

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBM IP Luxembourg Sarl		04/08/2013	Company: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	TechInsights (Holdco) Limited		
Street Address:	Ludgate House		
Internal Address:	245 Blackfriars Road		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SE1 9UY		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3732967	DIE PHOTO LIBRARY	
Registration Number:	3748339	TECHINSIGHTS	
Registration Number:	3751223	TECHINSIGHTS	
Registration Number:	3812621	TECHINSIGHTS	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-768-5367		
Email:	trademarks.us@dentons.com,ian.farias@dentons.com		
Correspondent Name:	Monica B. Richman, Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
DOMESTIC REPRESENTATIVE			
Name:	Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
NAME OF SUBMITTER:	Monica B. Richman		

OP \$115.00 3732967

SIGNATURE:	/monica b. richman/
DATE SIGNED:	05/19/2016
Total Attachments: 8 source=TechInsights (Holdco) Limited - Assignment Agreement#page1.tif source=TechInsights (Holdco) Limited - Assignment Agreement#page2.tif source=TechInsights (Holdco) Limited - Assignment Agreement#page3.tif source=TechInsights (Holdco) Limited - Assignment Agreement#page4.tif source=TechInsights (Holdco) Limited - Assignment Agreement#page5.tif source=TechInsights (Holdco) Limited - Assignment Agreement#page6.tif source=TechInsights (Holdco) Limited - Assignment Agreement#page7.tif source=TechInsights (Holdco) Limited - Assignment Agreement#page8.tif	

Dated 8 APRIL 2013

UBM IP LUXEMBOURG SÀRL
and
TECHINSIGHTS (HOLDCO) LIMITED

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY AND RELATED
LICENCES

 NORTON ROSE

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THIS DEED OF ASSIGNMENT is made on

2013

BETWEEN:

- (1) **UBM IP LUXEMBOURG SÀRL** (company registration number B83486) a company incorporated under the laws of Luxembourg whose registered office is at 17, boulevard Prince Henri, L-1724 Luxembourg (the **Assignor**).
- (2) **TECHINSIGHTS (HOLDCO) LIMITED** (company registration number 08408196) a company incorporated under the laws of England and Wales whose registered office is at Ludgate House, 245 Blackfriars Road, London SE1 9UY (the **Assignee**).

WHEREAS:

- (A) Pursuant to a sale and purchase agreement entitled "Agreement for the Sale and Purchase of the Delta Businesses" between UBMG Limited, UBM Aviation Worldwide Limited, UBM Information Limited and Delta Data Services Bidco Limited dated 28 February 2013 (the **Sale and Purchase Agreement**), Assignor has agreed to assign to the Assignee the Intellectual Property identified in Schedule 1 and its rights under the Licence Agreement relating to certain of the Intellectual Property.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and interpretation

1.1 In this Deed:

Intellectual Property means copyrights and related rights, (including, without limitation, rights in computer software), patents, rights to inventions, trade marks, trade names, service marks, business names (including, without limitation, internet domain names), goodwill and the right to sue for passing off, design rights, database rights, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including, without limitation, applications to register or rights to apply for registration and renewals or extensions of, and rights to claim priority from, such rights) which subsist anywhere in the world; and

Licence Agreement means the licence agreement details of which are set out in Schedule 2.

1.2 In this Deed unless the context requires otherwise:

- (a) the headings and background are for convenience only and do not form part of this Deed or affect its interpretation;

- (b) references to clauses and schedules are to clauses of, and schedules to, this Deed;
 - (c) references to this Deed or any other document are to that document as from time to time amended, restated, or replaced;
 - (d) references to a person include an individual, corporation, partnership, unincorporated body of persons and any government entity;
 - (e) words importing the plural include the singular and vice versa;
 - (f) references to any statute or statutory provision include any subordinate legislation made under it and any provision amending it or re-enacting it (whether with or without modification);
 - (g) words such as other, including and in particular are not words of limitation.
- 1.3 Unless otherwise defined in this Deed capitalised terms used in this Deed shall have the same meaning as is given to them in the Sale and Purchase Agreement.

2 Assignment

- 2.1 The Assignor hereby assigns to the Assignee all its right, title and interest in:
- (a) the Intellectual Property which is specified in Schedule 1;
 - (b) all goodwill attaching to Intellectual Property set out in Schedule 1 that consist of trade marks, trade names, service marks, business names (whether or not registered) including, without limitation, internet domain names and relating to the goods or services in respect of which such trade marks are registered or used;
 - (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or other cause of action arising from ownership, of any of the Intellectual Property set out in Schedule 1 whether occurring before or after the date of this Deed; and
 - (d) the Licence Agreement.
- 2.2 From the date of this Deed, the Assignee shall:
- (a) be entitled to the benefit and shall assume all obligations and liabilities of the Licence Agreement;
 - (b) carry out, perform and complete all the obligations and liabilities to be discharged under the Licence Agreement; and

- (c) indemnify the Assignor against all actions, demands proceedings and claims and Losses that each may suffer or incur in respect of the Licence Agreement.

