

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RELX INC.		03/26/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CLOUD9 DISCOVERY LLC		
Street Address:	14655 Northwest Fwy #135		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77040		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3241475	CONCORDANCE	
Registration Number:	3432706	PREDISCOVERY	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	14214-45		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	03/26/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made by and between RELX INC., a Massachusetts corporation (the “Assignor”) and CLOUD9 DISCOVERY LLC, a Delaware limited liability company (the “Assignee”). Capitalized terms used herein but not otherwise defined have the respective meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, having the effective date of March 26, 2018 (the “Purchase Agreement”) pursuant to which Assignor agreed to sell and Assignee agreed to purchase, among other things, all of Assignor’s right, title and interest in and to the Acquired Intellectual Property on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, the Acquired Intellectual Property includes the U.S. and foreign registered trademarks and service marks and applications therefor listed on Exhibit A attached hereto (collectively, the “Trademarks”); and

WHEREAS, Assignor and Assignee now desire to enter into this Assignment to evidence the sale to Assignee of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, including the payments made to Assignor pursuant to the Purchase Agreement, Assignor hereby sells, assigns, transfers and delivers to Assignee, and Assignee purchases, acquires and accepts from Assignor, free and clear of all Encumbrances other than Permitted Encumbrances, all of Assignor’s right, title and interest in and to the Trademarks and the goodwill of Assignor associated therewith, together with the right to sue for past infringement with respect to such Trademarks if any there may be.

Assignor authorizes and requests the U.S. Patent and Trademark Office, any foreign trademark office or equivalent thereto, and any other relevant Governmental Authority, to record Assignee as owner of the Trademarks and all of Assignor’s right, title and interest in and to the same, for the sole use and enjoyment of the Assignee, its successors, assigns and other legal representatives.

This Assignment and all of the provisions of this Assignment will be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and permitted assigns. This Assignment is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

This Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which will be deemed an original, and all of which taken together will be considered one and the same agreement. In the event that any signature to this Assignment is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

If any provision of this Assignment or the application of any such provision to any Person or circumstance is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Assignment.

This Assignment may not be amended except in writing signed by each Party.

The interpretation and construction of this Assignment, and all matters relating to this Assignment, will be governed by the laws of the State of Texas applicable to contracts made and to be performed entirely within the State of Texas without giving effect to any conflict of law provisions thereof.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

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

ASSIGNOR:

RELX INC.,
a Massachusetts corporation

By: [Signature]
Name: Kenneth E. Peadar
Title: Senior Vice President, Financial Services

ASSIGNEE:

CLOUD9 DISCOVERY LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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

ASSIGNOR:

RELX INC.,
a Massachusetts corporation


By: _____

Name: _____

Title: _____

ASSIGNEE:

CLOUD9 DISCOVERY LLC,
a Delaware limited liability company

By:  _____

Name: Brad Jenkins

Title: President, CEO & Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

EXHIBIT A

TRADEMARKS						
MARK	CURRENT OWNER	CLASS(ES)	COUNTRY	APP. NO.	REG. NO.	REG. DATE
CONCORDANCE	RELX Inc.	09	Australia	1110846	1110846	Jul 18, 2008
CONCORDANCE	RELX Inc.	09	Canada	1,299,670	TMA727624	Nov 3, 2008
CONCORDANCE	RELX Inc.	09, 42	European Union	5043864	5043864	Sep 25, 2009
CONCORDANCE	RELX Inc.	09	New Zealand	746970	746970	Nov 9, 2006
CONCORDANCE	RELX Inc.	09	United States	78/746,779	3241475	May 15, 2007
PREDISCOVERY	RELX Inc.	41	United States	78/616,139	3432706	May 20, 2008

Exhibit A

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