

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421308

<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>
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
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Accounting Research & Analytics, LLC d/b/a CFRA Research		
<b>Street Address:</b>	One New York Plaza, 34th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	CFRA UK Limited		
<b>Street Address:</b>	One New York Plaza, 34th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	limited company: UNITED KINGDOM		
<b>Name:</b>	CFRA HK Limited		
<b>Street Address:</b>	One New York Plaza, 34th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	limited company: HONG KONG		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1761283	STARS	

TRADEMARK

**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

<b>NAME OF SUBMITTER:</b>	Michael S. Shore
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<b>SIGNATURE:</b>	/Michael S. Shore/
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<b>DATE SIGNED:</b>	03/28/2017
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**Total Attachments: 7**

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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 1<sup>st</sup> 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

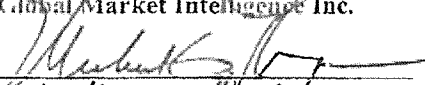
S&P Global Research Europe Limited

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:

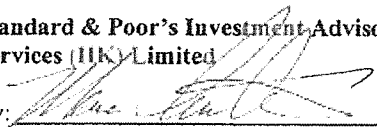
**Standard & Poor's Investment Advisory  
Services, LLC**

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

**S&P Global Research Europe Limited**

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

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

By:   
Name: *MARC ANTHONISEN*  
Title: *DIRECTOR*

**S&P Global Market Intelligence Inc.**

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

[Signature Page to IP Assignment Agreement]



Schedule to Intellectual Property Assignment Agreement

Mark

Registration No.

STARS

1761283