark EDGE in its name in breach of the agreement then EIM is granted power of attorney to rectify the breach by assigning all rights in the applications and registrations (other than in respect to the "Agreed Part" of class 16) to EIM:

*"To guarantee compliance by Future with their obligations under Clause 2.8, Future irrevocably appoints EIM, with further power to delegate its powers to any director or other duly authorised officer of EIM, to be their true and lawful attorney and to do and perform any acts and to execute any documents necessary or desirable in connection with this Clause 2.8"*

Consequently, while as of 5 July 2010 Future was not permitted to file the instant applications seeking to register Future as proprietor of the mark EDGE other than in the "Agreed Part" of class 16, the moment Future filed the applications on 5 July 2010 Future immediately granted EIM an irrevocable power of attorney to assign all registered rights in all classes other than the "Agreed Part" of class 16 to EIM. The rights other than in the "Agreed Part" of class 16 also immediately became owned by EIM: even the application became owned by EIM as of 5/7/10 for all goods/classes other than the "Agreed Part".

Since EIM's CEO (Dr Tim Langdell) is the director and an authorised officer of EIM in the meaning of clause 2.8, the attached Form TM16 is valid and lawfully filed and should be processed as if lawfully executed by both the original applicant/proprietor (Future) and by the new proprietor (EIM).

**Classes/Goods to remain registered by Future as proprietor after assignment:**

In accord with the terms of the 2004 agreement as it validly stood as at 5 July 2010 when the instant applications were filed, the sole part of the registration that is to remain registered with Future as the proprietor is the following part of the original class 16 filing:

*Class 16:*

*Printed publications and magazines all relating to on-computer, on-console, and online gaming, computer games software, computer hardware and related accessories*

**Classes/Goods to show on the UK Register as registered to EIM as proprietor after the assignment:**

The applications and registrations of classes/goods are contractually obliged to be assigned to EIM as of 5 July 2010:

*Class 09:*

*Downloadable electronic publications; downloadable electronic publications relating to on-computer, on-console and online gaming, computer games software, computer hardware and related accessories; printed publications in electronically readable form; printed publications in electronically readable form relating to on-computer, on-console and online gaming, computer games software, computer hardware and related accessories; recorded media containing pre-recorded electronic publications; recorded media containing pre-recorded electronic publications relating to on-computer, on-console and online gaming, computer games software, computer hardware and related accessories; computer console games; video game programs; computer games software, computer hardware; computer games software downloadable from the Internet; sound, music, image, video and game data files obtainable by stream access for computers, communications apparatus, and mobile telephones; software applications for use on games equipment or devices, mobile telephones, personal digital assistants (PDAs), or mobile computing devices; downloadable audio and video files; downloadable audio and video files featuring gaming-related content, computer games software, computer hardware and related accessories; parts, fitting and accessories in class 9 for the aforementioned goods.*

*Class 16:*

*Printed matter, all relating to on-computer, on-console and online gaming, computer games software, computer hardware and related accessories, but not including printed publications and magazines all relating to on-computer, on-console, and online gaming, computer games software, computer hardware and related accessories.*

*Class 35:*

*Advertising, promotional and marketing services for others; providing business and marketing information; computerised electronic on-line retail store services connected with the sale of on-computer, on-console and online gaming goods, computer games software, computer hardware, and related accessories; business advice and information relating to on-line retail store services.*

*Class 38:*

*Telecommunications services; network transmission of sound, data or images; broadcasting services; audio and video broadcasting services over the Internet, audio and video broadcasting services via electronic communications networks; broadcasting of media, sound, data or images relating to on-computer, on-console and online gaming, computer games software, computer hardware and related accessories; broadcasting of audiovisual content via stream, download, or other means to wired or wireless devices; podcasting services; enhanced transmission of audio and/or visual content and transmission of really simple syndication (RSS) feeds via a global computer network or other electronic or digital communications network or device; transmission of audio and/or visual content and transmission of really simple syndication (RSS) feeds concerning on-computer, on-console and online gaming, computer games software, computer hardware and related accessories; providing on-line chat room services for transmission of messages among computer users; providing on-line chat room services for transmission of information concerning on-computer, on-console and online gaming, computer games software, computer hardware and related accessories; providing access to on-line electronic bulletin boards; providing access to on-line electronic bulletin boards for transmission of messages among computer users concerning on-computer, on-console and online gaming, computer games software, computer hardware and related accessories; providing Internet access to online blogs, discussion groups, chat rooms and electronic bulletin boards; providing access to an internet discussion website; transmission of news and information via the Internet; transmission of news and information via the Internet relating to on-computer, on-console and online gaming, computer games software, computer hardware and related accessories.*

