

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PJB Publications Limited		09/27/2004	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Informa UK Limited		
Street Address:	37-41Mortimer Street		
Internal Address:	Mortimer House		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1T 3JH		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1806021	PHARMA PROJECTS	
Registration Number:	1804380	PHARMA CEASED	
Registration Number:	1813629	ANIMAL PHARM	
Registration Number:	1806022	PHARMA STRUCTURES	
Registration Number:	1746174	PHDI	
Registration Number:	1846689	CLINICA	
Registration Number:	1570567	SKIN CULTURE	
Registration Number:	1756749	AGROW	
Registration Number:	1876642	SCRIP	
Registration Number:	2202421	AGROPROJECTS	
Registration Number:	1857103	CLINICA	
Registration Number:	2930517	CLINICA	
Registration Number:	2874395	PHARMA PROJECTS	

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Registration Number:	2884115	ANIMAL PHARM
Registration Number:	3067347	TARGET WORLD DRUG DELIVERY NEWS
Registration Number:	2871506	INSTRUMENTA
Serial Number:	74175368	SCRIP
Serial Number:	78214133	GENOMIKA
Serial Number:	78299807	SCRIP'S TARGET
Serial Number:	78301537	TARGET WORLD DRUG DELIVERY NEWS
Serial Number:	78336630	GMPROJECTS
Serial Number:	78336632	GMPROJECTS

CORRESPONDENCE DATA

Fax Number: (781)622-5933

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 781-622-5930

Email: TFD@MBBP.com

Correspondent Name: Thomas F. Dunn

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Address Line 2: Suite 205

Address Line 4: Waltham, MASSACHUSETTS 02451

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Thomas F. Dunn
Signature:	/Thomas F. Dunn/
Date:	05/24/2006

Total Attachments: 13

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DATED 27th SEPTEMBER 2004

(1) P. J. B. PUBLICATIONS LIMITED

- and -

(2) HAMPTON PUBLISHING LIMITED

- and -

(3) BIOCOMMERCE DATA LIMITED

- and -

(4) REGULATORY AFFAIRS JOURNALS LIMITED

-and-

(5) BROOKWOOD MEDICAL PUBLICATIONS LIMITED

- and -

(6) INFORMA UK LIMITED

BUSINESS SALE AND PURCHASE AGREEMENT

McGrigors
London

1-2 Dorset Rise
LONDON
EC4Y 8EN
Telephone: 020 7694 2500
Facsimile: 020 7694 2501
E-Mail: enquiries@mcgrigors.com
Web Site: <http://www.mcgrigors.com>
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TRADEMARK
REEL: 003315 FRAME: 0815

THIS AGREEMENT is made as a Deed the ^{27th} day of September 2004

BETWEEN:

- (1) **P. J. B. PUBLICATIONS LIMITED** a company registered in England and Wales with registered number 01275302 and having its registered office at Mortimer House, 37-41 Mortimer Street, London W1T 3JH ("**PJB**");
- (2) **HAMPTON PUBLISHING LIMITED** a company registered in England and Wales with registered number 03558395 and having its registered office at Mortimer House, 37-41 Mortimer Street, London W1T 3JH ("**HP**");
- (3) **BIOCOMMERCE DATA LIMITED** a company registered in England and Wales with registered number 01938777 and having its registered office at Mortimer House, 37-41 Mortimer Street, London W1T 3JH ("**BD**");
- (4) **REGULATORY AFFAIRS JOURNALS LIMITED** a company registered in England and Wales with registered number 02472431 and having its registered office at Mortimer House, 37-41 Mortimer Street, London W1T 3JH ("**RAJ**");
- (5) **BROOKWOOD MEDICAL PUBLICATIONS LIMITED** a company registered in England and Wales with registered number 02625627 and having its registered office at Mortimer House, 37-41 Mortimer Street, London W1T 3JH ("**BMP**"); and
- (6) **INFORMA UK LIMITED** a company registered in England and Wales with registered number 01072954 and having its registered office at Mortimer House, 37-41 Mortimer Street, London W1T 3JH (the "**Transferee**").

