

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
SPRINGER SCIENCE AND BUSINESS MEDIA, B. V.		12/23/2013	LIMITED LIABILITY COMPANY: NETHERLANDS
RECEIVING PARTY DATA			
Name:	SPRINGER INTERNATIONAL PUBLISHING AG		
Street Address:	Gewerbstrasse 11,		
City:	CHAM		
State/Country:	SWITZERLAND		
Postal Code:	6330		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3003546	HYDROBIOLOGIA	
Registration Number:	2815053	PLANT AND SOIL	
Registration Number:	2838599	WATER, AIR, & SOIL POLLUTION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 277 4000		
Email:	lindsey.canning@freshfields.com		
Correspondent Name:	LINDSEY J CANNING		
Address Line 1:	601, LEXINGTON AVENUE, 31ST FLOOR		
Address Line 2:	FRESHFIELDS BRUCKHAUS DERINGER US LLP		
Address Line 4:	NEW YORK, NEW YORK 10022		
DOMESTIC REPRESENTATIVE			

OP \$90.00 3003546

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Lindsey Canning
Signature:	/canning l/
Date:	01/09/2014

Total Attachments: 8
source=SIP_SSBM BV - IP Transfer Agreement - 2013-12-23#page1.tif
source=SIP_SSBM BV - IP Transfer Agreement - 2013-12-23#page2.tif
source=SIP_SSBM BV - IP Transfer Agreement - 2013-12-23#page3.tif
source=SIP_SSBM BV - IP Transfer Agreement - 2013-12-23#page4.tif
source=SIP_SSBM BV - IP Transfer Agreement - 2013-12-23#page5.tif
source=SIP_SSBM BV - IP Transfer Agreement - 2013-12-23#page6.tif
source=SIP_SSBM BV - IP Transfer Agreement - 2013-12-23#page7.tif
source=SIP_SSBM BV - IP Transfer Agreement - 2013-12-23#page8.tif

IP SALE, PURCHASE AND TRANSFER AGREEMENT

THIS IP SALE, PURCHASE AND TRANSFER AGREEMENT (this "Agreement"), dated December 23, 2013 (time: 6:00 p.m. CET), is made and entered into by and between:

1. Springer International Publishing AG, a Swiss public limited company, having its principal place of business at Gewerbestrasse 11, 6330 Cham, Switzerland (hereinafter referred to as: "SIP")

and
2. Springer Science+Business Media B.V., a Dutch limited liability company, having its principal place of business at Van Godewijckstraat 30, 3311 GX Dordrecht, The Netherlands (hereinafter referred to as: "SSBM").

SSBM and SIP are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, SSBM and SIP are both (in)direct subsidiaries of Springer Science+Business Media GmbH, a German limited liability company whose principal office is at Heidelberger Platz 3, 14197 Berlin, Germany.

WHEREAS, SSBM and SIP agree to transfer all rights and beneficial ownership of SSBM in respect of the intellectual property rights (including but not limited to copyrights) related to the journals set out in the Appendix (hereinafter referred to as: "IP") to SIP with effect as of the date of this Agreement;

WHEREAS, SSBM has legal title to dispose of the IP (*beschikkingsbevoegd*).

WHEREAS, the IP was pledged by way of a deed of pledge of intellectual property rights dated 17 September 2013 between, *inter alia*, SSBM as pledgor and Barclays Bank PLC as pledgee.

WHEREAS, the right of pledge on the IP will be or has been released by way of a deed of termination and confirmation dated 23 December 2013 between, *inter alia*, SSBM and Barclays Bank PLC (the "Release").

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Sale and Transfer of Legal Title and Beneficial Ownership of IP by SSBM.

SSBM hereby agrees to sell, transfer and deliver to SIP all of SSBM's legal right, title, beneficial ownership and interest in the IP, together with all claims for damages by reason of past infringement thereof, with the right to sue for and collect the same for SIP's own use and benefit and SIP hereby agrees to purchase all of SSBM's legal right, title, beneficial

ownership and interest in the IP, together with all claims for damages by reason of past infringement thereof, with the right to sue for and collect the same for SIP's own use and benefit.

The transfer shall include SSBM's rights to improve, amend, modify or in any other way change (part of) the IP. SSBM hereby expressly waives all its moral rights, if any, pertaining to the IP as far as possible under applicable law. Insofar the moral rights cannot be waived SSBM shall not execute these rights without notifying SIP in advance. SSBM hereby accepts the transfer and delivery.

The transfer and delivery of all of SSBM's legal right, title, beneficial ownership and interest in the IP as set out above shall be subject to the condition precedent that the Release has become effective.