*Class 41:*

*Organising, arranging and conducting shows, conferences, seminars, awards ceremonies and competitions all relating to on-computer, on-console and online gaming, computer games software, computer hardware and related accessories; entertainment services; information relating to entertainment, provided on-line from a computer database or the Internet; information relating to on-computer, on-console and online gaming, computer games software, computer hardware and related accessories, provided on-line from a computer database or the Internet; providing on-line electronic publications (non-downloadable); publication of magazines, books and journals on-line; publication of magazines; publication of printed matter relating to on-computer, on-console and online*

*gaming, computer games software, computer hardware and related accessories; on-line gaming services; video game services; electronic games services or on-line gaming services provided on-line from a computer database or the Internet; providing a website featuring an array of video gaming-themed merchandise, video recordings, video stream recordings, interactive video highlight selections, on-line computer games, video games, interactive video games, action skill games, trivia games, and video gaming news; streaming audio and video content relating to on-computer, on-console and online gaming, computer games software, computer hardware and related accessories; entertainment in the form of television programmes; production of television programmes and other audio-visual media; television entertainment services relating to on-computer, on-console and online gaming, computer games software, computer hardware and related accessories; production of television programmes relating to on-computer, on-console and online gaming, computer games software, computer hardware and related accessories; information and advisory services relating to the aforesaid services.*

Respectfully submitted,

Yours truly,

A handwritten signature in black ink, appearing to read 'Tim Langdell', written in a cursive style.

Dr Tim Langdell  
CEO, The Edge Interactive Media, Inc.  
New Proprietor in *pro per*

*cc. Future Publishing Ltd & Abel and Inray for Future Publishing Ltd.*



91570

**Form TM16**


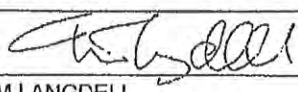
Official Fee £50 due with this form

M2-IPO-NEWPORT Trade Marks Registry  
07 / MAR / 2012  
Concept House  
Cardiff Road  
Newport  
South Wales  
NP10 8QQ

**Application to record a change of ownership**

Please read the notes on the next page before filling in this form.

1. Trade mark numbers affected. (List on a separate sheet if there is not enough space on this form).	2552136 (09) 2552147 (09) <span style="float: right;">(Lowest) Class</span>
2. Full name of the applicant or proprietor as now shown on our records.	Furure Publishing Ltd
3. Full name and address (including postcode) of the new applicant or proprietor.	The Edge Interactive Media, Inc. 530 South Lake Avenue, Ste 171 Pasadena, CA, USA
4. (a) If the new proprietor is a corporate body, in what country is it incorporated?  (b) If incorporated in the USA, also give the state in which it is incorporated.	United States  CA
5. Date new proprietor took over ownership, (See note 1).	5 July 2010
6. If only part of the ownership has been transferred, for example by partial assignment, what rights or goods or services have been transferred?	All goods and services in all classes other than part of class 16; i.e. the entirety of classes 9, 35, 38 and 41 are being assigned along with part of class 16 - the balance of 16 remains with Future Publishing Ltd. (See letter)
7. Full name and address (including postcode) where we should send confirmation that we have recorded the change.	The Edge Interactive Media, Inc. 530 South Lake Avenue, Ste 171 Pasadena, CA, USA
Trade Marks ADP number (if you know it).	0743484001
8. We will record the address given in section 7 above as the contact address for future correspondence about these marks unless you give a different address here.	