WHEREAS:

- (A) PJB carries on, inter alia, the business of the provision of news, market research, financial and other information for the biosciences industry through the publication and distribution of journals, individual reports and reference works (the "**PJB Business**").
- (B) HP carries on the business of publishing journals and directories (the "**HP Business**").
- (C) BD carries on the business of the development and expansion of a database of information for the UK and the international biotechnology industry, mainly through the publication and distribution of journals, directories and databases (the "**BD Business**").
- (D) RAJ carries on the business of the publishing of regulatory journals and databases for the pharmaceutical and allied industries (the "**RAJ Business**").
- (E) BMP carries on the business of the publication of scientific and medical journals (the "**BMP Business**").
- (F) Each of RAJ, BMP, BD and HP previously carried on their respective businesses through PJB as agent pursuant to agency agreements dated 1 February 2001; each of these agreements was terminated on 31 August 2004.
- (G) PJB, HP, BD, RAJ and BMP (together the "**Transferors**") and the Transferee are directly or indirectly wholly-owned subsidiaries of T&F Informa Plc. In order to facilitate the systems integration of the Businesses (as defined herein) which will enable the Businesses to benefit

from enhanced sales order processing and marketing systems offered by the Transferee, the Transferors have agreed to sell and the Transferee has agreed to purchase the Businesses and Assets (as defined herein) on the terms of this Agreement.

1 Definitions

In this Agreement unless the context otherwise requires:

"Assets" means the PJB Assets, the HP Assets, the BD Assets, the RAJ Assets and the BMP Assets.

"Balance Sheets" means, together, the balance sheet of each of the Transferors dated 31 August 2004.

"BD Assets" means whatever right, title and interest BD may have at the Effective Date (or, if later, the date of actual Completion) in all of the property, undertaking, rights and assets of BD, including the BD Goodwill.

"BD Goodwill" means the goodwill of the BD Business, the right to trade under the name "Biocommerce Data" (or any other names under which BD trades) and the exclusive right to hold itself out as carrying on the BD Business.

"BMP Assets" means whatever right, title and interest BMP may have at the Effective Date (or, if later, the date of actual Completion) in all of the property, undertaking, rights and assets of BMP, including the BMP Goodwill.

"BMP Goodwill" means the goodwill of the BMP Business, the right to trade under the name "Brookwood Medical Publications" (or any other names under which BMP trades) and the exclusive right to hold itself out as carrying on the BMP Business.

"Businesses" means the PJB Business, the HP Business, the BD Business, the RAJ Business and the BMP Business.

"Effective Date" means 1 September 2004.

"Excluded Assets" means any right, title and interest held by PJB in Pharmabooks Limited, PJB Medical Publishing Inc, PJB Publications (North America) Inc, PJB Medical & Technical Services Limited, European Pharma Law Centre Limited, RAJ, BMP, BD and HP; any right title and interest held by PJB in the Excluded Properties.

"Excluded Properties" means any right, title and interest held by PJB in Premiere House, Paradise Road, Richmond Surrey; 18/20 Hill Rise Richmond, Surrey; Otterman House, 12 Petersham Road, Richmond, Surrey and 16 Petersham Road, Richmond, Surrey.

"Goodwill" means the PJB Goodwill, the HP Goodwill, the BD Goodwill, the RAJ Goodwill and the BMP Goodwill.

"HP Assets" means whatever right, title and interest HP may have at the Effective Date (or, if later, the date of actual Completion) in all of the property, undertaking, rights and assets of HP, including the HP Goodwill.

"HP Goodwill" means the goodwill of the HP Business, the right to trade under the name "Hampton Publishing" (or any other names under which HP trades) and the exclusive right to hold itself out as carrying on the HP Business.

"Liabilities" means all outstanding debts, liabilities, obligations, contracts and engagements of the Transferors in relation to the Businesses and Assets whether incurred or entered into before, on or after the Effective Date and also all liability of the Transferors relating to any taxation relating to the Businesses and Assets respectively, but, for the avoidance of doubt, excluding any liabilities whatsoever in relation to any of the Excluded Assets.

