

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457653

<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>
Prime Publications Limited		04/30/2010	Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IHS Global Limited		
<b>Street Address:</b>	Willoughby Road		
<b>City:</b>	Bracknell, Berkshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	RG12 8FB		
<b>Entity Type:</b>	Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3264243	FAIRPLAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<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>	6127667000		
<b>Email:</b>	tmmpls@faegrebd.com		
<b>Correspondent Name:</b>	Dianna Gould/Sarah House		
<b>Address Line 1:</b>	90 South Seventh Street		
<b>Address Line 2:</b>	2200 Wells Fargo Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	479527.382804		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Faegre Baker Daniels LLP		
<b>Address Line 1:</b>	90 South Seventh Street		
<b>Address Line 2:</b>	2200 Wells Fargo Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Sarah M. House		
<b>SIGNATURE:</b>	/Sarah M House/		

OP \$40.00 3264243

**DATE SIGNED:**

01/11/2018

**Total Attachments: 11**

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DATED 30 April 2010

(1) IHS GLOBAL LIMITED

- and -

(2) PRIME PUBLICATIONS LIMITED

**INTER-GROUP AGREEMENT**

relating to

the sale and purchase of the Business and  
Assets of Prime Publications Limited

THIS AGREEMENT is made on

2010

**BETWEEN**

- (1) **IHS GLOBAL LIMITED**, (company number 00788737) a company incorporated in England and Wales, whose registered office is at Willoughby Road, Bracknell, Berkshire RG12 8FB ("**Purchaser**"); and
- (2) **PRIME PUBLICATIONS LIMITED** (company number 01412757) a company incorporated in England and Wales, whose registered office is at Lombard House, 3 Princes Way, Redhill, Surrey RH1 1UP ("**Vendor**");

**BACKGROUND**

As part of a reorganisation of the trading activities within the group of companies comprising the Vendor and the Purchaser, the Vendor has agreed to sell and the Purchaser has agreed to purchase the trade, business and assets of the Vendor for the consideration and otherwise upon the terms and conditions set out in this agreement.

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this agreement the following words and expressions shall (except where the context otherwise requires) have the following meanings:

"**Assets**" means all the assets, contracts and rights owned or used in connection with the Business which are to be sold and purchased hereunder.

"**Business**" means the business of the Vendor and any other trade or business (whether ancillary thereto or not) carried on at the Effective Date by the Vendor.

"**Business Day**" means a day other than a Saturday or Sunday on which banks are open for business in London.

"**Completion**" means completion of this agreement in accordance with its terms.

"**Contracts**" means all contracts entered into by the Vendor in connection with its business and subsisting but uncompleted or ongoing (including contracts part performed and those not commenced) on the Effective Date.

**"Effective Date"** means the close of business on 30<sup>th</sup> April 2010.

**"Excluded Assets"**: the property, rights and assets of the Business set out in clause 2.3.

**"Excluded Liabilities"** means those liabilities which are not to be assumed by the Purchaser, if any set out in clause 2.3.

**"Intellectual Property"** includes patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights, design rights, rights affording equivalent protection to copyrights, database rights and design rights, topography rights, trade marks, service marks, business names, trade names, moral rights, registration of an application to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country, rights in the nature of unfair competition rights and rights to sue for passing off.

**"Liabilities"** means all debts and liabilities of the Vendor both actual and contingent as at the Effective Date in connection with the Business (including but not limited to the aggregate amount owed to trade creditors and other creditors of the Business) other than the Excluded Liabilities.

**"Stock"** means the stock-in-trade of finished and unfinished goods, raw materials and work in progress owned by the Vendor for the purposes of the Business as at the Effective Date (including items which although supplied to the Vendor under reservation of title by the suppliers are under the control of the Vendor).

