

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM416437

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
International Data Group, Inc.		01/27/2017	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IDG VC Management Ltd.		
<b>Street Address:</b>	Summit Management Limited, PO Box 32311		
<b>Internal Address:</b>	Governor's Square, 23 Lime Tree Bay, Ste 4-210		
<b>City:</b>	George Town, Grand Cayman		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Entity Type:</b>	Company: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2317003	IDG VENTURES	
<b>Serial Number:</b>	87975047	IDG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6469275599		
<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>			
<b>Phone:</b>	646 927 5531		
<b>Email:</b>	ustrademark@foleyhoag.com		
<b>Correspondent Name:</b>	Natasha N. Reed		
<b>Address Line 1:</b>	1540 Broadway		
<b>Address Line 2:</b>	Foley Hoag LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	NATASHA N. REED		
<b>SIGNATURE:</b>	/nnreed/		
<b>DATE SIGNED:</b>	02/16/2017		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Agreement**") is entered into as of January 27, 2017 (the "**Effective Date**"), by and between **International Data Group, Inc.**, a Massachusetts corporation with an address at 5 Speen Street, Framingham, MA 01701 (the "**Assignor**"), and **IDG VC Management Ltd.**, a Cayman Islands company with an address at the office of Summit Management Limited, PO Box 32311, Suite #4-210, Governor's Square, 23 Lime Tree Bay Avenue, George Town, Grand Cayman, Cayman Islands (the "**Assignee**").

WHEREAS, pursuant to that certain Purchase and Assumption Agreement dated as of August 17, 2016 (as amended and/or restated from time to time, the "**Purchase Agreement**") between the Assignor, an Affiliate of Assignee, and certain other Persons, Assignee desires to acquire and Assignor desires to transfer and assign to Assignee, all of Assignor's rights, title and interest in and to the Transferred Trademarks, as defined in the Purchase Agreement, including those Transferred Trademarks owned by Assignor and set forth in Schedule I to this Agreement (the "**Marks**");

WHEREAS, Assignee and China Oceanwide Holdings Group Co, Ltd. ("**China Oceanwide**") have agreed to acquire (indirectly through Affiliates), after the consummation of the transactions contemplated by the Purchase Agreement (the "**Venture Transaction**"), all the issued and outstanding shares of the capital stock of Assignor (the "**OpCo Transaction**"); and

WHEREAS, Assignee and China Oceanwide entered into that certain Intellectual Property Supplement Agreement dated as of August 17, 2016, which is intended to govern the coexistence of the parties' respective trademarks (including the Marks) as between Assignee and China Oceanwide and only in the event that the closings of the Venture Transaction and OpCo Transaction have both occurred.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Capitalized terms used herein that are defined in the Purchase Agreement shall have the meanings ascribed to them in the Purchase Agreement unless otherwise defined herein.

2. Assignment and Assumption. Assignor hereby transfers, assigns, grants and conveys (and agrees to transfer, assign, grant and convey) to Assignee and Assignee hereby accepts and assumes, (a) all of Assignor's worldwide rights, title and interest, in, to and for the Marks in International Class 36 ("**Class 36**"), as defined under the Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks (the "**Nice Agreement**"), together with all goodwill in, incorporated in, or embodied in the foregoing, and the right to sue and recover for past, present, and future infringement of the Marks in Class 36 and (b) all obligations and liabilities as licensor under all license agreements that grant rights with respect to Transferred Trademarks in Class 36, as described in Section 5.9 of the Purchase Agreement (collectively, the "**Assumed Licenses**") and including without limitation

those license agreements set forth on Schedule II to this Agreement. For the avoidance of doubt, the parties acknowledge and agree that this Agreement is a partial assignment with respect to any trademark applications or registrations currently covering Class 36 as well as at least one other International Class under the Nice Agreement (collectively, the "**Multiclass IDG Trademarks**"), and nothing herein shall constitute an assignment, transfer or conveyance of rights, title, or interest in the Marks in connection with any other classification of goods or services under the Nice Agreement beyond Class 36. With respect to the Multiclass IDG Trademarks, this Agreement shall only be recorded with the applicable governmental trademark offices simultaneously with or following a request to divide such Multiclass IDG Trademarks.