"PJB Assets" means whatever right, title and interest PJB may have at the Effective Date (or, if later, the date of actual Completion) in all of the property, undertaking, rights and assets of PJB, including the PJB Goodwill, but excluding the Excluded Assets.

"PJB Goodwill" means the goodwill of the PJB Business, the right to trade under the name "P. J. B. Publications" (or any other names under which PJB trades) and the exclusive right to hold itself out as carrying on the PJB Business.

"RAJ Assets" means whatever right, title and interest RAJ may have at the Effective Date (or, if later, the date of actual Completion) in all of the property, undertaking, rights and assets of RAJ, including the RAJ Goodwill.

"RAJ Goodwill" means the goodwill of the RAJ Business, the right to trade under the name "Regulatory Affairs Journals" (or any other names under which RAJ trades) and the exclusive right to hold itself out as carrying on the RAJ Business.

2 The Transfers

- 2.1 The Transferors hereby severally agree in respect of their respective Business and Assets to sell to the Transferee, as going concerns, with effect from the Effective Date, the Businesses together with the Assets and the Transferee agrees to buy the Businesses and the Assets upon and subject to the terms and conditions set out in this Agreement.
- 2.2 The Transferee acknowledges that each of the Transferors has made no representations and given no warranties as to their respective title to, possession and enjoyment of, or the quality, condition, state or description of the Assets or of their fitness or suitability for any purpose and all express or implied, statutory or common law, conditions and warranties as to the Assets are hereby excluded.
- 2.3 The Assets shall be transferred in their present state and condition subject to all faults and to all existing charges, encumbrances and third party rights and without any requisition, enquiry or objection on the part of the Transferee.

3 Consideration

- 3.1 The purchase price payable by the Transferee to the Transferors in consideration for the Businesses and Assets shall be:
 - (a) the sum of £119,323,118 in respect of the Goodwill, as apportioned among the PJB Goodwill, HP Goodwill, BD Goodwill, RAJ Goodwill and BMP Goodwill as set out in Schedule 1 (the "**Net Goodwill Value**"), such sum being subject to adjustment in accordance with Clause 3.2 below;
 - (b) the sum of £17,000,412 in respect of the net asset value of the Businesses and Assets, other than the Goodwill, as apportioned among the Businesses and Assets as set out in Schedule 1 (the "**Net Asset Value**") such sum being subject to adjustment in accordance with clause 3.2 below; and

- (c) the assumption by the Transferee of the Liabilities in respect of the Businesses pursuant to clause 5.

3.2 The following provisions shall apply in connection with the consideration payable pursuant to clause 3.1(a) above:

- (a) the Transferors shall prepare the Balance Sheets and submit the same to the Transferee for review. Unless within 7 days after receipt the Transferee notifies the Transferors of any disagreement relating to the Balance Sheets, the parties shall be deemed to have accepted and agreed such accounts;
- (b) if the Balance Sheets show that:
 - (i) the Net Goodwill Value is less than £119,323,118, the consideration payable to the Transferors under clause 3.1(a) shall be reduced by the amount by which the Net Asset Value is less than £119,323,118;
 - (ii) the Net Goodwill Value is more than £119,323,118, the consideration payable to the Transferors under clause 3.1(a) shall be increased by the amount by which the Net Asset Value is more than £119,323,118;
 - (iii) the Net Asset Value is less than £17,000,412, the consideration payable to the Transferors under clause 3.1(b) shall be reduced by the amount by which the Net Asset Value is less than £17,000,412;
 - (iv) the Net Asset Value is more than £17,000,412, the consideration payable to the Transferors under clause 3.1(b) shall be increased by the amount by which the Net Asset Value is more than £17,000,412 and
- (c) the allocation of values to the Goodwill, the Businesses and Assets in Schedule 1 shall be amended to reflect the values shown by the Balance Sheets.

