

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424214

<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>
Experian Limited		03/31/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Experian Technology Limited		
<b>Street Address:</b>	The Sir John Peace Building		
<b>Internal Address:</b>	Experian Way NG2 Business Park		
<b>City:</b>	Nottingham, Nottinghamshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	NG80 1ZZ		
<b>Entity Type:</b>	Corporation: ENGLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87265761	EXPERIAN	
<b>Serial Number:</b>	87265777	E	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122220818		
<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>	312.222.5794		
<b>Email:</b>	jhbrown@michaelbest.com		
<b>Correspondent Name:</b>	Jeffrey H. Brown		
<b>Address Line 1:</b>	Michael Best & Friedrich LLP		
<b>Address Line 2:</b>	444 W. Lake Street, Suite 3200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	017721-9644-001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Jeffrey H. Brown		
<b>Address Line 1:</b>	Michael Best & Friedrich LLP		
<b>Address Line 2:</b>	444 W. Lake Street, Suite 3200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		

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<b>NAME OF SUBMITTER:</b>	Jeffrey H. Brown
<b>SIGNATURE:</b>	/jeffrey h brown/
<b>DATE SIGNED:</b>	04/19/2017
<b>Total Attachments: 6</b> source=20871536_Assignment_from_Experian_Limited_to_Experian_Technology_Limited#page1.tif source=20871536_Assignment_from_Experian_Limited_to_Experian_Technology_Limited#page2.tif source=20871536_Assignment_from_Experian_Limited_to_Experian_Technology_Limited#page3.tif source=20871536_Assignment_from_Experian_Limited_to_Experian_Technology_Limited#page4.tif source=20871536_Assignment_from_Experian_Limited_to_Experian_Technology_Limited#page5.tif source=20871536_Assignment_from_Experian_Limited_to_Experian_Technology_Limited#page6.tif	



## Experian Group IP Assignment Deed: Agreement Schedule

Agreement Reference Number:

Parties	Full Corporate Name	Registered Office (or if applicable principal place of business)	Company Registration Number (if applicable)
"Assignor"	Experian Limited	The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ	553331
"Assignee"	Experian Technology Limited	The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ	3978991

### Agreement Formation and Information

The Agreement between the Assignor and Assignee shall comprise:

- \* this Agreement Schedule; and
- \* the Experian Group IP Assignment Terms version 4.01 ("the Terms and Conditions"). The Terms and Conditions are available on request.

This Agreement shall take effect on 31 March 2017.

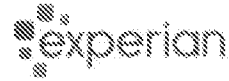
The following amendments to the Terms and Conditions shall apply in this Agreement:

- \* The definition of "Materials" shall be deleted;
- \* The words "related to the Materials, including those in and/or embodied in the Materials" shall be deleted from the definition of "Assigned Rights";
- \* The words "in the Materials" shall be deleted from the definition of "Copyright";
- \* The words "The patentable subject matter in the subject matter described in the Materials, including" shall be deleted from the definition of "Patents";
- \* The words "The trade-marks used in conjunction with the subject matter of the Materials, including" shall be deleted from the definition of "Trade Marks";
- \* The definition of "Payment" shall be deleted;
- \* The words "in consideration of the Payment," shall be deleted from clause 1.1, and "throughout the world" shall be replaced by "in the United States of America";
- \* Clause 1.2 shall be deleted;
- \* The words "and/or Materials" shall be deleted from clause 1.1.2;
- \* Clauses 2 and 3 shall be deleted; and
- \* Clause 5.2 shall be deleted.

On 12 December 2016, at the expense of the Assignee, the Assignor applied for the Trade Marks in the United States jointly with Experian Information Solutions, Inc.

The Assignee intends to enter into a joint ownership agreement with Experian Information Solutions, Inc. as soon as reasonably practicable.

The Assignor and Assignee agree that the Assignee shall assign its rights in the Trade Marks to the Assignee.



Trade Marks					
Trade Mark	Country	Status	Applicant	Filing Date	Application No
	United States of America	Pending	Experian Limited & Experian Information Solutions, Inc.	12-Dec-2016	87265761
	United States of America	Pending	Experian Limited & Experian Information Solutions, Inc.	12-Dec-2016	87265777

**Execution of this Agreement**

The parties execute this Agreement as a Deed.

Where any party to this Agreement has its place of incorporation outside of the United Kingdom, it warrants that the signatory is acting under the authority of the party and in accordance with the laws of the territory in which that party is incorporated.