9. Authorisation to change the register. You must complete (a) and (b). (See note 2).	
(a) Signature of the current applicant or proprietor, or their representative	
Name in BLOCK CAPITALS	TIM LANGDELL
Status of signatory.	Power of attorney granted by Future Publishing Ltd
Date.	5 March 2012
(b) Signature of the new applicant or proprietor, or their representative.	
Name in BLOCK CAPITALS.	TIM LANGDELL
Status of signatory.	CEO
Date.	5 March 2012
10. Name and daytime phone number of the person we should contact in case of query.	08703120379
Your reference.	FUTRASSGMAR12
Number of sheets attached to this form.	
11. E-mail contact details If your e-mail contact details have changed, please notify us of the new e-mail address (see notes 3).	tim@edgegames.com

#### Notes

Use this form to ask us to record changes in the ownership of marks, including company mergers. It is not a substitute for the assignment document or other proof of the transaction.

If the applicant or proprietor has merely changed their name, use form TM21, not this one.

We suggest you check the proprietor's name and the marks they own by doing a proprietor search on our website [www.ipo.gov.uk](http://www.ipo.gov.uk) before you fill in the form.

1. If the assignment was before 28 March 2000, you will need to provide a separate declaration about whether Stamp Duty has been paid or is not payable. If you need more advice about this, contact your nearest Inland Revenue Stamp Office, or phone their Helpline on 0845 6030135.
2. Both the old and new proprietors, or their representatives, must sign this form. If you cannot do this, you may send us a copy of the deed of assignment or other written proof of the transaction.
3. It is important that you notify us of any change to your e-mail address. However, we will only amend the e-mail address details of any application referred to on this form if they were e-filed on or after 1st October 2009.

Please refer to [www.ipo.gov.uk/pro-types/pro-tm/t-law/t-notice/t-notice-01102009.htm](http://www.ipo.gov.uk/pro-types/pro-tm/t-law/t-notice/t-notice-01102009.htm) for further information.

We cannot add an e-mail address if the trade mark was not filed electronically.

# **Attachment B to Addendum**



**Form TM16**

Official Fee £50 due with this form

Trade Marks Registry  
Concept House  
Cardiff Road  
Newport  
South Wales  
NP10 8QQ

Application to record a change of ownership

Please read the notes on the next page before filling in this form.

<p>1. Trade mark numbers affected. (List on a separate sheet if there is not enough space on this form).</p>	<p style="text-align: right;"><i>(Lowest) Class</i></p> <p>2552136 (09) 2552147 (09)</p>
<p>2. Full name of the applicant or proprietor as now shown on our records.</p>	<p>Furure Publishing Ltd</p>
<p>3. Full name and address (including postcode) of the new applicant or proprietor.</p>	<p>The Edge Interactive Media, Inc. 530 South Lake Avenue, Ste 171 Pasadena, CA, USA</p>
<p>4. (a) If the new proprietor is a corporate body, in what country is it incorporated?  (b) If incorporated in the USA, also give the state in which it is incorporated.</p>	<p>United States  CA</p>
<p>5. Date new proprietor took over ownership. (See note 1).</p>	<p>17July2012 (5July2010) i.e. Deed of Assignment dated 17/7/12, assigning marks back-dated to 5/7/10</p>
<p>6. If only part of the ownership has been transferred, for example by partial assignment, what rights or goods or services have been transferred?</p>	<p>All goods and services in all classes other than part of class 16; i.e. the entirety of classes 9, 35, 38 and 41 are being assigned along with part of class 16 - the balance of 16 remains with Future Publishing Ltd. (See 5/3/12 letter and 17/7/12 Deed of Assignment)</p>
<p>7. Full name and address (including postcode) where we should send confirmation that we have recorded the change.</p> <p>Trade Marks ADP number (if you know it).</p>	<p>The Edge Interactive Media, Inc. 530 South Lake Avenue, Ste 171 Pasadena, CA, USA</p> <p>0743484001</p>
<p>8. We will record the address given in section 7 above as the contact address for future correspondence about these marks unless you give a different address here.</p>	