4 VAT

- 4.1 The consideration shall be paid exclusive of VAT (if any).
- 4.2 Each of the Transferors and the Transferee hereby record their understanding that the sale of each of the respective Businesses and Assets constitutes a transfer of a business as a going concern (for the purposes of Section 49 of the Value Added Tax Act 1994 ("**Section 49**") and Article 5 of the Value Added Tax (Special Provisions) Order 1995 (S.I. 1995 No.1268) or as otherwise required by law) and to that end each of the Transferors and the Transferee severally undertake to use their respective reasonable endeavours both before and after Completion to ensure that the transaction is treated on the basis of a transfer of a going concern.
- 4.3 On Completion (as defined at clause 6.1 below) the Transferors shall deliver to the Transferee all records referred to in Section 49 relating to the respective Businesses and Assets.
- 4.4 In the event that VAT is found to be chargeable on the transfer of any of the Assets pursuant to this Agreement, then subject to the receipt by the Transferee of a valid VAT invoice or invoices relating to such assets, the Transferee shall pay to the respective Transferor an amount equal to the amount of VAT payable in respect of the same together with any penalty or interest incurred for late payment of such VAT.

5 **Liabilities**

5.1 The Transferee hereby undertakes with the Transferors to pay, discharge, satisfy and fulfil all Liabilities, and the Transferee shall indemnify and keep indemnified each of the Transferors on demand from and against all actions, proceedings, claims, costs, expenses and liability whatsoever in respect thereof.

5.2 Subject always to Completion taking place and to the provisions of paragraph 5.1, each of the Transferors shall (as between each of the Transferors and the Transferee) be deemed to have carried on the Businesses respectively since the close of business on the Effective Date as the agent of the Transferee and accordingly nothing shall be added to the Consideration in respect of the profits of the Businesses respectively from the close of business on the Effective Date to Completion but such profits shall be made over to the Transferee in accordance with paragraph 5.1 free of any payment by the Transferee.

6 **Completion**

6.1 Completion shall be immediately following execution of this Agreement ("**Completion**") when the Transferors shall (save to the extent already effected on or after the Effective Date):

- (a) give possession of the Assets to the Transferee (subject to any third party rights);
- (b) pass to the Transferee (by physical delivery where possible) such right, title and interest as each of the Transferors may have in the Assets and deliver all documents of title and ownership relating to them (save where these are in the possession of, or are required to be returned to, chargees); and
- (c) do all other things necessary to give to the Transferee the full benefit of the Transferors' right, title and interest in the Assets on the terms set out in this Agreement.

6.2 Risk and property in and title to the Assets shall as between the parties pass to the Transferee with effect from the Effective Date.

6.3 The purchase price as finally determined in accordance with Clause 3 for the PJB Assets, the HP Assets, the BD Assets, the RAJ Assets and the BMP Assets shall be left outstanding as follows:

- (a) with regard to the PJB Assets, an interest bearing inter company loan by PJB to the Transferee repayable on 31 August 2009. Interest shall be payable with effect from the Effective Date at 1% pa above the 6 month LIBOR rate;
- (b) with regard to the HP Assets, an interest bearing inter company loan by HP to the Transferee repayable on 31 August 2009. Interest shall be payable with effect from the Effective Date at 1% pa above the 6 month LIBOR rate;
- (c) with regard to the BD Assets, an interest bearing inter company loan by BD to the Transferee repayable on 31 August 2009. Interest shall be payable with effect from the Effective Date at 1% pa above the 6 month LIBOR rate or if the BD assets should be a negative value then there will be an interest bearing loan by the Transferee to BD on the same terms;

- (d) with regard to the RAJ Assets, an interest bearing inter company loan by RAJ to the Transferee repayable on 31 August 2009. Interest shall be payable with effect from the Effective Date at 1% pa above the 6 month LIBOR rate; and
- (e) with regard to the BMP Assets, an interest bearing inter company loan by BMP to the Transferee repayable on 31 August 2009. Interest shall be payable with effect from the Effective Date at 1% pa above the 6 month LIBOR rate.

