

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Garlik Limited

- Individual(s)
- Partnership
- Corporation- England
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 30, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Experian Limited

Street Address: Landmark House, Experian Way, NG2 Business Park

City: Nottingham

State: _____

Country: England Zip: NG80 1ZZ

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Private Limited Company Citizenship England & Wales

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3681816

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

GARLIK

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey H. Brown c/o Michael Best & Friedrich LLP

Internal Address: _____

Street Address: 180 N. Stetson Avenue, Suite 2000

City: Chicago

State: Illinois Zip: 60601

Phone Number: 312-222-0800

Docket Number: 017721-9488-US00

Email Address: chilpdocket@michaelbest.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

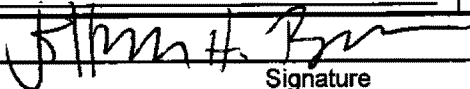
8. Payment Information:

See Attached Credit Card Payment Form

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Jeffrey H. Brown

Signature

August 2, 2012

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 368181

EMERALD V - GARLIK LIMITED

Dated 30 MARCH 2012

- (1) GARLIK LIMITED
- (2) EXPERIAN LIMITED

Agreement

for the sale and purchase of the Business of Garlik Limited

I, Andrew John Mills, a Solicitor admitted to practise in England & Wales, of the City of Nottingham, England, DO HEREBY CERTIFY that:

- 1) save for the redactions of the financial aspects of the document, this is a true photographic copy of the sale and purchase agreement for the business of Garlik Limited dated 30 March 2012; and
- 2) the financial information redacted within this copy of the agreement is the confidential information of Experian Limited and Garlik Limited



ANDREW JOHN MILLS
Solicitor (ID 159232)
England & Wales
Landmark House, Experian Way
NG2 Business Park
Nottingham, NG80 1ZZ, United Kingdom

This 1st day of August 2012

TRADEMARK

REEL: 004835 FRAME: 0914

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THIS AGREEMENT is made on 30 March 2012

BETWEEN

- (1) GARLIK LIMITED (registered number 5357233) whose registered office is at Landmark House, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ ("the Seller"); and
- (2) EXPERIAN LIMITED (registered number 0653331) whose registered office is at Landmark House, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ ("the Buyer").

BACKGROUND

- (A) The Seller is a wholly-owned subsidiary of the Buyer.
- (B) The Seller has agreed to sell to the Buyer its business and undertaking together with the goodwill and assets of such business with effect from the close of business on 30 March 2012 ("the Transfer Date") on the terms set out in this Agreement.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

In this Agreement the following expressions have the following meanings unless inconsistent with the context:

"Assumed Liabilities"	the assumption, satisfaction and discharge by the Buyer of all the debts, liabilities and obligations of the Seller in respect of the Business as at the Transfer Date, including, without limitation, any unquantified or contingent liabilities and any liabilities of the Seller incurred in relation to the Business or the Business Assets on or before the Transfer Date but excluding the Excluded Liabilities
"Business"	the business carried on by the Seller at the Transfer Date, being the development and maintenance of semantic web technology
"Business Assets"	the Business Rights, the Business Contracts, the Business Know How, the Business Information, the Business Intellectual Property, the Computer Systems, the Goodwill, the Motor Vehicles, the Plant and Equipment, the

	Property, the Records, the Stock, the Trade Debts (but excluding the Excluded Assets)
"Business Contracts"	all Contracts of the Seller relating to the Business which are unperformed (wholly or partly) as at the Transfer Date including the lease relating to the Property
"Business Information"	all information (but excluding Business Know How) that is used in or in any way relates to (i) the Business and Business Assets (ii) any goods or services supplied by the Business (iii) the management, administration or financial affairs of the Business and (iv) the sale or marketing of any goods or services supplied by the Business
"Business Intellectual Property"	all Intellectual Property Rights owned by the Seller as at the Transfer Date
"Business Know How"	that Know How owned by the Seller
"Business Rights"	the benefits of all rights and claims to which the Seller is entitled in relation to any Business Assets (including any warranty, guarantee or policy of insurance) as at the Transfer Date
"Completion"	completion of the sale and purchase in accordance with clause 5
"Computer Systems"	all computer hardware and Software owned or used by the Business (or any part of it)
"Consideration"	the aggregate consideration for the sale of the Business Assets as stated in clause 4
"Contract"	any agreement or commitment whether under hand, oral or otherwise
"Employees"	the persons employed by the Seller and assigned to the Business immediately before the Transfer Date whose contracts of employment after the Transfer Date will be or are deemed effected between the Buyer and such persons under Regulation 4 of the