9.	Authorisation to change the register. You must complete (a) and (b). (See note 2).  (a) Signature of the current applicant or proprietor, or their representative	
	Name in BLOCK CAPITALS	TIM LANGDELL
	Status of signatory.	Power of attorney granted by Future Publishing Ltd
	Date.	17 July 2012
	(b) Signature of the new applicant or proprietor, or their representative.	
	Name in BLOCK CAPITALS.	TIM LANGDELL
	Status of signatory.	CEO
	Date.	17 July 2012
10.	Name and daytime phone number of the person we should contact in case of query.	08703120379
	Your reference.	FUTRASSGJUL12
	Number of sheets attached to this form.	1
11.	E-mail contact details If your e-mail contact details have changed, please notify us of the new e-mail address (see notes 3).	tim@edgegames.com

#### Notes

Use this form to ask us to record changes in the ownership of marks, including company mergers. It is not a substitute for the assignment document or other proof of the transaction.

If the applicant or proprietor has merely changed their name, use form TM21, not this one.

We suggest you check the proprietor's name and the marks they own by doing a proprietor search on our website [www.ipo.gov.uk](http://www.ipo.gov.uk) before you fill in the form.

1. If the assignment was before 28 March 2000, you will need to provide a separate declaration about whether Stamp Duty has been paid or is not payable. If you need more advice about this, contact your nearest Inland Revenue Stamp Office, or phone their Helpline on 0845 6030135.
2. Both the old and new proprietors, or their representatives, must sign this form. If you cannot do this, you may send us a copy of the deed of assignment or other written proof of the transaction.
3. It is important that you notify us of any change to your e-mail address. However, we will only amend the e-mail address details of any application referred to on this form if they were e-filed on or after 1st October 2009.

Please refer to [www.ipo.gov.uk/pro-types/pro-tm/t-law/t-notice/t-notice-01102009.htm](http://www.ipo.gov.uk/pro-types/pro-tm/t-law/t-notice/t-notice-01102009.htm) for further information.

We cannot add an e-mail address if the trade mark was not filed electronically.

**DEED OF ASSIGNMENT**

WHEREAS Future Publishing Limited ("Future") and The Edge Interactive Media, Inc. ("EIM") entered into an agreement on October 15, 2004("the CTA").

AND WHEREAS the CTA was in full force an effect, and thus binding on Future on July 5, 2010 and at all times from commencement to August 20, 2010.

AND WHEREAS on July 5, 2010 Future filed to register the mark EDGE in the UKIPO, Reg. Nos.2552136 and 2552147 ("the Marks") in direct breach of clauses 2.8 and 2.9 of the CTA.

AND WHEREAS Clause 2.8 of the CTA compels Future to assign the Marks to EIM immediately upon filing to register them.

AND WHEREAS in Clause 2.8 Future, as security to EIM to ensure Future complied with Clause 2.8, granted to EIM irrevocable power of attorney to execute any document necessary to cure any breach of Clause 2.8, including and not limited to the execution of this Deed of Assignment assigning the Marks to EIM, back dated to an effective date of July 5, 2010 so as to effect a cure of the breach of Clause 2.8..

THEREFORE, THE PARTIES AGREE ASSIGNMENT AS FOLLOWS:

1.1 In consideration of the sum of £1 paid to Future by EIM (receipt of which is hereby acknowledged, Future with full title guarantee assigns all parts of the Marks other than the Agreed Part to EIM absolutely (that is, Future assigns to EIM the entirety of all classes of the Marks other than the Agreed Part of class 16).

1.2 The Agreed Part of the Marks means the following part of the Marks in class 16 (and only this part of this class of the Marks):

"Printed matter and publications, namely magazines, newspapers, journals, columns and sections within such magazines, newspapers and journals, all in the field of business, entertainment and education relating to computers, computer software, computer games, video games, hand-held games and other interactive media".

IN WITNESS TO THIS THE PARTIES SIGN AS FOLLOWS:

On Behalf of Future Publishing Ltd  
(By Dr Tim Langdell of EIM, by  
invoking the power of attorney)



On Behalf of The Edge Interactive Media Inc  
Dr Tim Langdell, CEO



Date: July 17, 2012