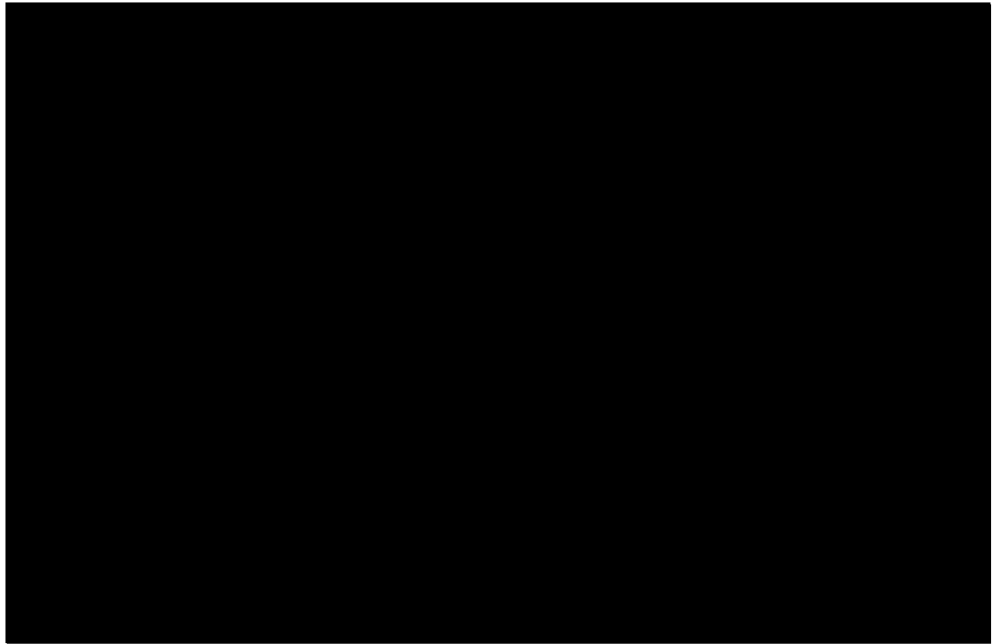
- 1.2 Words incorporating the masculine gender also include the feminine and neuter genders and words incorporating the singular number also include the plural and vice versa.
- 1.3 Unless otherwise stated references to clauses and schedules are to the clauses and schedules of and to this agreement. The schedules form part of this agreement.
- 1.4 The index and clause headings are for ease of reference only and do not affect the construction or interpretation of this agreement.

1.5 The "**agreed form**" in relation to a document means the form agreed between the parties to this agreement and for the purposes of identification only initialled by or on behalf of the parties.

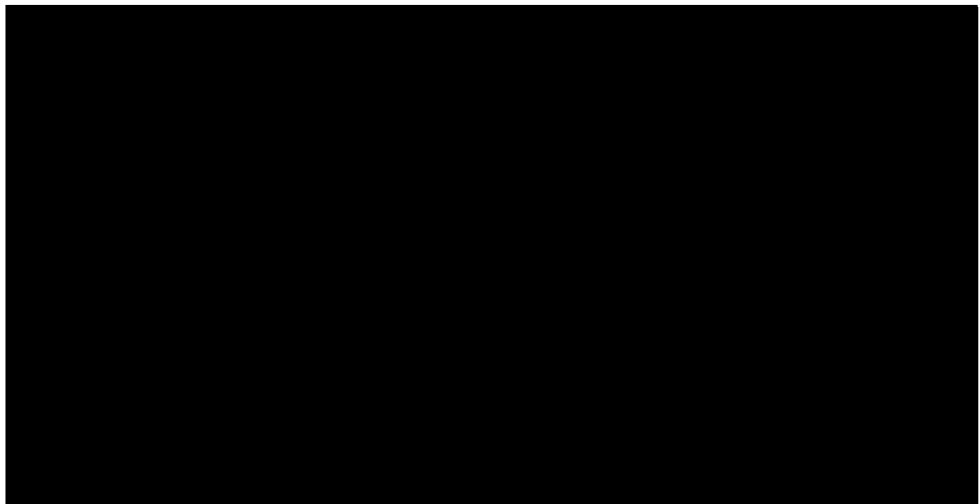
**2. SALE AND PURCHASE OF BUSINESS**

2.1 The Vendor shall sell and the Purchaser shall purchase the Business as a going concern together with all of the Assets on and with effect from the Effective Date.