	Regulations
"Excluded Assets"	Positive Corporation Tax, Positive Deferred Tax and Positive Inter-Company Loans
"Excluded Liabilities"	Negative Corporation Tax, Negative Deferred Tax and Negative Inter-Company Loans
"Goodwill"	the goodwill of the Business and the exclusive right of the Buyer to carry on the Business and to represent itself as carrying on the Business in succession to the Seller
"Intellectual Property Rights"	all patents, utility models, trade marks, trade or business names, logos or straplines, domain names, copyright, moral rights, rights to prevent passing off or unfair competition, database rights, rights in designs and all other intellectual property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case, all rights or forms of protection having equivalent or similar effect anywhere in the world
"Know How"	all technical information and know-how that in any way relate to inventions, discoveries, improvements, designs, processes, techniques, computer hardware and software
"Motor Vehicles"	any motor vehicles owned by the Seller
"Negative Corporation Tax"	any corporation tax account in the Seller where the overall balance is a liability
"Negative Deferred Tax"	any deferred tax account in the Seller where the overall balance is a liability
"Negative Inter-Company Loan"	any inter-company loan account in the Seller where the overall balance is a liability
"Plant and Equipment"	the fixed and loose plant, machinery and equipment, fittings and other chattels (including office equipment) owned by the

	Seller and used in connection with the Business whether or not situated at the Property
"Positive Corporation Tax"	any deferred corporation tax account in the Seller where the overall balance is an asset
"Positive Deferred Tax"	any deferred tax account in the Seller where the overall balance is an asset
"Positive Inter-Company Loans"	any inter-company loan account in the Seller where the overall balance is an asset
"Property"	the leasehold property of the Seller, being offices at 1-3, Halford Road, Richmond
"Records"	all books and records relating to the Business, the Business Assets and the Employees (including personnel files) other than those records that the Seller is required by law to retain
"the Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended
"Software"	any form of computer program whether in source or object code form
"Stock"	the stocks of the Business as at the Transfer Date including goods purchased for resale, consumable stores, raw materials and components, work in progress, partly finished and finished goods
"Trade Debts"	all amounts owing to the Seller by trade debtors in connection with the Business as at the Transfer Date in respect of goods or services supplied by the Seller before the Transfer Date (whether or not due and payable)

2. **SALE AND PURCHASE**

- 2.1 The Seller will sell with full title guarantee free from all liens, charges, encumbrances, equities except reservation of title claims by suppliers and the Buyer will purchase as at the Transfer Date:

- 2.1.1 the Business as a going concern together with the Business Assets;
 - 2.1.2 all cash in hand or at bank including payments in advance in connection with the Seller's Business;
 - 2.1.3 to the extent to which the Seller is legally able to assign them, all the Seller's rights against third parties (including without limitation all rights in connection with third parties' guarantees, warranties and representations or arising under any of the Business Contracts) in respect of the Business and the Seller agrees that the Seller will, at the Buyer's request and cost, give to the Buyer all assistance in the power of the Seller to enable the Buyer to assume the benefit of and to enforce these rights;
 - 2.1.4 all other assets of the Seller (but excluding the Excluded Assets).
- 2.2 The Seller and the Buyer will co-operate and each will do all it reasonably can to procure any necessary consent from a third party to an assignment or a transfer in favour of the Buyer of any of the assets agreed to be sold pursuant to this Agreement.
- 2.3 Beneficial ownership, risk and, to the extent that it can pass by delivery, title in each of the Business Assets will pass to the Buyer on Completion.
- 2.4 The Seller will be a trustee for the Buyer in respect of the Business Assets until they have been actually delivered and/or, in the case of Business Assets not capable of transfer by delivery, transferred or assigned to the Buyer.

