

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418272

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Standard & Poor's Investment Advisory Services, LLC | | 10/01/2016 | Limited Liability Company: DELAWARE |
| S&P Global Research Europe Limited | | 10/01/2016 | limited company: UNITED KINGDOM |
| Standard & Poor's Investment Advisory Services (HK) Limited | | 10/01/2016 | limited company: HONG KONG |
| S&P Global Market Intelligence, Inc. | | 10/01/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Accounting Research & Analytics, LLC d/b/a CFRA Research | | |
| Street Address: | One New York Plaza, 34th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10004 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | CFRA UK Limited | | |
| Street Address: | One New York Plaza, 34th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10004 | | |
| Entity Type: | limited company: UNITED KINGDOM | | |
| Name: | CFRA HK Limited | | |
| Street Address: | One New York Plaza, 34th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10004 | | |
| Entity Type: | limited company: HONG KONG | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1561343 | MARKETSCOPE | |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 0230932 | THE OUTLOOK |

CORRESPONDENCE DATA

Fax Number: 2158648999

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.

Phone: 215.864.8352

Email: shorem@ballardspahr.com

Correspondent Name: Michael S. Shore

Address Line 1: Ballard Spahr LLP

Address Line 2: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Michael S. Shore |
| SIGNATURE: | /Michael S. Shore/ |
| DATE SIGNED: | 03/03/2017 |

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Assignment Agreement**”) is entered into and made effective as of this 1st day of October, 2016, among Accounting Research & Analytics, LLC d/b/a CFRA Research, a Delaware limited liability company, CFRA UK Limited, a U.K. limited company and CFRA HK Limited, a Hong Kong limited company (collectively, the “**Assignee**”) and the following assignors: ; Standard & Poor’s Investment Advisory Services, LLC, a Delaware limited liability company; S&P Global Research Europe Limited, a U.K. limited company; Standard & Poor’s Investment Advisory Services (HK) Limited, a Hong Kong limited company and S&P Global Market Intelligence, Inc., a Delaware corporation (collectively, “**Assignors**”). All capitalized words and terms used in this Assignment Agreement and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignors own certain right, title, and interest in and to the Intellectual Property to be transferred to Assignee pursuant to Section 2.01(d) of the Asset Purchase Agreement, including, but not limited to, the Intellectual Property set forth on Schedule 2.01(d) of the Asset Purchase Agreement (hereinafter, individually and collectively, the “**Intellectual Property Assets**”); and

WHEREAS, pursuant to an Asset Purchase Agreement entered into among Assignee and Assignors and other parties as of September 6, 2016 (the “**Asset Purchase Agreement**”), Assignee desires to acquire the Intellectual Property Assets from Assignors, and Assignors desire to effect such acquisition on the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the respective representations, warranties, and agreements contained in the Asset Purchase Agreement and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment.

On the basis of the representations, warranties, and agreements contained in the Asset Purchase Agreement, and subject to the terms and conditions of this Assignment Agreement, Assignors hereby assign and transfer to Assignee and to Assignee’s legal representatives, successors, and assigns, Assignors’ entire right, title, interest, duties, and obligations arising from, or relating to, the Intellectual Property Assets, including, but not limited to, any patent or trademark or other Intellectual Property rights, along with the goodwill associated therewith and the right to sue for past, present, or future infringement. Assignee hereby accepts all such right, title, and interest and assumes all of the duties and obligations of Assignors arising in connection with, or relating to, the Intellectual Property Assets from and after the date hereof.

Section 2. Further Actions.

Assignors will, at any time upon request, without further or additional consideration but at the expense of Assignee, execute such additional assignments and other writings, and do such additional reasonable acts as said Assignee may deem necessary or desirable, to perfect the Assignee’s enjoyment of this grant.

Section 3. Terms of the Asset Purchase Agreement.

The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

Section 4. Miscellaneous.

