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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM433445

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THOMSON REUTERS CANADA LIMITED		10/03/2016	LIMITED COMPANY: CANADA

RECEIVING PARTY DATA

Name:	CAMELOT UK BIDCO LIMITED
Street Address:	17 DUKE OF YORK STREET
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	SW1Y 6LB
Entity Type:	PRIVATE LIMITED LIABILITY COMPANY: ENGLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	2090555	DERWENT PATENTS CITATION INDEX	

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	06/30/2017

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") dated and effective as of October 3, 2016, is entered into by and between Thomson Reuters Canada Limited, a limited company organized under the laws of the Province of Ontario, Canada with an office at 333 Bay Street, Suite 400, Toronto, ON M5H 2R2("Assignor") and Camelot UK Bidco Limited, a private limited liability company organized under the laws of England and Wales with an office at 17 Duke of York Street London, United Kingdom, SW1Y 6LB ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, pursuant to that certain Stock and Asset Purchase Agreement, dated as of July 10, 2016 (the "Agreement") the Seller Parties (as defined therein) agreed to cause Assignor to assign, transfer and convey to Assignee, among other things, all of Assignor's rights, title, and interest in and to those registered trademarks and trademark registration applications set forth on Schedule A attached hereto (the "Marks").

WHEREAS, in accordance with and subject to the terms of the Agreement, Assignor has agreed to execute this Assignment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

- **Section 1.** <u>Definitions.</u> All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Agreement.
- Section 2. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's rights, title, and interest in, to, and under the Marks, together with the goodwill associated with and symbolized by the Marks and all registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all benefits, privileges, causes of action, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof; (b) claim priority under any applicable law or international convention, (c) bring actions and recover damages for past, present and future infringement or other violation thereof; and (d) grant licenses or other interests therein, provided, however, that this Assignment shall not constitute an assignment, transfer or conveyance to the extent that, if it were to convey, assign or transfer an interest in and to the Marks, it would impair the subsequent lawful and effective execution and recordation of a necessary country-specific form of assignment.
- **Section 3.** Recording the Assignment. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office and at corresponding agencies in relevant jurisdictions to record this Assignment and record Assignee as the owner of the Marks and to issue any and all Mark registration to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same.
- Section 4. Stock and Asset Purchase Agreement Governs. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations set forth in the Agreement, if any, nor shall this Assignment expand or enlarge any remedies under the Agreement.

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Section 5. Counterparts. This Assignment may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

Section 6. Governing Law. This Assignment, the negotiation, execution or performance of this Agreement and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the Laws of the State of New York, without reference to its conflicts of law principles.

Section 7. <u>Further Assurances.</u> Assignor shall provide Assignee and its successors and assigns reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all country specific forms of assignment, affidavits, declarations, oaths, exhibits, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register or maintain the rights assigned herein.

[Signature page follows.]

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IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Assignment as of the date first written above.

"Assignor"

Thomson Reuters Canada Limited

a limited company under the laws of the Province of Ontario, Canada

Name: Paula R. Monaghan

Title:

President & Secretary

Address: 333 Bay Street, Suite 400, Toronto ON M5H 2R2

[Signature to Assignment of Trademarks]

"Assigner"

Cannelot UK Bideo Limited a private limited liability company organized under the laws of England and Wales

🥍 Name:

Title: Director

Address: 17 Duke of York Street

Lordon, United Kängdom, SWIY 6LB

Schedule A

Trademark Registrations and Applications

Mark Name	Application No.	Registration No.	Country	Class
COMPU-MARK	45135700	TMA263351	Canada	09, 16, 35, 41, 42
DERWENT	1,159,090	654,476	Canada	09, 16, 42
DERWENT ANALYTICS	1158531	654,088	Canada	42
DWPI FIRSTVIEW	1,191,473	627,842	Canada	NC
OPINION BUILDER	1,356,620	TMA721,809	Canada	NC
SAEGIS	842,885	TMA544537	Canada	NC
SERION	1439468	788494	Canada	NC
SERION	1,375,402	TMA734,229	Canada	NC
TM go365	1,768,900		Canada	NC
BIND	2226611	2226611	Community Trademark	42
BASICBIOSIS	75,096,324	2,069,274	United States	42
BIOSCAN	74,728,789	1,985,865	United States	16
BIOSIS AUTHOR CONNECT	77,732,303	3,926,344	United States	35
BIOSIS PREVIEWS	73,194,379	1,147,093	United States	9
BIOWORLD	85960103	4,474,788	United States	16, 41
BRANDJACKING INDEX	77,167,567	3,591,980	United States	16
CC	75,157,034	2,132,028	United States	42
CC CONNECT	75,334,306	2,324,797	United States	42
CCR		1,161,846	United States	42
CORTELLIS	86883240		United States	36, 42, 44, 45
CURRENT CHEMICAL REACTIONS	73,206,801	1,164,184	United States	42
CURRENT CONTENTS	72,044,459	671,569	United States	16
CURRENT CONTENTS	75,140,125	2,145,765	United States	09, 42
CURRENT CONTENTS CONNECT	75,334,325	2,324,799	United States	42
CURRENT CONTENTS ON DISKETTE	73,780,397	1,573,044	United States	9
DERWENT	76,580,699	3,005,481	United States	42
DERWENT PATENTS CITATION INDEX	75,040,311	2,090,555	United States	42

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Mark Name	Application No.	Registration No.	Country	Class
EARLY WARNING SYSTEM	78,484,671	3,399,398	United States	35
IDENTITY TRACKER	78,510,123	3,345,136	United States	35
INCITES	85932500	4,582,738	United States	42
JOURNAL CITATION REPORTS	72,460,784	1,006,077	United States	16
MAKING THE INTERNET SAFE FOR BUSINESS	77,193,181	3,614,380	United States	35, 42, 45
MARKMONITOR	78,082,511	2,669,208	United States	42
MARKMONITOR	77,083,574	3,338,356	United States	42
METABASE	85008483	3,876,885	United States	9
METACORE	85008462	3,876,879	United States	42
METADRUG	85008603	3,876,898	United States	42
METAMINER	85008473	3,876,882	United States	42
NEWPORT PREMIUM	77,567,413	4,067,563	United States	35, 42, 45
NEWPORT SOURCING	77,567,400	4,067,562	United States	35, 42, 45
PROTECTING BRANDS IN THE DIGITAL WORLD	85600478	4,523,531	United States	45
QUICKTOOLS	78,035,733	2,573,795	United States	42
RISKSMART	78,198,301	3,245,303	United States	09, 42
SAEGIS	77,013,631	3,337,940	United States	41, 45
SCHOLARONE	76,017,595	2,737,328	United States	42
SERION	77,304,939	3,517,798	United States	45
SERION	77,739,083	3,774,270	United States	41
TM go365	86916234		United States	41, 45
WEB OF KNOWLEDGE	86029533	4,669,599	United States	42
WEB OF SCIENCE	77,858,522	3,806,458	United States	42
WEB OF SCIENCE AUTHOR CONNECT	77,732,313	3,926,345	United States	42
ZOOLOGICAL RECORD	78,516,677	3,128,763	United States	42
ZOOLOGICAL RECORD ONLINE	73,704,855	1,501,158	United States	9