3. **EFFECTIVE DATE**

The sale and purchase of the Business and the Business Assets will take effect immediately after the Transfer Date. The Seller will immediately after the Transfer Date be deemed to have ceased to trade in its own right but shall retain possession of those of the assets which are not capable of transfer by delivery on behalf of and as agent for the Buyer until actual completion of the relevant instruments of transfer in respect of such assets. All profits and losses relating to such assets will immediately after the Transfer Date belong to or be borne by (as the case may be) the Buyer and the Seller will account to the Buyer and the Buyer will indemnify the Seller for any liability incurred by the Seller while acting as agent of the Buyer pursuant to this clause 3.

4. CONSIDERATION

4.1 The consideration for the sale and purchase will be the aggregate of (i) £ [REDACTED] plus (ii) such sum as is equivalent to the amount of the book value of the Business Assets as at the Transfer Date less the value of the Assumed Liabilities and, for the avoidance of doubt, will not include the Excluded Liabilities (together the "Consideration").

4.2 The sum of £ [REDACTED] of the Consideration will be apportioned to the Business Rights, the Business Contracts, the Business Know How, the Business Information, the Business Intellectual Property, the Computer Systems, the Goodwill and the Records. The respective values to be attributed to the Motor Vehicles, the Plant and Equipment, the Stock and the Trade Debts for the purpose of apportioning the remainder of the Consideration will be as disclosed in the books of account of the Seller on the Transfer Date.

4.3 [REDACTED]

4.4 The Buyer will assume, satisfy and discharge the Assumed Liabilities and the Buyer will adopt, perform and fulfil all contracts and engagements in respect of the Assumed Liabilities outstanding at the Transfer Date binding on the Seller and will at all times keep the Seller fully and effectively indemnified against all such contracts and engagements and against the Assumed Liabilities and all actions, proceedings, damages, claims and demands in respect thereof.

5. COMPLETION

Completion will take place on the Transfer Date (or such other date or time as the Seller and the Buyer may agree) when:

- 5.1 the Seller will deliver to the Buyer all of the assets being sold pursuant to **clause 2.1** which are capable of transfer by delivery;
- 5.2 (or as soon as practicable thereafter) the Seller will deliver to the Buyer instruments of transfer (in each case in a form approved by the Buyer) of those assets which will not pass by delivery; and
- 5.3 upon completion of the matters referred to in **clauses 5.1 and 5.2** the Consideration will become due and the Buyer will assume, satisfy and discharge the Assumed Liabilities.

6. TITLE TO THE ASSETS

The Buyer will accept without objection the title of the Seller to the Business and Business Assets.

7. RECORDS, ACCESS AND FUTURE ENQUIRIES

7.1 Without prejudice to any other provision of this Agreement, the Buyer and its agents will be entitled for a period of six years from Completion on giving reasonable notice to the Seller to have access during normal business hours and to take copies (at its own expense) of any books, documents or other records (including computer records) relating to the Business or the Business Assets and which have not been delivered to the Buyer.

7.2 Subject to the Buyer's overriding obligations under the Data Protection Act 1998, the Seller and its agents will have like rights of access and to take copies (at its own expense) of any of the Records for a period of three years from Completion. The Seller will promptly refer all enquiries relating to the Business to the Buyer and will assign at the Buyer's cost to the Buyer all orders relating to the Business which the Seller may receive after Completion.

8. BUSINESS CONTRACTS

8.1 Subject to the other provisions of this **clause 8**, the Buyer will with effect from the Transfer Date assume the obligations of the Seller, and become entitled to the benefits of the Seller, under the Business Contracts and the Seller hereby assigns to the Buyer with effect from the Transfer Date all its rights and interest under the Business Contracts which are capable of assignment without the consent of other parties.

8.2 If a Business Contract cannot be transferred without the consent of a third party the Seller will, at its own expense, as requested by the Buyer use all reasonable endeavours (with the co-operation of the Buyer) to procure such consent or novation, and unless and until then:

8.2.1 the Seller will hold the benefit of such Business Contracts upon trust for the Buyer absolutely and will account to the Buyer in full for any sums or any other benefits received by the Seller in relation thereto; and

8.2.2 the Buyer will, as the Seller's agent, perform all the obligations of the Seller under such Business Contract for the period from the Transfer Date subject to such cooperation from the Seller as reasonably requested by the Buyer; and

- 8.2.3 the Buyer will indemnify the Seller against all proceedings, claims, demands, damages, costs, expenses and liabilities whatsoever or howsoever incurred or suffered by the Seller in respect of the Seller's obligations under the Business Contracts and in respect of any corporation, income or other tax or duty which may be charged upon the Seller in respect of the Business.
- 8.3 If any consent or novation is not obtained within 60 days after Completion and the provisions set out in this **clause 8** do not enable the full benefit of a Business Contract to be enjoyed by the Buyer then the Buyer will be entitled by notice in writing to the Seller to require the Seller either to terminate the relevant Business Contract or to exclude the same from the Business Assets. In either case the Seller will immediately repay to the Buyer any amount paid by the Buyer to the Seller in respect of the relevant Business Contract.

