

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
THOMSON REUTERS GLOBAL RESOURCES		01/31/2012	COMPANY: IRELAND
RECEIVING PARTY DATA			
Name:	KONDOR BIDCO S.A.R.L.		
Street Address:	19, Rue de Bitbourg		
City:	L-1273, Luxembourg		
State/Country:	LUXEMBOURG		
Entity Type:	COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77921585	TOPOFFICE	
CORRESPONDENCE DATA			
Fax Number:	(212)446-6460		
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38123-77		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Hayley Smith

Signature:

//Hayley Smith//

Date:

02/15/2012

Total Attachments: 12

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EXECUTION VERSION

ALLEN & OVERY

Allen & Overy LLP

DEED OF ASSIGNMENT

THOMSON REUTERS GLOBAL RESOURCES

and

KONDOR BIDCO S.A B.L.

31 January 2012

0014944-0000002 CY 13873775.1

DEED OF ASSIGNMENT - THOMSON REUTERS GLOBAL RESOURCES

TRADEMARK
REEL: 004717 FRAME: 0666

THIS DEED OF ASSIGNMENT is dated ~~31 JANUARY~~ 2012 ("Deed").

BETWEEN:

- (1) **THOMSON REUTERS GLOBAL RESOURCES** (registered number 275630) whose registered office is at 43 Fitzwilliam Place, Dublin 2, Ireland (the **Assignor**); and
- (2) **KONDOR BIDCO S.À R.L.** (registered number B164046) whose registered office is at 19, Rue de Bilbourg, L-1273, Luxembourg (the **Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of (i) the registered trade marks and trade mark applications (ii) the beneficial interest in the patent applications and (iii) the unregistered intellectual property rights listed in the Schedule (the **Business Intellectual Property**).
- (B) The legal title to the patent applications will not be assigned pursuant to this Deed.
- (C) As part of an agreement dated 31 ~~JANUARY~~ 2012 between Thomson Reuters Holdings S.A. and the Assignee (**Sale Agreement**), Thomson Reuters Holdings S.A. agreed to procure the transfer of the Business Intellectual Property to the Assignee.
- (D) The parties now wish to give full effect to the Sale Agreement by entering into this Deed.

IT IS AGREED:

1. INTERPRETATION

1.1 Each word and expression in this Deed has, unless otherwise defined in this Deed, the meaning (if any) given to it in the Sale Agreement. Insofar as there is any conflict between a meaning given to a word or expression in this Deed and the Sale Agreement, the meaning given in this Deed shall prevail.

1.2 In this Deed:

Trade Marks means the registered trade marks and trade mark applications listed in Schedule 1 Part 1;

Patents means the patent applications listed in Schedule 1 Part 2; and

Unregistered Intellectual Property Rights means the unregistered intellectual property rights listed in Schedule 1 Part 3.

2. ASSIGNMENT

2.1 The Assignor hereby assigns to the Assignee absolutely with full title guarantee all of its rights, title and interest in the Business Intellectual Property, together with the goodwill associated with the use of the Trade Marks, together with such right as it may have to sue for and recover damages and other remedies for any infringement of any of the Business Intellectual Property which occurred prior to the date of this Deed.

- 2.2 The Assignor agrees, at the request and expense of the Assignee, to provide all reasonable assistance to the Assignee in connection with bringing or defending any proceedings in relation to the Business Intellectual Property during the period of 6 months from the date of this Deed.
- 2.3 This assignment includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of the applications for Trade Marks, and to claim priority from those applications.
- 2.4 The Assignee acknowledges that the Assignor gives no representation, warranty, indemnity or guarantee in respect of the Business Intellectual Property in this Deed, but this is without prejudice to the provisions of the Sale Agreement.

3. FURTHER ASSURANCES

The Assignor agrees, at the request and expense of the Assignee, to sign any documents and to do all other things which may be necessary to give effect to this Deed including to enable the Assignee to fulfil all relevant national registry requirements for the recordal of the assignment of the Trade Marks in those registries. The Assignee acknowledges that it must take all necessary steps in each relevant jurisdiction to perfect the assignments set out in clause 2 above.

4. WHOLE AGREEMENT

- 4.1 This Deed together with the Sale Agreement dated 31 04/04/12 2012 contains the whole agreement between the Parties relating to the assignment of the Business Intellectual Property and supersedes all previous agreements, whether oral or in writing, between the parties relating thereto. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Deed.
- 4.2 Each party acknowledges that in agreeing to enter into this Deed and the Sale Agreement it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those repeated in full in this Deed or the Sale Agreement) made by or on behalf of any other party before the entering into this Deed. Each party waives all rights and remedies which, but for this subclause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 4.3 Nothing in this clause limits or excludes any liability for fraud.