7 THIRD PARTY CONSENTS

- 7.1 In so far as any consent or sanction of any third party is required in relation to the transfer of any of the Assets, contractual or non-contractual rights or obligations of each respective Transferor hereunder and such consent shall not be received to the satisfaction of the parties on or before the date of Completion:
 - 7.1.1 nothing in this Agreement shall operate as such transfer or assignment as would give rise to any termination or forfeiture of any benefit, right or interest to any person in any of the said assets; and
 - 7.1.2 in the event of any such consent being refused then the relevant Transferor shall execute, perform or cancel that contract as required by and at the expense of the Transferee, and until such time as the consent has been received or the obligation been discharged or terminated and any profits or losses arising therefrom shall be for the benefit or burden (as the case may be) of the Transferee.
- 7.2 If by reason of the absence of any consent the title or benefit of any of the Assets sold hereunder is not transferred to the Transferee on the date of Completion, the relevant Transferor shall hold the same on trust for the benefit of the Transferee absolutely.

8 Employees

- 8.1 The Transferee agrees that the contracts of employment of all the employees of each of the Transferors (pursuant to statute, statutory instrument or otherwise) will transfer automatically from the Transferors to the Transferee with effect from Completion and the Transferee recognises that it will assume all the Transferors' obligations and liabilities (including, without limitation, all pension rights and accrued rights relating to redundancy and unfair dismissal) to such employees and former employees and that the Transferors shall have no liability to the Transferee in respect thereof.
- 8.2 The Transferee and Transferors undertake to use all reasonable endeavours to procure that the group personal pension plan to which the Transferors currently contribute is transferred into the name of the Transferee with effect from Completion and agree that they will co-operate to provide all information and confirmations required by the relevant insurance company for this purpose.

9 Power of Attorney

- 9.1 Each of the Transferors irrevocably and by way of security appoints the Transferee (acting by any of its directors from time to time) as its lawful attorney, with full power (including, but not limited to, the power to sub-delegate), in relation to the Assets and to exercise all rights which are capable of exercise by each of the Transferors in the capacity of the owner of the legal title of the Assets including (but not limited to) the executing, delivering and doing all deeds, instruments and acts in the name of each of the respective Transferors insofar as may be done in that capacity and as the attorney in its absolute discretion sees fit.

- 9.2 Each of the Transferors undertakes not to exercise any rights attaching to the Assets respectively or exercisable in the capacity of owner of the legal title to the Assets respectively without the attorney's prior written consent, to hold in trust for the attorney and promptly notify the attorney of anything received by the Transferors in that capacity after the date of this power, and to act promptly in accordance with the attorney's instructions in relation to any such thing.
- 9.3 Each of the Transferors undertakes that at the attorney's request from time to time they shall promptly ratify all deeds, instruments and acts executed, delivered or done in pursuance of this power.
- 9.4 This power is granted by the Transferor to the Transferee as a security power.
- 10 **General**
- 10.1 The parties shall bear their own costs relating to the preparation and implementation of this Agreement, save that the Transferee shall bear any stamp duty payable on the transfer of the Assets.
- 10.2 Each of the Transferors and the Transferee shall use their respective reasonable endeavours to procure that any necessary third parties shall do, execute and perform all such further deeds, documents, assurances, acts and things as either of them may reasonably require by notice in writing to the other to carry the provisions of this Agreement into full force and effect.
- 10.3 On and following Completion each Transferor will make available for copying or loan to the Transferee the accounts, records and data relating to the Businesses respectively (and for the avoidance of doubt and notwithstanding any other provisions of this Agreement such items are not included in the sale hereunder) and where loaned these are to be held by the Transferee on loan returnable to the relevant Transferor on demand; and any such items so returned to the relevant Transferor will be made available to the Transferee for inspection and copying at all reasonable times.
- 10.4 Each Transferor will use its best endeavours to assign to the Transferee the benefit of all insurances effected by it in relation to the Assets respectively and will notify the insurers of the interest of the Transferee in the Assets.
- 10.5 In so far as any provision of this Agreement shall not have been performed at Completion it shall survive and remain in full force and effect notwithstanding Completion.
- 10.6 None of the Transferors shall be entitled without the prior written consent of the Transferee to assign or transfer either the benefit or burden of this Agreement or any right and/or obligation under this Agreement.
- 10.7 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 10.8 This Agreement shall be governed by and construed in accordance with the law of England.
- 10.9 Each party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England as regards any claim, dispute or matter arising out of or in connection with this Agreement and its implementation and effect.

