

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Springer International Publishing AG		12/23/2013	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Security Agent		
Street Address:	5, The North Colonnade		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 4BB		
Entity Type:	CORPORATION: UNITED KINGDOM		
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:	2122774001		
<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 Canning		
Address Line 1:	601 Lexington, 31st Floor		
Address Line 2:	FRESHFIELDS BRUCKHAUS DERINGER US LLP		
Address Line 4:	New York City, 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:	/ljcanning/
Date:	02/18/2014

**Total Attachments: 14**

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## Intellectual Property Security Agreement Supplement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement Supplement**"), dated as of December 23, 2013, is made by **Springer International Publishing AG** (the "**Debtor**") in favor of Barclays Bank PLC, as Security Agent (the "**Security Agent**") for the Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, Springer Science+Business Media Deutschland GmbH (formerly Blitz 13-253 GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany (the "**Lead Borrower**") has entered into the credit agreement dated August 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alia*, the Lead Borrower, Springer SBM One GmbH (formerly Blitz 13-347 GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany ("**Holdings**"); Springer SBM Two GmbH (formerly Blitz 13-252 GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany (the "**Parent**"); each lender from time to time party hereto (collectively, the "**Lenders**" and individually, a "**Lender**"); and Credit Suisse AG, London Branch, as Administrative Agent, Barclays Bank PLC, as Collateral Agent, Swing Line Lender and L/C Issuer.

**WHEREAS**, the Lead Borrower has entered into the Intercreditor Agreement dated 8 August 2013 among, Credit Suisse AG, London Branch, as Senior Agent, Goldman Sachs Lending Partners LLC, as Junior Agent, the debtors party thereto and Barclays Bank PLC, as Security Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**").

**WHEREAS**, the Debtor has executed and delivered that certain US Asset Security Agreement dated December 23, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

**WHEREAS**, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Security Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this IP Security Agreement Supplement covering such intellectual property for recording with the U.S. Patent and Trademark Office and other governmental authorities.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

### 1. Grant of Security

The Debtor hereby grants to the Security Agent for the ratable benefit of the Secured Parties under the Security Agreement a security interest in and to all of the Debtor's right, title and interest in and to the following (the "**Collateral**"):

- 1.1 all material United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time) (the "**Trademarks**");
- 1.2 all United States, international and foreign patents, patent applications and statutory invention registrations, including, without limitation, the patents and patent applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, all inventions therein, all rights therein provided by international treaties or conventions and all improvements thereto, and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto (the "**Patents**");
- 1.3 all copyrights, copyright applications, copyright registrations and like protections in each work of authorship, whether statutory or common law, whether published or unpublished, any renewals or extensions thereof, all copyrights of works based on, incorporated in, derived from, or relating to works covered by such copyrights, including, without limitation, the copyright registrations and copyright applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time), together with all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (the "**Copyrights**");
- 1.4 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 any and all proceeds of the foregoing.

2. **Recordation**

The Debtor authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

3. **Execution in Counterparts**

This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. **Grants, Rights and Remedies**

This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

5. **Governing Law**

This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Signature page follows]*

IN WITNESS WHEREOF, the Debtor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written

SPRINGER INTERNATIONAL PUBLISHING AG

By: C. Schumann  
Name: Alexander Grossmann  
Title: Managing Director  
Address: Kemnathstr. 2  
CH - 6333 Hohenberg See

SCHEDULE A

TRADEMARKS

trademark	class	region	Filing Date	No.	Reg. No.	registered	Renewal
ADIS	42	US	29.10.1987	73/692387	1 523 931	07.02.1989	07.02.2019
DRUGS & AGING	16	US	25.06.1990	74/072683	1 657 044	10.09.1991	10.09.2021
INPHARMA	16	US	22.11.1976	73/107275	1 082 477	17.01.1978	17.01.2018
Papers	9 16 38 41 42	US	05.06.2013	85/950928			
PHARMACOECONOMICS	16	US	03.06.1991	74/172429	1 742 275	22.12.1992	22.12.2022
REACTIONS	16	US	17.09.1990	74/098005	1 676 749	25.02.1992	25.02.2022
ZAMP	9 16 41	US	10.06.2013	85/955290			
Adis	9 16 38 41 42 44	IR (CH CN EU HR HU JP KR NO RU SG TR UA US*)	29.11.2012	30 2012 032 354.5/41	1 151 275	29.11.2012	29.11.2022

\* International trademark registration/ n° of US trademark: 4430640

The following trademarks are to be transferred to the Debtor as of the date hereof.

Trademark	Current Owner	Filing date	Registration No.	Registration date	International classes
HYDROBIOLOGIA	Springer Science+Business Media B.V.	11.02.2003	3 003 546	04.10.2005	16
PLANT AND SOIL	Springer Science+Business Media B.V.	11.02.2003	2 815 053	17.02.2004	16
WATER, AIR, & SOIL POLLUTION	Springer Science+Business Media B.V.	11.02.2003	2 838 599	04.05.2004	16



## 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

- |                        |   |
|------------------------|---|
| <b>Thomson cluster</b> | <ol style="list-style-type: none"><li>1 Quality of Life Research</li><li>2 Cancer Causes &amp; Control</li><li>3 Transgenic Research</li><li>4 Evolutionary Ecology</li><li>5 Experimental and Applied Acarology</li><li>6 Geotechnical and Geological Engineering</li><li>7 Reviews in Fish Biology and Fisheries</li><li>8 Journal of Muscle Research and Cell Motility</li><li>9 Aquaculture International</li><li>10 Journal of Insect Conservation</li><li>11 Transition Metal Chemistry</li></ol> |
| <b>Escom cluster</b>   | <ol style="list-style-type: none"><li>1 Journal of Computer-Aided Molecular Design</li><li>2 Molecular Diversity</li></ol>  |
| <b>Baltzer cluster</b> | <ol style="list-style-type: none"><li>1 Hyperfine Interactions</li><li>2 Journal of Mathematical Chemistry</li><li>3 Environmental Modeling &amp; Assessment</li><li>4 Computational Geosciences</li><li>5 Annals of Mathematics and Artificial Intelligence</li></ol>  |
| <b>KAP cluster</b>     | <ol style="list-style-type: none"><li>1 Plant and Soil</li><li>2 Water, Air, &amp; Soil Pollution</li><li>3 Hydrobiologia</li><li>4 Environmental Monitoring and Assessment</li><li>5 Biological Invasions</li><li>6 Biogeochemistry</li><li>7 Antonie van Leeuwenhoek</li><li>8 Genetica</li></ol>   |