5. THIRD PARTIES

A person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

6. GENERAL

- 6.1 This Deed is governed by English law.
- 6.2 Any non-contractual obligations arising out of or in connection with this assignment shall be governed by English law.
- 6.3 The parties agree that the English courts are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed (including a dispute relating

to any non-contractual obligations arising out of or in connection with this Deed) and the parties submit to the exclusive jurisdiction of the English Courts.

6.4 This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this assignment by executing a counterpart.

6.5 The Assignor and the Assignee irrevocably appoint the persons identified below as its agent for service of process:

(a) The Assignor's agent for the service of process is Reuters Limited of The Thomson Reuters Building, South Colonnade, Canary Wharf, London E14 5EP (correspondence to be marked for the attention of Daragh Fagan).

(b) The Assignee's agent for the service of process is TMF Corporate Services Limited of 6 St Andrew Street, 5th floor, London EC4A 3AE (correspondence to be marked for the attention of Nicky Mockler).

SCHEDULE 1

PART 1

Registered Trade Marks

Name	Application/ Registration Number	Status	Territory	Filed Date	Registered Date	Next Renewal Date
TOPOFFICE	8310437	Registered	China (Peoples Republic)	19.05.10	28.07.11	27.07.21
TOPOFFICE	8699481	Registered	European Community	19.11.09	01.03.11	19.11.19
TOPOFFICE	2010-39235 / 5366377	Registered	Japan	19.05.10	05.11.10	05.11.20
TOPOFFICE	828416	Registered	New Zealand	19.05.10	19.11.09	19.11.19
TOPOFFICE	99023758	Registered	Taiwan	19.05.10	01.08.11	31.07.21
TOPOFFICE	77921585	Allowed	USA	27.01.10		

Trade Mark Applications

Name	Application/ Registration Number	Status	Territory	Filed Date
TOPOFFICE	1488075	Pending	Canada	09.07.10
TOPOFFICE	100-2010-018254	Pending	Indonesia	19.05.10
TOPOFFICE	41-2010-0012930	Pending	Korea, Republic of	19.05.10
TOPOFFICE	2010-08826	Pending	Malaysia	19.05.10
TOPOFFICE	4-2010-500686	Pending	Philippines	19.05.10

PART 2

PATENT APPLICATIONS

TITLE OF PATENT APPLICATION	DATE OF APPLICATION	NUMBER
FINANCIAL PRODUCT DESIGN AND IMPLEMENTATION *	13 November 2008 (claiming priority to U.S. Provisional Patent Application No. 60/991,360 filed 30 November 2007)	U.S. Patent Application No. 12/270,117
FINANCIAL PRODUCT DESIGN AND IMPLEMENTATION *	28 November 2008 (Publications: EP 2225715 A1 on 04 June 2009 and WO	European Patent Application No. 08855085.0

	2009/068978 on 04 June 2009) (claiming priority to U.S. Provisional Patent Application No. 60/991,360 filed on 30 November 2007 and U.S. Patent Application No. 12/270,117 filed on 13 November 2008. National Entry date on 23 June 2010)	
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* Thomson Reuters Global Resources owns the beneficial interest in these patent applications. This interest will be assigned under this Deed.

PART 3

UNREGISTERED INTELLECTUAL PROPERTY RIGHTS

All: (a) copyright, database rights and unregistered rights in trade marks and designs, (b) the right to apply for registration of any of the same, (c) the know-how and (d) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world to the extent owned by the Assignor and subsisting in the following works:

Product Name	Product Family	Main Product	Sub Product
K+ V1.8	Kondor F2B	K+	Other
K+ V1.9	Kondor F2B	K+	Other
K+ V2.0	Kondor F2B	K+	Other
K+ V2.5	Kondor F2B	K+	Other
K+ V2.6	Kondor F2B	K+	Other
K+ V3.0	Kondor F2B	K+	Other
K+ V3.1	Kondor F2B	K+	Other
K+ V3.2	Kondor F2B	K+	Other
K+ V3.3	Kondor F2B	K+	Other
K+ Riskatcher	Kondor F2B	K+	Front Office
K+ Advanced Reporting	Kondor F2B	K+	Front Office
K+ Back Testing	Kondor F2B	K+	Front Office
K+ Collateral Management	Kondor F2B	K+	Front Office
K+ Deal Versioning	Kondor F2B	K+	Front Office
K+ Excel Integration	Kondor F2B	K+	Front Office
K+ Financial Server	Kondor F2B	K+	Front Office
K+ Global Operations	Kondor F2B	K+	Front Office
K+ Pricing Server	Kondor F2B	K+	Front Office
K+ RTK Designer	Kondor F2B	K+	Front Office
K+ Structured Bonds	Kondor F2B	K+	Front Office
K+ Treasury Manager	Kondor F2B	K+	Front Office