11 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

EXECUTED AND DELIVERED as a deed the date first before written

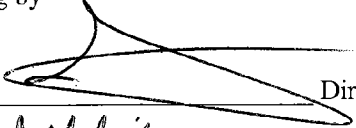
SCHEDULE 1


Consideration Apportionment

Description of Asset	Consideration apportioned to Asset (£)	Consideration payable to
PJB Goodwill	110,772,889	PJB
PJB Assets comprising:		PJB
(a) Acquired Goodwill	360,314	
(b) Plant & machinery;	1,864,551	
(c) Stocks	91,148	
(d) Cash balance and debts;	22,433,363	
(e) all other property, assets or rights relating to or connected with or belonging to or required for or used in the PJB Business or in or on the property and which are not described above but not the Excluded Assets.	893,266	
HP Goodwill	(26,469)	HP
HP Assets other than the HP Goodwill, comprising all other property, assets or rights relating to or connected with or belonging to or required for or used in the PJB Business or in or on the property and which are not described above but not the Excluded Assets. ;	123,970	HP
BD Goodwill	(259,867)	BD
BD Assets other than the BD Goodwill comprising all other property, assets or rights relating to or connected with or belonging to or required for or used in the BD Business or in or on the property and which are not described above but not the Excluded Assets.	(41,560)	BD
RAJ Goodwill	7,476.151	RAJ

Description of Asset	Consideration apportioned to Asset (£)	Consideration payable to
RAJ Assets other than the RAJ Goodwill comprising all other property, assets or rights relating to or connected with or belonging to or required for or used in the RAJ Business or in or on the property and which are not described above but not the Excluded Assets.	2,798,405	RAJ
BMP Goodwill of the Business	1,360,414	BMP
BMP Assets other than the BMP Goodwill comprising all other property, assets or rights relating to or connected with or belonging to or required for or used in the BMP Business or in or on the property and which are not described above but not the Excluded Assets.	2,142.680	BMP

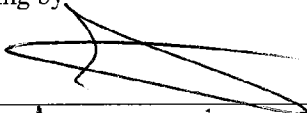
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by **P. J. B. PUBLICATIONS LIMITED**
acting by

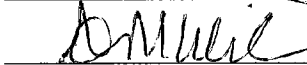


Director


~~Director~~/the Secretary

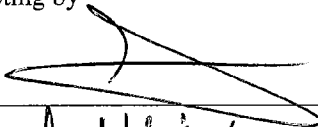
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acting by




Director


~~Director~~/the Secretary


EXECUTED AND DELIVERED as a DEED
by **BIOCOMMERCE DATA LIMITED**
acting by




Director


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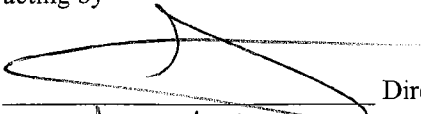
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by **REGULATORY AFFAIRS JOURNALS LIMITED**
acting by




Director


~~Director~~/the Secretary

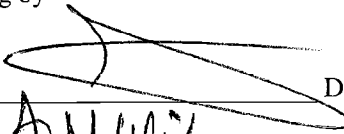
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by **BROOKWOOD MEDICAL PUBLICATIONS LIMITED**
acting by



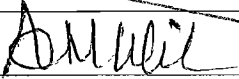
Director


~~Director~~/the Secretary

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by **INFORMA UK LIMITED**
acting by



Director



~~Director~~/the Secretary