

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Factiva, LLC		12/13/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Factiva (U.S.), LLC
<b>Street Address:</b>	US Route One at Ridge Road
<b>Internal Address:</b>	Bldg. 5
<b>City:</b>	Monmouth Junction
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08852
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2843772	CONTENT COMMUNITY
Registration Number:	2791779	FACTIVA
Registration Number:	2679783	FACTIVA
Registration Number:	2123238	FAST ANSWERS TO TOUGH QUESTIONS
Registration Number:	2685398	INSPIRING BUSINESS DECISIONS
Registration Number:	2967883	MEMBERSHIP CIRCLE
Registration Number:	2991059	MEMBERSHIP CIRCLE
Registration Number:	2323335	SYNAPTICA
Serial Number:	78885995	FACTIVA INSIGHT
Serial Number:	78499724	FACTIVA INSIGHT
Serial Number:	78492410	FACTIVA IWORKS

**CORRESPONDENCE DATA**

CH \$290.00 2843772

Fax Number: (612)340-8856  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (612) 343-7922  
Email: ip.docket@dorsey.com  
Correspondent Name: Jamie Nafziger  
Address Line 1: Dorsey & Whitney LLP  
Address Line 2: 50 South Sixth Street, Suite 1500  
Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	456469 24 2
NAME OF SUBMITTER:	Jamie Nafziger
Signature:	/Jamie Nafziger/
Date:	01/10/2007

**Total Attachments: 5**

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## CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT, effective as of December 13, 2006 (this “Agreement”), by and between Factiva, LLC (f/k/a Dow Jones Reuters Business Interactive, LLC), a Delaware limited liability company (“Factiva”), and Factiva (U.S.), LLC, a Delaware limited liability company (“LLC”).

WHEREAS, Factiva entered into that certain Formation and Contribution Agreement, dated as of October 17, 2006 (the “FCA”), by and among Factiva, Reuters Limited, Reuters JV Switzerland SARL, Dow Jones & Company, Inc. and DJBI, LLC. All capitalized terms used herein and not defined herein shall have the meaning ascribed to them in the FCA;

WHEREAS, in accordance with the FCA, LLC will issue to Factiva 100 units of LLC representing 100% of its outstanding units; and

WHEREAS, in accordance with the FCA, the parties desire to enter into this Agreement pursuant to which (i) Factiva will convey to LLC all of its assets used or held for use in connection with the conduct of the Factiva business in the United States (“Factiva US Business”), and (ii) LLC will assume, pay and discharge all of the liabilities of the Factiva US Business.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### ARTICLE I.

#### CONTRIBUTION OF ASSETS

1.1 Contribution of Assets. Upon the terms and subject to the conditions set forth in this Agreement, Factiva hereby transfers, assigns, conveys and delivers to LLC, and LLC does hereby acquire and accept from Factiva, all of Factiva’s right, title and interest in and to the property, plant, machinery and equipment, vehicles, spare parts, inventories, contract rights, business (as a going concern), goodwill, cash in an amount equal to US\$11,000,000, prepaid accounts and other assets (tangible, intangible or of any other nature), wherever located, and used or held for use exclusively or primarily in connection with the Factiva US Business (including assets which were previously used or held for use in connection with the Factiva US Business and which are still owned by Factiva and are accounted for in the property records or carried on the books of the Factiva US Business (even if accounted for or carried at zero value)) (each of the foregoing items being herein referred to as the “Assets”), except for the properties and assets specifically excluded under Section 1.2 of this Agreement.

1.2 Exclusions From Contributed Assets. Notwithstanding the provisions of Section 1.1 of this Agreement, the Assets do not include (i) any of the properties or assets of Factiva or

its affiliates not exclusively or primarily related to the Factiva US Business and (ii) cash in excess of US\$11,000,000.

## ARTICLE II.

### ASSUMPTION OF LIABILITIES

2.1 Assumed Liabilities. Except as otherwise provided in Section 2.2 of this Agreement, at the time of the transfer, assignment, conveyance and delivery of the Assets as contemplated by Section 1.1 of this Agreement, LLC shall assume and thereafter shall perform, pay and discharge, as and when due, all liabilities and obligations of Factiva to the extent exclusively or primarily resulting from, relating to or arising out of the Factiva US Business of whatever kind or nature (whether absolute, accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise), including, without limitation, all liabilities and obligations of Factiva arising under any leases (including leases of real property), contracts, sales orders, purchase orders and other agreements, arrangements, understandings and commitments, whether written or oral (each and all of the foregoing items being referred to as “Contracts”) pursuant to Section 1.1 of this Agreement. The liabilities and obligations to be assumed by LLC are hereinafter referred to collectively as the “Assumed Liabilities”. Nothing contained herein shall prevent LLC from contesting in good faith any of the Assumed Liabilities with any third party obligee.