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K+ Usability Package	Kondor F2B	K+	Front Office
K+ Runtime KFS	Kondor F2B	K+	Front Office
K+ Trade Processing	Kondor F2B	K+	Back Office
K+ Accounting	Kondor F2B	K+	Back Office
K+ SWIFT	Kondor F2B	K+	Back Office
K+ Cash Manager	Kondor F2B	K+	Back Office
K+ Confirmation Matching	Kondor F2B	K+	Back Office
K+ Capital Manager	Kondor F2B	K+	Front Office
K+ Flexserver	Kondor F2B	K+	Front Office
	Kondor F2B	K+	Front Office
K+ Interest & Liquidity Risk	Top Office	K+	KIRL
K+ Interest & Liquidity Risk Stress Module	Top Office	K+	KIRL
K+ Interest & Liquidity Risk IAS39 Module	Top Office	K+	KIRL
	Kondor F2B	K+	Front Office
K+ Market Conformity Module	Kondor F2B	K+	Front Office
K+ Market Limits System Module	Top Office	K+	MLS
K+ Multi-Entity	Kondor F2B	K+	Front Office
K+ Additional Payment Instructions Application	Kondor F2B	K+	Back Office
K+ Trade Access	Kondor F2B	K+	Other
K+ Web Access	Kondor F2B	K+	Other
K+ Data Mapper 3000Xim	Kondor F2B	K+	Other
K+ Data Mapper Open API for Third Party Sources	Kondor F2B	K+	Other
K+ Deal Generator	Kondor F2B	K+	Other
K+ Import Server	Kondor F2B	K+	Other
K+ MQ Adapter	Kondor F2B	K+	Other
K+ Order Gateway	Kondor F2B	K+	Other
K+ RV Adapter	Kondor F2B	K+	Other
K+ Trade Gateway	Kondor F2B	K+	Other
K+ Tradekast	Kondor F2B	K+	Other
K+/KTP Integration MQ Adapter	Kondor F2B	K+	Other
K+/KTP Integration RV Adapter	Kondor F2B	K+	Other
K+ Essential	Kondor F2B	K+ Essential	Other
KSP V1.0	Kondor F2B	KSP	Other
KSP V1.1	Kondor F2B	KSP	Other
KSP V1.2	Kondor F2B	KSP	Other
KSP V1.3	Kondor F2B	KSP	Other
KSP V1.4	Kondor F2B	KSP	Other

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KSP External pricing Libraries	Kondor F2B	KSP	Front Office
KSP Generic Market Data Mapper	Kondor F2B	KSP	Front Office
K+ Open Trade Server for API Development	Kondor F2B	Open Trade	Other
K+ Open Trade Server for Numerix	Kondor F2B	Open Trade	Other
KGL V2.5	Kondor F2B	KGL	Middle Office
KGL V2.6	Kondor F2B	KGL	Middle Office
KGL Basel II Credit Module	Kondor F2B	KGL	Middle Office
KGL API	Kondor F2B	KGL	Middle Office
KGL RV Adapter	Kondor F2B	KGL	Middle Office
KGR V3.0	Enterprise-wide Risk Management	KGR	Other
KGR V3.2	Enterprise-wide Risk Management	KGR	Other
KGR V3.5	Enterprise-wide Risk Management	KGR	Other
KGR V3.6	Enterprise-wide Risk Management	KGR	Other
KGR Credit Line Management	Enterprise-wide Risk Management	Credit Line Management	Credit Risk
KGR Basel II Credit Module	Enterprise-wide Risk Management	KGR	Credit Risk
KGR Credit VAR	Enterprise-wide Risk Management	KGR	Credit Risk
KGR PFE Module	Enterprise-wide Risk Management	KGR	Credit Risk
KGR Market Risk	Enterprise-wide Risk Management	KGR	Market Risk
KGR Market Risk Monte Carlo VAR	Enterprise-wide Risk Management	KGR	Market Risk
KGR Grid Computing	Enterprise-wide Risk Management	KGR	Other
KGR Orchestration Module	Enterprise-wide Risk Management	KGR	Other
KGR Monte Carlo Risk Engine	Enterprise-wide Risk Management	KGR	Other
KGR Rate Time Series Interface to TSI	Enterprise-wide Risk Management	KGR	Other