3. Further Assurances. Assignor agrees to take all actions reasonably requested by Assignee that may be reasonably necessary for securing, completing, or vesting in Assignee full rights, title, and interest in and to the Marks in Class 36, including but not limited to filing requests with the trademark offices where the Marks are registered or pending registration, to divide out the Class 36 services from any multiclass applications and registrations that may be associated with the Marks, and executing additional documents as may be required to perfect and evidence Assignee's ownership interest in and to the Marks in Class 36 with the trademark offices where the Marks are registered or pending registration. Assignee agrees to take all actions reasonably requested by Assignor that may be reasonably necessary to give effect to and complete the assumption by Assignee of the obligations in the Assumed Licenses. Without limiting the foregoing, the parties agree that in the event any of the Assumed Licenses grant rights with respect to both (a) marks retained by Assignor and (b) Transferred Trademarks in Class 36, the parties will cooperate in good faith to take such steps as are reasonably necessary to divide the obligations and rights set forth in such Assumed Licenses in accordance with the principles of the Purchase Agreement and related transaction documents.

4. Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

5. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided* that no party hereto may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party hereto; except that either party may transfer or assign its rights and obligations under this Agreement, in whole or from time to time in part, (a) to one or more of its Affiliates or (b) in the event of any merger, acquisition, reorganization, sale of substantially all the assets, or any other types of change of control involving the assigning party; *provided* that no such transfer or assignment shall relieve the assigning party of its obligations hereunder or enlarge, alter or change any obligation of the other party hereto.

6. Counterparts; Effectiveness; Third Party Beneficiaries. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.


7. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such a determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

8. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. If the terms of this Agreement conflict with the terms of the Purchase Agreement, then the terms of the Purchase Agreement shall govern.

*Remainder of page intentionally left blank.*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

**INTERNATIONAL DATA GROUP, INC.**

By:   
Name: Edward B. Bloom  
Title: President

**IDG VC MANAGEMENT LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


*[Signature Page to Trademark Assignment Agreement]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

**INTERNATIONAL DATA GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**IDG VC MANAGEMENT LTD.**

By:  \_\_\_\_\_  
Name: Chi Sing HO  
Title: Director

*[Signature Page to Trademark Assignment Agreement]*

# Schedule I

## Marks

<u>Trademark</u>	<u>Country</u>	<u>Class/ Services</u>	<u>App./ Reg. No.</u>	<u>App./ Reg. Date</u>	<u>Status</u>	<u>Multi- class</u>
IDG VENTURES	USA	036: Providing venture capital to others for financing business ventures; providing venture capital investments and private equity investments to businesses in the technology, media, computer, and global computer network fields	2317003	2/8/2000	Registered	No
IDG	USA	036: Venture capital financing; venture capital advisory services; venture capital fund management; providing venture capital to others for financing business ventures; providing venture capital investments and private equity investments	5008412	7/26/2016	Registered	Yes
IDG & Design	USA	036: Venture capital financing; venture capital advisory services; venture capital fund management; providing venture capital to others for financing business ventures; providing venture capital investments and private equity investments	4993736	5/22/2012	Registered	Yes
IDG & Design	USA	036: Venture capital financing; venture capital advisory services; venture capital fund management; providing venture capital to others for financing business ventures; providing venture capital investments and private equity investments	87975047	5/17/2016	Pending	No (divided from parent # 87040335)
IDG & Design	EU	036: Financial services; financial advisory services; providing venture capital to others for financing business ventures; providing venture capital investments and private equity investments	13911987	8/7/2015	Registered	Yes



## **Schedule II**

### **Assumed Licenses**

International Data Group, Inc., as licensor, granted a license to each of the following funds to use "IDG" in the name of the fund and such fund's related entities:

IDG China SPV, LP  
IDG Accel China Growth Fund, LP  
IDG Accel China Growth Fund- A, LP  
IDG China Media Fund, LP  
IDG China Media Fund II, LP  
IDG China Capital Fund III, LP  
IDG-Accel China Capital, LP  
IDG-Accel China Capital II LP  
IDG Accel China Growth Fund II LP  
IDG Accel China Growth Fund III LP  
IDG China Venture Capital Fund IV LP  
IDG Ventures India Fund I LLC  
IDG Ventures India Fund II LLC  
IDG Ventures India Fund III LLC  
IDG Ventures SF, LP  
IDG Ventures USA III, LP  
IDG Ventures Vietnam, LP