(a) **Availability of Equitable Remedies.** Since a breach of the provisions of this Assignment Agreement could not adequately be compensated by money damages, any party shall be entitled, in addition to any other right or remedy available to it, to seek an injunction restraining such breach or a threatened breach and to specific performance of any such provision of this Assignment Agreement.

(b) **Modification.** This Assignment Agreement may be modified only by a written instrument duly executed by each party hereto.

(c) **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested or delivered against receipt to the party to whom it is to be given at the address of such party set forth in Section 14.08 of the Asset Purchase Agreement (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 4(c)) with a copy to each of the other parties hereto. Any notice or other communication given by certified mail (or by such comparable method) shall be deemed given at the time of certification thereof (or comparable act), except for a notice changing a party's address which will be deemed given at the time of receipt thereof.

(d) **Waiver.** Any waiver by any party of a breach of any provision of this Assignment Agreement must be in writing and shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Assignment Agreement. The failure of a party to insist upon strict adherence to any term of this Assignment Agreement on one or more occasions will not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Assignment Agreement.

(e) **No Third Party Beneficiaries.** This Assignment Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Assignment.

(f) **Severability.** If any provision of this Assignment Agreement is invalid, illegal, or unenforceable, the balance of this Assignment shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other


persons and circumstances.

(g) **Counterparts; Governing Law.** This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument binding on the parties. This Assignment Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of New York without giving effect to any choice of law provision or rule (whether of the State of New York or any other jurisdiction).

[signatures on the following page]

IN WITNESS WHEREOF, the parties have duly executed this Assignment Agreement as of the date first written above.

**Accounting Research & Analytics, LLC
d/b/a CFRA Research**

By: 
Name: Peter de Boer
Title: CEO & President

CFRA UK Limited

By: 
Name: Peter de Boer
Title: Director

CFRA HK Limited

By: 
Name: Peter de Boer
Title: Director

**Standard & Poor's Investment Advisory
Services, LLC**

By: _____
Name:
Title:

S&P Global Research Europe Limited

By: _____
Name:
Title:

**Standard & Poor's Investment Advisory
Services (HK) Limited**

By: _____
Name:
Title:

S&P Global Market Intelligence Inc.

By: _____
Name:
Title:

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Assignment Agreement as of the date first written above.

Accounting Research & Analytics, LLC
d/b/a CFRA Research

By: _____
Name:
Title:


CFRA UK Limited

By: _____
Name:
Title:

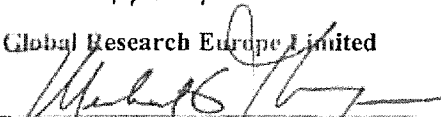
CFRA HK Limited

By: _____
Name:
Title:

Standard & Poor's Investment Advisory
Services, LLC

By: 
Name: MICHAEL G THOMPSON
Title: CHAIRMAN, SPIAS

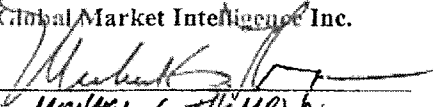
S&P Global Research Europe Limited

By: 
Name: MICHAEL G THOMPSON
Title: CEO, S&P GLOBAL RESEARCH LTD

Standard & Poor's Investment Advisory
Services (HK) Limited

By: _____
Name:
Title:

S&P Global Market Intelligence Inc.

By: 
Name: MICHAEL G THOMPSON
Title: MANAGING DIRECTOR,

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Assignment Agreement as of the date first written above.

**Accounting Research & Analytics, LLC
d/b/a CFRA Research**

By: _____
Name:
Title:

CFRA UK Limited

By: _____
Name:
Title:

CFRA HK Limited

By: _____
Name:
Title:


**Standard & Poor's Investment Advisory
Services, LLC**

By: _____
Name:
Title:

S&P Global Research Europe Limited

By: _____
Name:
Title:

**Standard & Poor's Investment Advisory
Services (UK) Limited**

By: 
Name: MARC ANTHONISEN
Title: DIRECTOR

S&P Global Market Intelligence Inc.