2. Pricing.

- a. SIP promises to pay SSBM in consideration for the sale of the IP and compensate SSBM an amount of EUR 34,175,000 exclusive of VAT (hereinafter referred to as: "Consideration") subject to the terms of this Agreement. The amount due consists of the following elements:
 - EUR 8,001,000 equal to the estimated fair market value per December 30, 2013 of the Thomson cluster as defined in the overview enclosed to this agreement;
 - EUR 1,295,000 equal to the estimated fair market value per December 30, 2013 of the Escom cluster as defined in the overview enclosed to this agreement;
 - EUR 2,628,000 equal to the estimated fair market value per December 30, 2013 of the Baltzer cluster as defined in the overview enclosed to this agreement;
 - EUR 22,251,000 equal to the estimated fair market value per December 30, 2013 of the KAP cluster as defined in the overview enclosed to this agreement.
- b. It is agreed between the Parties that the Consideration for the IP should be fair market value. It was agreed therefore that should additional information become available to the Parties, which supports an adjustment to the Consideration, then this would be reflected in an amended and restated contract, i.e. the Consideration will be adjusted to fair market value to reflect new information available to the Parties.
- c. In lieu of a cash payment by SIP, SSBM agrees to extend an interest-bearing loan to SIP the nominal amount of which shall correspond to the Consideration. On these grounds, SSBM hereby grants to SIP, which in turn hereby accepts to receive from SSBM, a term loan facility of a total nominal amount of EUR 34,175,000 (in words: thirty four million hundred and seventy five thousand euros) (hereinafter referred to as: "Loan").

3. Term of the Loan

- a. The term of the Loan shall commence on the date hereof and shall expire on the Final Maturity Date, as defined in Section 3.b below unless it is terminated prior to the Final Maturity Date in accordance with the provisions of this Agreement.
- b. All amounts outstanding under this Agreement, including interest accrued, shall be due for repayment on 14 August 2022 (hereinafter referred to as: "*Final Maturity Date*") or upon termination in accordance with Section 3.a above.

4. Repayment of principal

- a. Any and all amounts outstanding under the Loan (including interest accrued) shall, subject to Sections 5 and 8, be due for payment by SIP on the Final Maturity Date.
- b. SIP may repay the whole or any part of the Loan in cash, by means of offsetting, or by way of any other non-cash performance.

5. Voluntary Prepayment

- a. Subject to Sections 5.b and 7 below, SIP may (without premium or penalty) prepay or otherwise redeem or retire for value the whole or any part of the Loan (including interest accrued on the amount prepaid) to SSBM at any time.
- b. As long as there are any outstanding payment obligations under the Financing Documents (as defined below), SIP is not entitled to make any payments to SSBM under this Agreement nor is it entitled to exercise any right of set off in respect of the Loan except, in either case, as permitted by the terms of the Financing Documents. The term *Financing Documents* includes:
 - (i) the intercreditor agreement dated 8 August 2013 and entered into, amongst others, by Springer Science+Business Media GB Acquisition S.C.A. (formerly Isolde GP Acquisition S.C.A.), Springer SBM Zero GmbH (formerly Blitz 13-255 GmbH), Springer SBM One GmbH (formerly Blitz 13-347 GmbH), Springer SBM Two GmbH (formerly Blitz 13-252 GmbH), Springer Science+Business Media Deutschland GmbH (formerly Blitz 13-253 GmbH), Springer SBM International GmbH (formerly Blitz 13-254 GmbH), Credit Suisse AG, London Branch, Goldman Sachs International, J.P. Morgan Limited, Barclays Bank PLC, Nomura International PLC and UBS Limited as senior arrangers, the Senior Agent, the Senior Lenders, the Hedge Counterparties, the Junior Lenders, the Junior Agent, the Junior Arrangers, the Original Debtors, the Original Intra-Group Lenders and the Security Agent (each as defined therein) (hereinafter referred to as: "*Intercreditor Agreement*");
 - (ii) the Senior Finance Documents (as defined in the Intercreditor Agreement); and
 - (iii) the Junior Finance Documents (as defined in the Intercreditor Agreement),

in each case as amended from time to time.

6. Interest

- a. The Loan shall bear a fixed interest rate of 0.5% per annum (hereinafter referred to as: "*Interest*") and –based on mutual agreement between the Parties- can be adjusted as of the beginning of a calendar year to another percentage that is considered arm's length should latest transfer pricing analysis reveal the necessity to do so.
- b. The Interest shall be calculated on the basis of the actual number of days elapsed and a year of three hundred and sixty (360) days respectively twelve months of thirty (30) days each (Euro-Method).
- c. Subject to Sections 5 and 7, the Interest shall accrue and be payable upon repayment of the Loan. Where there are partial repayments, the attributable accrued interest shall be due and payable together with such partial repayment of principal.