3 Further Assurance

- 3.1 The Assignor shall execute such documents as the Assignee may reasonably request (and which the Assignee shall prepare) from time to time for the purpose of giving full effect to this Deed.

4 Entire Agreement

- 4.1 Each party acknowledges and agrees that:
 - (a) this Deed constitutes the entire agreement between the parties and supersedes any prior agreement, understanding, undertaking or arrangement between the parties relating to the subject matter of the Deed;
 - (b) by entering into this Deed, they do not rely on any statement, representation, assurance or warranty of any person (whether a party to this Deed or not and whether made in writing or not) other than as expressly set out in this Deed;
 - (c) except as otherwise provided in this Deed, no party may rescind or terminate this Deed for breach of contract or for negligent or innocent misrepresentation or otherwise; and
 - (d) nothing in this clause shall exclude or limit any liability for fraud.

5 Waivers and severance

- 5.1 The rights and remedies of each party to this Deed are, except where expressly stated to the contrary, without prejudice to any other rights and remedies available to it. No neglect, delay or indulgence by any party in enforcing any provision of this Deed shall be construed as a waiver and no single or partial exercise of any rights or remedies of any party under this Deed will affect or restrict the further exercise or enforcement of any such right or remedy.
- 5.2 The liability of any party to this Deed may, in whole or in part, be released, compounded, or compromised, and if the other party shall give time or indulgence to the person under such liability, this will in no way prejudice or affect that party's rights against any other person under the same or similar liability.
- 5.3 Each provision of this Deed is severable and distinct from the others and, if any provision is, or at any time becomes, to any extent or in any circumstances invalid, illegal or unenforceable for any reason, that provision shall to that extent be deemed not to form part of this Deed but the validity, legality and enforceability of the remaining parts of this Deed shall not be affected or

impaired, it being the parties' intention that every provision of this Deed shall be and remain valid and enforceable to the fullest extent permitted by law.

6 Miscellaneous

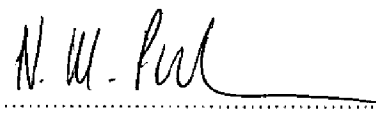
- 6.1 No purported alteration of this Deed shall be effective unless it is in writing, refers to this Deed and is duly executed by each party to this Deed.
- 6.2 This Deed may be entered into in any number of counterparts, and by the parties to it on separate counterparts, and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.
- 6.3 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

7 Governing law

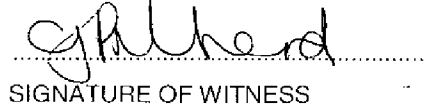
- 7.1 This Deed and any non-contractual obligations connected with it shall be governed by English law.
- 7.2 The parties irrevocably agree that all disputes arising under or in connection with this Deed, or in connection with the negotiation, existence, legal validity, enforceability or termination of this Deed, regardless of whether the same shall be regarded as contractual claims or not, shall be exclusively governed by and determined only in accordance with English law.
- 7.3 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

Executed by **UBM IP LUXEMBOURG SÀRL** acting
by _____, a director, in the presence of:

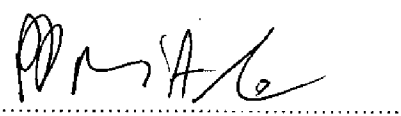


Director

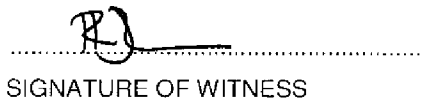

SIGNATURE OF WITNESS

Witness name: GEMMA PRITCHARD
Witness address: 245 BLACKFRIARS ROAD
LONDON SE1 9UY
Witness occupation: TAX MANAGER

Executed by **TECHINSIGHTS (HOLDCO) LIMITED** acting by
PATRICK McALEENAN, a director, in the presence of:



Director


SIGNATURE OF WITNESS

Witness name: TOM RAY JACKSON
Witness address: 115 COMORE ROW
BIRMINGHAM, B3 3AL
Witness occupation: TRAINEE SOLICITOR

Schedule 1
Intellectual Property

Trade Marks

Country	Trade Mark	Application Number	Registration Number	Class	Registration date	Renewal date
US	DIE PHOTO LIBRARY	77/626,179	3732967	42	29/12/2009	29/12/2019
US	TECHINSIGHTS	85/569277	N/A	41	N/A	N/A
US	TECHINSIGHTS	78/473,937	3067603	35, 42	14/03/2006	14/03/2016
US	TECHINSIGHTS	77/626,422	3646854	9	30/06/2009	30/06/2019
US	TECHINSIGHTS	77/626,424	3646855	16	30/06/2009	30/06/2019
US	TECHINSIGHTS	77/626,436	3646856	45	30/06/2009	30/06/2019
US	TECHINSIGHTS	77/626,427	3748339	35	16/02/2010	16/02/2020
US	TECHINSIGHTS	77/626,430	3751223	41	23/02/2010	23/02/2020
US	TECHINSIGHTS	77/626,432	3912621	39, 42, 45	06/07/2010	06/07/2020