Sign below to indicate agreement to the contents of this Schedule and to the Terms and Conditions		
	Assignor	Assignee
Signature of authorised signatory		
Name	Julia Cattanach	Andrew Mills
Position	Director	Director
Date	31 March 2017	31 March 2017
Witness name		
Witness address	Riverleen House, Electric Avenue, Nottingham NG80 1RH, UK	Riverleen House, Electric Avenue, Nottingham NG80 1RH, UK
Witness occupation		
Signature of witness		

Experian Information Solutions, Inc. acknowledges that:	
	<ul style="list-style-type: none"> <li>as a result of this Agreement, it now owns the Trade Marks jointly with Experian Technology Limited, and</li> <li>it intends to enter into a joint ownership agreement with the Assignee as soon as reasonably practicable.</li> </ul>
Signature of authorised signatory of Experian Information Solutions, Inc.	
Name	DAVID STRAUSS
Position	Asst. Secretary

**EXPERIAN GROUP IP ASSIGNMENT TERMS**

**1. ASSIGNMENT**

1.1. In consideration of the Payment, the Assignor assigns to the Assignee absolutely with full title guarantee all right, title and interest, throughout the world, in and to the Assigned Rights, including:

1.1.1. the absolute entitlement to any registrations granted pursuant to, or derived from, any of the applications comprised in the Patents, Copyright, Designs and Trade Marks;

1.1.2. all inventions and improvements disclosed in the Assigned Rights and/or Materials as well as any improvements to them, whether conceived and/or reduced to practice alone or jointly with anyone else;

1.1.3. all tangible property embodying or describing any Assigned Rights, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, software, computer programs and data, and the like, to be delivered immediately upon request;

1.1.4. all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered and/or used; and

1.1.5. the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief and all remedies (and to retain any damages recovered) in respect of any infringement, or any other cause of action for all rights relating to any of the Assigned Rights, for and during the existence of any such rights and all renewals and extensions of them, whether occurring before, on, or after the date of this Agreement.

1.2. The Assignor shall deliver up the Materials to the Assignee and shall procure, to the extent permitted by applicable law, the unconditional and irrevocable waiver of any moral or similar rights arising in any jurisdiction in connection with any of the Assigned Rights and/or Materials.

**2. WARRANTIES**

2.1. The Assignor warrants that:

2.1.1. it is the sole legal and beneficial owner of, and owns all rights, title and interests in, the Assigned Rights;

2.1.2. it did not engage any other individual or entity, other than its employees working within the scope of their employment to assist in the creation of any of the Assigned Rights and/or Materials;

2.1.3. for each of the applications and registrations comprising the

Patents, Copyright, Designs, Trade Marks and Domain Names, the same are in force and the Assignor is properly registered as the sole applicant or sole registered proprietor, and all application, registration and renewal fees have been paid when due;

2.1.4. it has not licensed any of the Assigned Rights except for any licence granted by the Assignor pursuant to the Prior Transactions;

2.1.5. the Assigned Rights are free from any security interest, option, mortgage, charge, lien or other encumbrance except for any encumbrance made pursuant to the Prior Transactions;

2.1.6. it has not entered into any contract or made any commitment that will or may impair the Assigned Rights;

2.1.7. the Schedule describes the extent to which any Prior Transaction affects the Assigned Rights;

2.1.8. it is unaware of any infringement or likely infringement of any of the Assigned Rights;

2.1.9. So far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there is nothing that might prevent any application comprised in the Patents, Copyright, Designs, Trade Marks or Domain Names proceeding to grant;

2.1.10. so far as it is aware, exploitation or other use of the Assigned Rights shall not infringe the rights (including Intellectual Property Rights) of any third party;

2.1.11. all previous assignments of the applications and registrations comprised in the Patents, Copyright, Designs, Trade Marks and Domain Names are valid and binding and were recorded or otherwise registered within applicable time limits; and

2.1.12. the Materials are its original work and have not been copied wholly, substantially or partly from any other source.

2.2. Each party warrants that it has the full power and authority to enter into this Agreement.

**3. INDEMNITY**

3.1. The Assignor shall fully indemnify and hold the Assignee harmless against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with any breach by the Assignor of this Agreement.

3.2. The indemnity in clause 3.1 shall apply whether or not the Assignee has been negligent or at fault (including in breach of this Agreement).

**4. FURTHER ASSURANCE**

4.1. The Assignor shall, at the Assignor's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of all right, title and interest assigned to the Assignee under this Agreement, including:

4.1.1. the preparation of any applications or registrations relating to the Patents, Copyrights, Designs, Trade Marks or Domain Names, including the signing of any related documents and the making of rightful oaths and declarations;

4.1.2. registration of the Assignee as sole applicant or (as applicable) sole proprietor of the Assigned Rights; and

4.1.3. assisting the Assignee in obtaining, defending and enforcing the Assigned Rights (including any issue as to ownership of the Assigned Rights), providing testimony and assisting with any other proceedings that may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

4.2. The Assignor agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, Assignee's rights granted under this Agreement, or the validity or enforceability of such rights.

**5. TAX AND CURRENCY**

5.1. If any sales, value-added or other similar tax or similar charge is now or later imposed or assessed by any governmental authority for or otherwise in connection with the assignment of the Assigned Rights or the entering into or execution of this Agreement then the Assignee agrees to pay such taxes or charges when invoiced by the Assignor.

5.2. The Assignee shall pay the Payment to the Assignor in the currency denomination set out in the Schedule (unless otherwise indicated in writing by the Assignor).

**6. SEVERABILITY**

6.1. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions of this Agreement and such other provisions shall remain in full force and effect.