2.2 The Assets comprised in the sale and purchase hereby agreed are as follows:



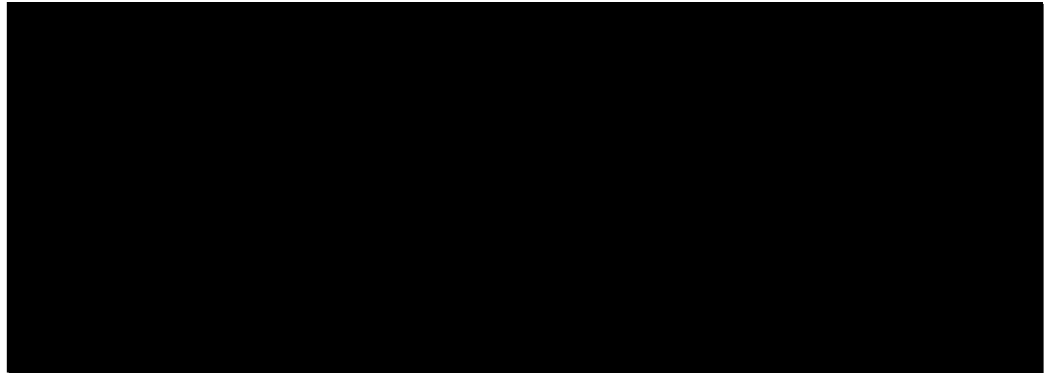
2.2.6 the Intellectual Property;



2.3 The Excluded Assets and Excluded Liabilities listed below shall be excluded from the sale under this Agreement:

- None

**3. PURCHASE PRICE**



**4. ASSUMPTION OF LIABILITIES**

On and with effect from the Effective Date the Purchaser shall pay, satisfy and discharge the Liabilities and shall indemnify and hold harmless the Vendor from and against all and any costs, proceedings, claims, damages, demands and other liabilities of whatsoever nature which may be incurred or suffered by the Vendor in connection therewith.

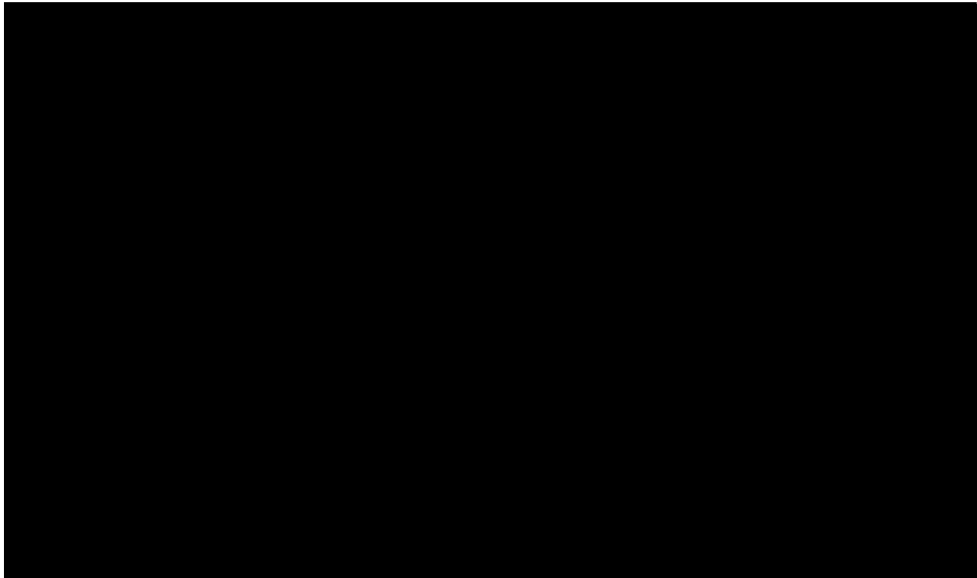
**5. COMPLETION**

Completion of the sale and purchase of the Business and Assets shall take place on the Effective Date whereupon the Vendor shall:

5.1 insofar as it is able to do so permit the Purchaser to assume the conduct of the Business and deliver to the Purchaser or allow the Purchaser to take possession of those of the Assets title to which is capable of passing by delivery;

5.2 deliver to the Purchaser:

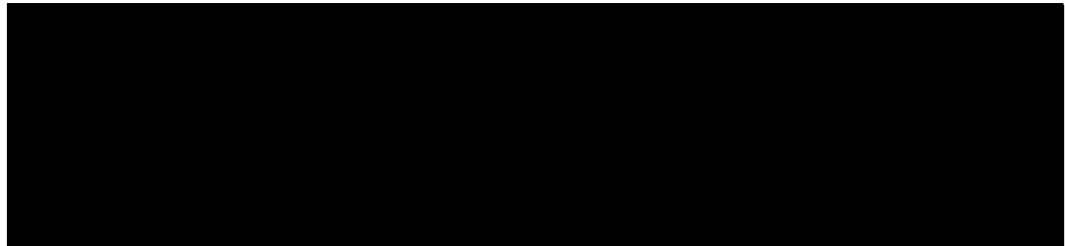
5.2.1 duly executed assignments in the agreed form together with such other documents as the Purchaser may reasonably require to perfect its title to the Assets and any of them;



5.2.6 all conveyances, assignments and instruments of transfer as the Vendor may require for the transfer of all of the Vendor's estate, right, title and interest in the Business and Assets to the Purchaser.

5.3 The Vendor and the Purchaser will cause appropriate entries to be made in their respective accounting records to reflect the sale and purchase of the Business and Assets hereunder.

**6. APPORTIONMENTS**



**7. CONTRACTS**

7.1 Insofar as the benefit of any of the Contracts cannot effectively be transferred to the Purchaser (whether by assignment, novation or otherwise) without the consent of a third party and such consent has not been obtained at or prior to Completion:

7.1.1 the Vendor shall use all reasonable endeavours to obtain such consent as soon as practicable;

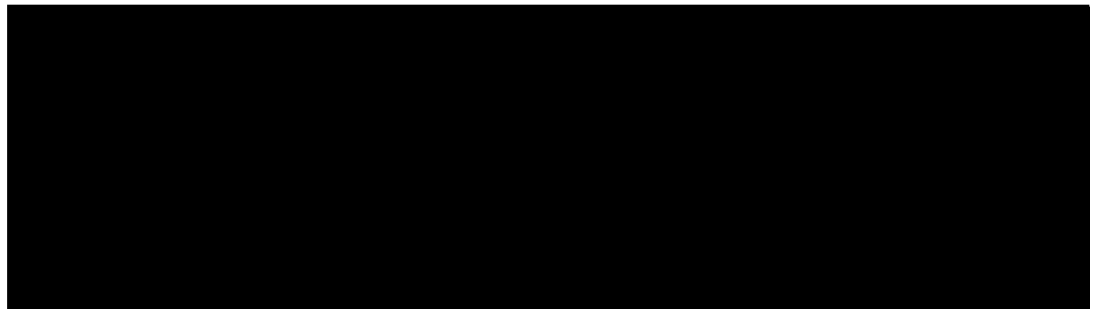


7.1.2 unless and until any such Contract has been transferred to the satisfaction of the Purchaser the Purchaser shall, for its own benefit and to the extent that the Contract in question permits, perform on behalf of the Vendor (but at the Purchaser's expense) all the Vendor's obligations and the Vendor will co-operate with the Purchaser (at the Purchaser's expense) in any reasonable arrangements designed to provide for the Purchaser the benefits under any such Contracts including the enforcement of any and all rights of the Vendor thereunder;