9. **EMPLOYEES**

It is acknowledged that, by virtue of the Regulations, the contracts of employment between the Seller and the Employees (except in so far as such contracts relate to any occupational pension scheme) will have effect after the Transfer Date as if originally made between the Buyer and each Employee and the Buyer will indemnify and keep the Seller indemnified from and against all and any action or claim of whatsoever nature by or in relation to any of the Employees.

10. **VALUE ADDED TAX**

- 10.1 All amounts expressed in this Agreement as being payable by the Buyer are expressed exclusive of any VAT which may be chargeable.
- 10.2 The parties intend that the provisions of section 49 of the Value Added Tax Act 1994 ("VATA") and Article 5 of the Value Added Tax (Special Provisions) Order 1995 will apply to the transfer of the Seller's business to the Buyer and the parties will each use their reasonable endeavours to secure that pursuant to the provisions referred to above the sale of such business is treated as neither a supply of goods nor a supply of services for the purposes of VAT but as a transfer of a business as a going concern.
- 10.3 In consequence, VAT is not to be paid on Completion in respect of any of the assets agreed to be sold, but if it is determined by HM Revenue & Customs, whether before or after Completion, that VAT should have been paid and has not been paid, the Buyer will, upon delivery by the Seller of a tax invoice, forthwith pay to the Seller the appropriate amount of VAT in addition to the Consideration and return to the Seller all those records referred to in **clause 10.4** and all copies of such records.

- 10.4 The Seller will preserve the VAT records relating to the assets agreed to be sold which are required to be maintained in accordance with paragraph 6(1) Schedule 11 VATA and any regulations made under that section. The Buyer will indemnify the Seller against the Seller's proper and reasonable costs incurred in complying with the Seller's obligations under section 49(5) VATA.

11. FURTHER ASSURANCE

- 11.1 The Seller undertakes to and agrees with the Buyer that it will at the request and cost of the Buyer do or procure the doing of all such further acts and things and execute or procure the execution of all such documents as the Buyer may require to vest in the Buyer the legal and beneficial ownership of the Business and the Business Assets in accordance with this Agreement or otherwise to give full effect to the terms of this Agreement.

12. GENERAL

- 12.1 This Agreement will be binding on and will enure for the benefit of each party's successors but will not be assignable by any party or its successors without the written consent of the other party.
- 12.2 This Agreement and the documents referred to in it constitute the entire agreement between the parties and supersede and replace any previous agreement, understanding, undertaking or arrangement of any nature whatsoever between the parties relating to the subject matter of this Agreement.
- 12.3 Except insofar as the same have been fully performed at Completion, the provisions in this Agreement will continue in full force and effect notwithstanding Completion.
- 12.4 Failure or delay by either party in exercising any right or remedy under this Agreement will not in any circumstances operate as a waiver of it, nor will any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy.
- 12.5 Any waiver of any breach of, or any default under, any of the terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.
- 12.6 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

13. GOVERNING LAW AND JURISDICTION

13.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the law of England and Wales.

13.2 The courts of England and Wales will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction.

14. COUNTERPARTS

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

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

Signed as a Deed by GARLIK LIMITED
acting by Mark Pepper (a director)

) 

In the presence of:

)

Name of witness

) Laura Nourse

Signature of witness

) 

Address

) 10 Cheshington gate, Maidenhead

Occupation

) Design Engineer

Signed as a Deed by EXPERIAN LIMITED
acting by Mark Pepper (a director)

) 

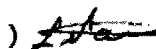
In the presence of:

)

Name of witness

) Laura Nourse

Signature of witness

) 

Address

) 10 Cheshington gate, Maidenhead

Occupation

) Design Engineer