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KGR Web Services	Enterprise-wide Risk Management	KGR	Other
Top Office	Top Office	TopOffice	Other
Top Office Risk Module	Top Office	TopOffice	Other
Top Office P&L Module	Top Office	TopOffice	Other
Top Office VAR Module	Top Office	TopOffice	Other
Top Office Liquidity Module	Top Office	TopOffice	Other
Top Office Developer Module	Top Office	TopOffice	Other
Top Office Compliance Module	Top Office	TopOffice	Other
KTP V4.0	KTP	KTP	Other
KTP V4.1	KTP	KTP	Other
KTP V4.2	KTP	KTP	Other
KTP V5.0	KTP	KTP	Other
KTP V6.0	KTP	KTP	Other
KTP V6.1	KTP	KTP	Other
KTP Web	KTP	KTP	Other
KTP Cash Management	KTP	KTP	Other
KTP Regulation Module	KTP	KTP	Other
KTP Securities Accounting	KTP	KTP	Other
KTP Securities Management	KTP	KTP	Other
KTP SWIFT Messaging	KTP	KTP	Other
KTP Business Object Accounting Universe	KTP	KTP	Other
KTP Business Object Treasury Universe	KTP	KTP	Other
KTP Web Loan / Deposit Inventory	KTP	KTP	Web
KTP Web Spot Inventory	KTP	KTP	Web
KTP Web Forward Inventory	KTP	KTP	Web
KTP Web Transfer Journal	KTP	KTP	Web
KTP Web Forecast Report	KTP	KTP	Web
KTP Web FX Rates	KTP	KTP	Web
KTP Web Interest Rates	KTP	KTP	Web
KTP Adapter	KTP	KTP	Other
KTP Clearing Interface	KTP	KTP	Other
KTP KIP/K+ Interface/reconciliation	KTP	KTP	Other
KVAR V2.x	Top Office	KVAR	Other
KVAR V3.7	Top Office	KVAR	Other
KVAR V4.0	Top Office	KVAR	Other
KVAR Market Risk Engine	Top Office	KVAR	Market Risk
KVAR Credit Risk Engine	Top Office	KVAR	Market Risk
KVAR Monte Carlo	Top Office	KVAR	Market Risk

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KVAR Historical	Top Office	KVAR	Market Risk
KVAR Risk Metrics	Top Office	KVAR	Market Risk
KVAR Web Services	Top Office	KVAR	Market Risk
KVAR OLAP Reporting	Top Office	KVAR	Market Risk
Enterprise Licensing System			

and all maintenance documentation, operating manuals and specifications relating exclusively to the works listed above.

This assignment has been signed as a deed on behalf of the parties by their duly authorized representatives on the date which appears first on page 1.

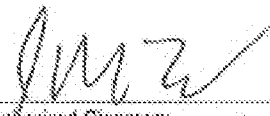
EXECUTED as a deed by THOMSON REUTERS)
GLOBAL RESOURCES)
acting by)
and)


Director

Director/Secretary

EXECUTED as a DEED by)
KONDOR BIDCO S.A R.L.)
acting by)
James Morrill Ford)
being a person who, in accordance)
with the laws of the territory in which the)
company is incorporated is)
acting under the authority of the company)

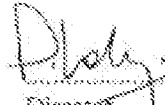
Authorized Signatory



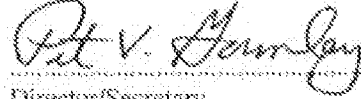
Witnessed by Amit Jayakar
2095 California St
San Francisco, CA


This assignment has been signed as a deed on behalf of the parties by their duly authorised representatives on the date which appears first on page 1.

EXECUTED as a deed by THOMSON REUTERS)
GLOBAL RESOURCES)
acting by)
and)



Director



Director/Secretary

EXECUTED as a DEED by)
KONDOR BIDCO S.A R.L.)
acting by)
James Morrill Ford)
being a person who, in accordance)
with the laws of the territory in which the)
company is incorporated is)
acting under the authority of the company)

Authorised Signatory