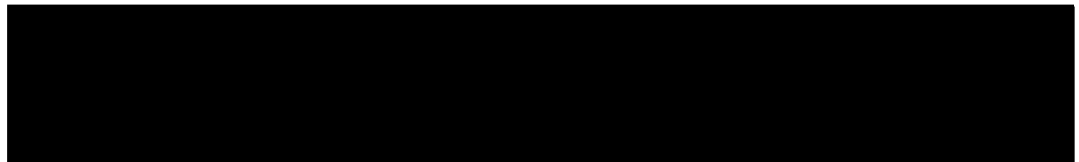
7.1.3 the Purchaser shall indemnify and keep indemnified the Vendor from and against all claims, costs, demands and liabilities of whatsoever nature in connection with such contracts whether such claims relate to events which occurred prior to the Effective Date or thereafter to the intent that the Vendor as and from the Effective Date shall be freed and discharged from the said Contracts;

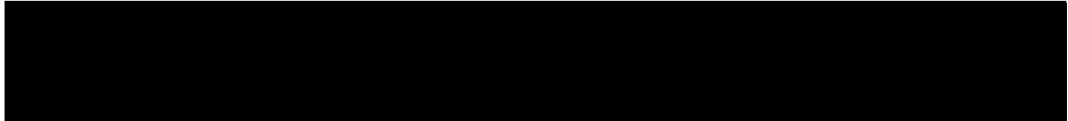
7.1.4 the Purchaser shall if so requested by the Vendor enter into novation agreements with the other parties to any of such Contracts to the intent that thenceforth the Purchaser shall be in a direct contractual relationship with such other parties and the Vendor's obligations in respect of such Contracts shall be at an end.

**8. VALUE ADDED TAX**



**9. BOOK AND OTHER DEBTS**





**10. TITLE**

The Purchaser shall accept without investigation, objection or requisition such title as the Vendor has to the Business and the Assets.

**11. INDEMNITY**

The Purchaser shall indemnify and hold harmless the Vendor from and against all and any costs, proceedings, claims, damages, demands and other liabilities of whatsoever nature which may be incurred or suffered by the Vendor as a consequence of the operation of the Business and the Assets following the Effective Date.

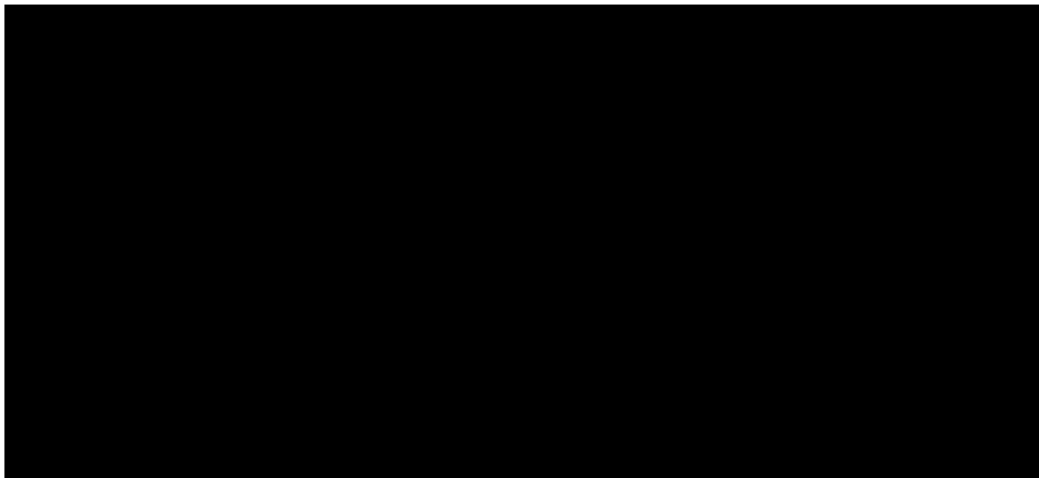
**12. INSURANCE**

The parties shall make all appropriate notifications to the insurers of the Business and the Assets in connection with the sale and purchase hereby agreed with a view to the continuation of the existing insurance cover if the Purchaser shall so request.