6.2. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body but would be valid or enforceable if some part of the provision were deleted, the provision in question shall be treated as having been amended as necessary to make it valid and enforceable.

6.3. In the circumstances referred to in clause 6.1 and if clause 6.2 does not apply, the parties agree to attempt to substitute for any invalid or

unenforceable provision a valid and enforceable provision that achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

**7. GENERAL**

7.1. This Agreement shall be binding on the parties, their successors and assigns, including the officers, agents, employees and heirs and the name of a party appearing in this Agreement shall be deemed to include the names of any such successor or assign.

7.2. If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.

7.3. A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.

7.4. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Subject to the next sentence, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Assignee shall be entitled to take action in a court in any other jurisdiction for the purposes of enforcing this Agreement.

7.5. Variations of this Agreement shall not be effective unless recorded in writing signed by the parties. Variations in electronic form shall not count as variations recorded in writing.

7.6. This Agreement sets out all the terms agreed between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties relating to the same subject matter. Neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement (other than fraudulent misrepresentations) made by it or by any agent or person on its behalf that is not expressly contained in this Agreement.

7.7. The parties agree that nothing in this Agreement shall be construed as creating a right that is enforceable by any person who is not a party to this Agreement or a permitted successor assignee of such a party. Any Group Company acquiring any of the Assigned Rights shall be entitled to enforce this Agreement.

7.8. Nothing in this Agreement is intended to, or shall, operate to:

7.8.1. create a partnership or joint venture of any kind between the Assignee and the Assignor;

7.8.2. authorise either party to act as agent for the other party;

7.8.3. authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.

- 7.9. In this Agreement:
- 7.9.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
- 7.9.2. references to clauses and schedules are to the clauses of and the Schedule to this Agreement;
- 7.9.3. references to any gender includes any other gender and the singular includes the plural and vice versa;
- 7.9.4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- 7.9.5. wherever the words "including", "include", "includes" or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires;
- 7.9.6. the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government or state or agency of a state or joint venture; and
- 7.9.7. references to "the parties" are to the parties to this Agreement and to their respective successors and permitted assignees.
- 7.10. The Schedule forms part of these terms and conditions and shall have the same force and effect as if expressly set out in the body of these terms and conditions.
- 7.11. The contents of the Schedule shall prevail over the contents of these terms and conditions to the extent of any conflict or inconsistency.
- 7.12. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

## 8. DEFINITIONS

Word or Expression	Meaning
Agreement	These terms and conditions and the Schedule
Assigned Rights	All of the Intellectual Property Rights related to the Materials, including those in and/or embodied in the Materials together with the Patents, Copyright, Designs, Trade Marks and Domain Names
Assignee	The party named as the Assignee in this Agreement
Assignor	The party or parties named as the Assignor in this Agreement
Confidential Information	Any and all confidential information that is treated as confidential or secret, including trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or

Word or Expression	Meaning
Copyright	business of the parties and/or to their customers, suppliers, clients or group companies in or on any medium or format and also including technical and non technical data, models and techniques, customer data, formulas, patterns, designs, compilations, computer programs and software, devices, inventions, methods, techniques drawings processes, financial data, financial plans, and lists of actual or potential customers and suppliers. All copyrights, copyright registrations, applications, and copyrightable subject matter, including reproduction rights in the Materials, including all the registrations and applications for registration of copyright, if any, specified in the Schedule
Designs	The registered designs and the registered design applications, if any, specified in the Schedule
Domain Names	The domain names, if any, specified in the Schedule
Group Company	Any subsidiary or holding company of the Assignee, and any subsidiary of a holding company of that company. "Holding Company" and "Subsidiary" shall have the same meanings as their respective definitions in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights
Intellectual Property Rights	The patents, rights to inventions and improvements, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals

<b>Word or Expression</b>	<b>Meaning</b>
	or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world including the Patents, Copyrights, Designs, Trade Marks, and Domain Names
Materials	The software and other materials described in the Schedule
Patents	The patentable subject matter in the subject matter described in the Materials, including the patents and the patent applications, if any, specified in the Schedule, and including all provisional and non-provisional applications of the patents and the patent applications and applications claiming the benefit thereof that have been or may hereafter be filed in any country and all continuations, divisionals, and continuations in parts, and all patents which may be granted on any of the patent applications, and all reissues, re-examinations, and extensions of any of the existing or future patents.
Payment	The consideration amount for the assignment of the Assigned Rights as more particularly described in the Schedule
Prior Transactions	The prior transactions affecting the Assigned Rights as more particularly described in the Schedule
Schedule	The schedule or schedules which describe the subject matter and specific terms relating to this Agreement
Trade Marks	The trade marks used in conjunction with the subject matter of the Materials, including the registered trade marks and the trade mark applications and the unregistered trade marks and trade names and any confusingly similar trade marks, the short particulars of which are set out in the Schedule as well as all income, royalties, and damages due or payable to Assignor after the making of this Agreement with respect to the trade marks, including without limitation, damaged, and payments for past or future infringements and misappropriations of the trade marks: and all rights to sue for past, present and future infringements or misappropriations of the trade marks together with the business associated with the trade marks.