By: _____
Name:
Title:

[Signature Page to IP Assignment Agreement]

**Trademark Report By Mark
MARKETSCOPE and THE
OUTLOOK**

| COUNTRY | FILE | APP | REG | REG | STATU | CLASSES |
|---------|------|-----|-----|-----|-------|---------|
| Y | D | # | DT | # | S | |

MARKETSCOPE

CANADA 5/10/1990 657390 10/4/2001 TMA551954 REGISTERED (1), (2)

OWNER: Standard & Poor's Financial Services LLC

| CLASS | DESCRIPTION |
|-------|-------------|
|-------|-------------|

- (2) Computerized information services for financial and investment advisory information.
- (1) Printed matter namely books, magazines and periodicals giving financial and investment advisory information.

CANADA 11/14/1986 572973 8/26/1988 TMA344199 REGISTERED NA

OWNER: Standard & Poor's Financial Services LLC

| CLASS | DESCRIPTION |
|-------|-------------|
|-------|-------------|

- NA Marketing information services, namely consumer research, geodemographic analyses and market share management services.

CANADA 11/17/1986 572893 4/21/1989 TMA354924 REGISTERED NA

OWNER: Standard & Poor's Financial Services LLC

| CLASS | DESCRIPTION |
|-------|-------------|
|-------|-------------|

- NA Marketing information services, namely consumer research, geodemographic analyses and market share management services with respect to retail sales and advertising.

EUROPEAN UNION 4/15/2010 9031221 9/14/2010 9031221 REGISTERED 09, 35, 36

OWNER: Standard & Poor's Financial Services LLC

| CLASS | DESCRIPTION |
|-------|-------------|
|-------|-------------|

- 09 Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.
- 35 Advertising; business management; business administration; office functions.
- 36 Insurance; financial affairs; monetary affairs; real estate affairs.

ISRAEL 8/24/1995 100292 1/5/1997 100292 REGISTERED 36

OWNER: Standard & Poor's Financial Services LLC

| CLASS | DESCRIPTION |
|-------|-------------|
|-------|-------------|

| | |
|----|--|
| 36 | On-line computerized services providing financial, business and investment advisory information. |
|----|--|

JAPAN 7/31/1992 148185/92 1/31/1995 3021397 REGISTERED 36

OWNER: Standard & Poor's Financial Services LLC

| CLASS | DESCRIPTION |
|-------|-------------|
|-------|-------------|

| | |
|----|---|
| 36 | Information services relating to stock market, information services relating to financial affair of companies, and information services relating to finances and investments. |
|----|---|

JAPAN 5/1/1990 48600/90 9/30/1993 2576054 REGISTERED 09

OWNER: Standard & Poor's Financial Services LLC

| COUNTR | REFERENCE | FILE | APP | REG | REG | STATU | CLASSES |
|--------|-----------|------|-----|-----|-----|-------|---------|
| Y | # | D | # | DT | # | S | |

| CLASS | DESCRIPTION |
|-------|-------------|
|-------|-------------|

09 Information distributed by means of floppy disc or cd rom.

UNITED KINGDOM 4/30/1990 1424229 10/16/1992 1424229 REGISTERED 36
 OWNER: Standard & Poor's Financial Services LLC

| CLASS | DESCRIPTION |
|-------|-------------|
|-------|-------------|

36 Computerized services providing financial and investment advisory information.

UNITED STATES 1/3/1989 73/773,146 10/17/1989 1,561,343 REGISTERED 36
 OWNER: Standard & Poor's Financial Services LLC

36 Computerized information services for financial and investment advisory information

THE OUTLOOK

UNITED STATES 4/15/1927 71/247,490 8/9/1927
 230,932 REGISTERED 16
 OWNER: Standard & Poor's Financial Services LLC
 16 Periodical

c) END OF REPORT