**13. FURTHER ASSURANCE**

Upon and at any time after Completion the Vendor shall at the request of the Purchaser do and execute or procure to be done and executed all such acts deeds documents and things as may be necessary to vest the title to the Business and Assets in the Purchaser and to give full effect to this agreement.

**14. ANNOUNCEMENTS**



**15. COSTS**

Each of the parties shall bear and pay its own legal, accountancy and other fees and expenses of and incidental to the preparation and implementation of this agreement and all other documents in the agreed form referred to herein.

**16. ENTIRE AGREEMENT**

16.1 This agreement and any documents in the agreed form contain the entire agreement and understanding of the parties in connection with the subject matter thereof and supersedes and extinguishes all previous agreements between the parties relating to the subject matter hereof and all and any representations and warranties previously given and/or made other than those expressly set forth herein or in any such documents and also other than any misrepresentation or breach of warranty which constitutes fraud.

16.2 In particular (but without prejudice to the generality of the other provisions of this clause) each party acknowledges to the other (to the intent that the other shall execute this agreement and any documents in the agreed form in reliance upon such acknowledgement) that it has not been induced to enter into this agreement and such other documents by nor relied upon any representation or warranty other than the representations and/or warranties expressly set forth in this agreement or in any such document. This acknowledgement shall not apply to any misrepresentations and/or breaches of warranty which constitute fraud.

16.3 Without prejudice to the generality of the other provisions of this clause each party hereby irrevocably and unconditionally waives any right it may have to claim damages or to rescind this agreement and such other documents as aforesaid by reason of any misrepresentation and/or warranty not set forth in this agreement or in any such document (unless such misrepresentation and/or breach of warranty constitutes fraud).

**17. AGREEMENT CONTINUES IN FORCE**

This Agreement shall remain in full force and effect so far as concerns any matter remaining to be performed at Completion and notwithstanding that Completion shall have taken place.

**18. SEVERABILITY**

The invalidity illegality or unenforceability of any provisions of this agreement shall not affect the continuation in force of the remainder of this agreement.

**19. WAIVER**

No waiver by the Purchaser of any breach or non-fulfilment by the Vendor of any provision of this agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision hereof and no failure to exercise or delay in exercising any right or remedy under this agreement shall constitute a waiver thereof. No single or partial exercise of any right or remedy under this agreement shall preclude or restrict the further exercise of any such right or remedy. The rights and remedies of the Purchaser provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

**20. VARIATIONS**

No variation of this agreement or any of the documents in the agreed form shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto.

**21. COUNTERPARTS**

This agreement may be executed in any number of counterparts each of which when executed by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same instrument.

**22. THIRD PARTY RIGHTS**

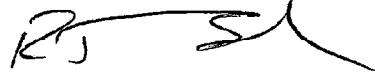
A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**23. GOVERNING LAW**

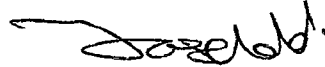
This agreement shall be governed by and construed in accordance with English law and the parties hereby submit for all purposes in connection with this agreement to the exclusive jurisdiction of the English courts.

AS WITNESS the hands of the parties or their duly authorised representatives

Signed by **Robert Smith**  
For and on behalf of **IHS Global Limited**

A handwritten signature in black ink, appearing to be 'RS' followed by a stylized flourish.

Signed by **Jaspal Chahal**  
For and on behalf of **Prime Publications Limited**

A handwritten signature in black ink, appearing to be 'Jaspal Chahal' in a cursive style.