2.2 Liabilities Not Assumed. Notwithstanding anything in Section 2.1 of this Agreement to the contrary, LLC is not assuming and shall not be responsible for any liabilities or obligations of any kind or nature, relating to, arising from or in connection with the operation of the Factiva business other than liabilities or obligations arising primarily or exclusively in connection with the operation of the Factiva US Business, as determined by Factiva, in its reasonable discretion.

## ARTICLE III.

### ASSIGNMENT OF CONTRACTS, RIGHTS AND OBLIGATIONS

3.1 Assignment of Contracts, Rights and Obligations. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Contract, or rights or benefits thereunder, if an attempted assignment of any such Contract, or such rights or benefits thereunder without the consent of a third party thereto, would constitute a breach of the applicable Contract or default thereunder, cause or permit the acceleration or termination thereof or in any way materially and adversely affect the rights or benefits of LLC or Factiva thereunder or the right of LLC to conduct all or part of the Factiva US Business in the manner and on the terms presently enjoyed by Factiva. If such third party consent is not obtained, Factiva shall use reasonable efforts and cooperate with LLC in any reasonable arrangements, to the extent permitted by the Contract, designed to provide LLC the rights and benefits under any such Contract intended to be conveyed under Section 1.1, including, without limitation (A) compliance by Factiva on LLC’s behalf and at LLC’s expense of any such

Contract and (B) enforcement for the benefit of LLC of any of the rights or benefits of Factiva against a third party thereto arising out of the breach or cancellation by such third party or otherwise, provided, however, that Factiva shall not be required to incur any costs in connection with such arrangements. Nothing contained in this Section 3.1 of this Agreement shall be deemed to limit or impair LLC's rights under any other provisions of this Agreement.

#### ARTICLE IV.

##### REPRESENTATIONS AND WARRANTIES OF FACTIVA

4.1 Organization and Good Standing. Factiva is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the requisite corporate power and authority to own, operate and carry on its business as now conducted.

4.2 Authority; Enforceability. Factiva has the requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Factiva. The execution and delivery by Factiva of this Agreement, and the consummation by Factiva of the transactions contemplated hereby, have been duly authorized by all necessary action on the part of Factiva. This Agreement is a valid and binding agreement of Factiva, enforceable in accordance with its terms.

4.3 No Violation; Consent. The execution and delivery of this Agreement by Factiva does not, and the consummation of the transactions contemplated herein will not, (i) violate or conflict with the organizational documents of Factiva, (ii) constitute a breach or default or give rise to any lien or third party right of termination under any material agreement, understanding or undertaking to which Factiva is a party or by which it is bound or (iii) violate any order, judgment or decree applicable to Factiva.

#### ARTICLE V.

##### REPRESENTATIONS AND WARRANTIES OF LLC

5.1 Organization and Good Standing. LLC is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the requisite corporate power and authority to own, operate and carry on its business as now conducted.

5.2 Authority; Enforceability. LLC has the corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated on the part of LLC hereby. The execution and delivery by LLC of this Agreement, and the consummation by LLC of the transactions contemplated hereby, have been duly authorized by all necessary action on the part of LLC. This Agreement has been duly executed and delivered by LLC and is a valid and binding agreement of LLC, enforceable in accordance with its terms.

5.3 No Violation; Consent. The execution and delivery of this Agreement by LLC does not, and the consummation of the transactions contemplated herein will not, (i) violate or conflict with the certificate of incorporation or by-laws of LLC, (ii) constitute a breach or default or give rise to any lien or third party right of termination under any material agreement, understanding or undertaking to which LLC is a party or by which it is bound or (iii) violate any order, judgment or decree applicable to LLC.

## ARTICLE VI.

### MISCELLANEOUS AGREEMENTS OF THE PARTIES

6.1 Mutual Cooperation; No Inconsistent Action. Subject to the terms and conditions hereof, Factiva and LLC agree to use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement.

6.2 Amendment; Waiver. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the parties hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving.

6.3 Governing Law. This Agreement will be governed by and construed and interpreted in accordance with the substantive laws of the state of New York, without giving effect to any conflict of law rule or principle that might require the application of the laws of another jurisdiction.

6.4 Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, and a facsimile of this Agreement or of a signature of a party will be effective as an original.

6.5 Binding Effect; Benefits; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by Factiva or LLC (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without such required consent shall be void.

6.6 Severability. If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect.

6.7 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

**FACTIVA, LLC**

By: Matthew Hamel  
Name: Matthew E. Hamel  
Title: VP, General Counsel and Secretary

**FACTIVA (U.S.), LLC**

By: Matthew Hamel  
Name: Matthew E. Hamel  
Title: VP, General Counsel and Secretary