7. Subordination and Rank

- a. The Parties agree and confirm that as agreed in the Financing Documents all claims under this Agreement are subordinated to the claims of the lenders under the Financing Documents and all claims of the lenders under the Financing Documents shall have priority over any claims of SSBM under this Agreement.
- b. Notwithstanding the provisions contained in Section a above, the Parties agree that the Loan and any interest accrued thereon shall (i) rank prior to all shares in SIP, whether outstanding on the date hereof or issued in the future and (ii) rank *pari passu* with all other financing granted by shareholders or affiliates of shareholder outstanding on the date hereof, but shall (iii) be subordinated to all other present and future obligations of SIP whether secured or unsecured, including, without limitation, any indebtedness to any trade creditors or any indebtedness created by way of bank loans or by way of any liability in respect of a guarantee or standby or documentary letter of credit and shall (iv) only be repaid and satisfied out of any distributable profits or net liquidation proceeds or any other freely distributable assets in excess of any liabilities of such other creditors.

8. Mandatory Prepayment, Termination, Cancellation

SSBM shall automatically be entitled to the reimbursement of the Loan prior to the Final Maturity Date (together with any other sums then owed by SIP to the SSBM hereunder) on the date on which SIP takes any corporate action or other steps or starts other legal proceedings for its winding-up, dissolution or re-organisation, becomes over-indebted or is unable to pay its debts when due or an application for the commencement of insolvency proceedings over the assets of SIP is filed, on the date on which SIP makes a general settlement with creditors or on the date anything analogous to or having a substantially similar effect occurs in any applicable jurisdiction, unless SSBM notifies SIP in writing that it

waives its right to such mandatory prepayment in such circumstances (whether before or after the occurrence of the relevant event).

9. Filing.

SSBM hereby consents to the recordation of an assignment by SIP with any applicable governmental office or agency, if required to effectuate this Agreement.

10. Further Assurances.

Each of the Parties hereby covenants and agrees, at any time and from time to time forthwith, to execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably necessary or as required in order to effect the purposes of this Agreement, which includes, but is not limited to the sale of the IP to SIP and the transfer of the IP to SIP.

SSBM guarantees that it is fully entitled to enter into this Agreement and to assign the IP to SIP, as described in this Agreement. SSBM also guarantees that the IP are unencumbered and are not limited or restricted by any rights of third parties, or infringe upon third parties' (intellectual property) rights. SSBM shall indemnify and hold SIP harmless against any third party claims with regard to the IP.

11. Amendment and Modification.

No provision of this Agreement may be amended, modified or supplemented except in writing signed by both Parties.

12. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed and enforced in accordance with the laws of The Netherlands. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent court within the Netherlands.

13. Severability.

If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

14. Counterparts/Facsimiles.


This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same

Execution Version

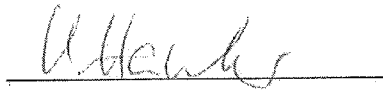
Instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by electronic transmission in .PDF format shall be effective as delivery of a manually executed counterpart of this Agreement.

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

Springer Science+Business Media B.V.

By: 
Name: Nicole Leineweber
Title: Authorized Signatory

Springer International Publishing AG

By: 
Name: Karoline Haufler
Title: Authorized Signatory

APPENDIX: OVERVIEW INTELLECTUAL PROPERTY

- | | |
|------------------------|---|
| Thomson cluster | <ol style="list-style-type: none">1 Quality of Life Research2 Cancer Causes & Control3 Transgenic Research4 Evolutionary Ecology5 Experimental and Applied Acarology6 Geotechnical and Geological Engineering7 Reviews in Fish Biology and Fisheries8 Journal of Muscle Research and Cell Motility9 Aquaculture International10 Journal of Insect Conservation11 Transition Metal Chemistry |
| Escom cluster | <ol style="list-style-type: none">1 Journal of Computer-Aided Molecular Design2 Molecular Diversity |
| Baltzer cluster | <ol style="list-style-type: none">1 Hyperfine Interactions2 Journal of Mathematical Chemistry3 Environmental Modeling & Assessment4 Computational Geosciences5 Annals of Mathematics and Artificial Intelligence |
| KAP cluster | <ol style="list-style-type: none">1 Plant and Soil2 Water, Air, & Soil Pollution3 Hydrobiologia4 Environmental Monitoring and Assessment5 Biological Invasions6 Biogeochemistry7 Antonie van Leeuwenhoek8 Genetica |