

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MarkitMakr LLC		12/11/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Informa IP GmbH		
Street Address:	Baarerstrasse		
City:	6300, Zug		
State/Country:	SWITZERLAND		
Entity Type:	Company: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5595928	MARKITMAKR	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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>			
Phone:	312-781-6013		
Email:	chicago.trademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com		
Correspondent Name:	Kathryn Starshak c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	3722828.00064		
NAME OF SUBMITTER:	Kathryn Starshak		
SIGNATURE:	/kathryn starshak/		
DATE SIGNED:	02/13/2019		
Total Attachments: 10			
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS AGREEMENT is made on 11 December 2015 (the "Effective Date")

BETWEEN:

- 1) Informa IP GmbH, a company registered in Switzerland under company number CHE-114.943.931, whose registered office is at Baarerstrasse, 6300 Zug, Switzerland ("IPCo"); and
- 2) MarkitMakr LLC, a company registered in Delaware, USA, whose registered office is at 580 Duck Pond Road Locust Valley NEW YORK 11560, USA, (the "Assignor").

each a "Party", together the "Parties".

RECITALS:

- (A) The Assignor is the legal and beneficial owner of the Assets (as defined below).
- (B) IPCo wishes to acquire all IPRs (as defined below) in the Assets from the Assignor, on the terms of this Agreement.
- (C) The Assignor wishes to assign all IPRs in the Assets to IPCo on the terms of this Agreement.

IT IS AGREED AS FOLLOWS:

I DEFINITIONS

- 1.1 As used in this Agreement, the following terms shall have the following meanings:

"Agreement" means this agreement and the attached Schedules;

"Assets" means the assets described in Schedule 1;

"IPRs" means any: (i) patents, utility models, rights to inventions, design rights, trade marks, service marks, trade names logos and devices, rights in get-up and trade dress, rights in goodwill and to sue for passing off or unfair competition, copyright and related rights, rights in computer software, database rights, performers' property rights, know-how, trade secrets and confidential information (in each case, whether registered or unregistered); (ii) all other intellectual or industrial property rights and similar or equivalent rights or forms of protection anywhere in the world which currently exist or are recognised in the future (in each case, whether registered or unregistered); and (iii) applications, extensions and renewals in relation to any of the rights in (i) or (ii); and

"Moral Rights" means any 'moral' rights of authors which arise in relation to the works they create, wherever in the world such rights arise, including (without limitation) rights of integrity and attribution.

1.2 The headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.

1.3 All references in this Agreement to "Clauses" and "Schedules" are to the clauses and schedules to this Agreement.

2 ASSIGNMENT AND WAIVER

2.1 The Assignor hereby irrevocably assigns to IPCo, with full title guarantee and free from all liens, charges and encumbrances, all IPRs in the Assets throughout the world, together with all renewals, revivals and extensions thereof and together with all rights of action, remedies, powers and benefits relating to such IPRs, including the right to sue for damages for infringement or misuse occurring before the Effective Date.

2.2 The Assignor hereby irrevocably and unconditionally waives, and shall procure that all third parties irrevocably and unconditionally waive, all Moral Rights in the Assets and irrevocably consents to all uses of the Assets in all and any media now known and hereinafter invented.

3 CONSIDERATION

In consideration of the IPRs assigned by the Assignor to IPCo under this Agreement, IPCo shall pay to the Assignor the sum of [REDACTED]

4 WARRANTIES AND UNDERTAKINGS

4.1 The Assignor undertakes and warrants to IPCo that, except in relation to third party software identified in Schedule 2:

4.1.1 it has the right to enter into this Agreement and to assign the IPRs in the Assets to IPCo;

4.1.2 the Assets are the original works of the Assignor and have not been copied in whole or in part;

4.1.3 the Assets do not infringe the IPRs or any statutory or common law rights of any third party;

4.1.4 it is the sole absolute and unencumbered legal and beneficial owner of all IPRs in the Assets;

4.1.5 it is unaware of any infringement or likely infringement of any of the Assets;

4.1.6 the exploitation of the Assets will not infringe the rights of any third party;

4.1.7 it has not assigned any rights, or granted any licences, in relation to the Assets;

4.1.8 no further monies will be payable by IPCo to exercise the IPRs assigned under this Agreement; and

4.1.9 it shall not create any further Assets which would infringe the IPRs that are assigned to IPCo under this Agreement.

4.2 The Assignor hereby indemnifies and agrees to keep IPCo fully indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision all legal costs), expenses, liability, awards and damages of any kind however arising as a result of any breach or non-performance by the Assignor of any of the Assignor's undertakings, warranties or obligations contained in this Agreement. At the request of IPCo and at the Assignor's own expense, it shall provide all reasonable assistance to enable IPCo to resist any claim, action or proceedings brought against IPCo as a consequence of any breach or non-performance by the Assignor of any of the Assignor's undertakings, warranties or obligations contained in this Agreement.

5 EFFECTIVE DATE

This Agreement shall be deemed to have taken effect on the Effective Date.

6 FURTHER ASSURANCE

The Assignor agrees to undertake to do all such things and assign and execute all such documents and deeds as may be reasonably required by IPCo in order to perfect, protect or enforce the IPRs assigned to IPCo under this Agreement throughout the world. The Assignor agrees and undertakes to provide to IPCo (at its request) all reasonable assistance with any proceedings which may be brought by IPCo against any third party, or by any third party against IPCo, relating to the IPRs assigned under this Agreement.

7 GENERAL

7.1 The Parties agree not to disclose the existence, nature and provisions of this Agreement to any third party, except as far as required for the execution of this Agreement or compliance with any applicable law.

7.2 This Agreement and all representations, obligations, undertakings and warranties contained in it shall ensure for the benefit of the successors, licensees and assignees of IPCo.

7.3 This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior agreements, understandings, negotiations and discussions with respect to such subject matter, whether written or oral.

7.4 The failure of either Party to enforce or to exercise at any time, or for any period of time, any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that Party's right later to enforce or to exercise it.

7.5 Any alteration to or variation of this Agreement must be in writing and signed on behalf of each of the Parties by a duly authorised officer.

7.6 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal,

the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

7.7 This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same document.

7.8 This Agreement shall be governed and construed in accordance with the laws of Switzerland. Any disputes arising out of or in connection with this Agreement, including disputes regarding its formation, validity, breach, amendment and termination, shall be finally settled under the current Rules of Arbitration of the International Chamber of Commerce by a majority of three arbitrators appointed in accordance with those rules. The arbitration shall take place in Zurich, Switzerland and the language of arbitration shall be English.

IN WITNESS of which this Agreement has been executed on the date of signature below.

Signed for and on behalf of Informs IP GmbH:

(Signature)

(Name)

(Date)

9/12/15

Signed for and on behalf of the Assignor:

(Signature)

(Name)

(Date)

11/12/15

SCHEDULE I

ASSETS

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[REDACTED]

Part B -- Trademark

Word Mark: MARKITMAKR

Goods and Services: IC 042. US 100 101. G & S: Providing a website featuring technology, namely software as a service (SAAS), featuring software which enables trade show organizers, exhibitors and attendees to display and search products, and to communicate and facilitate business transactions; and software as a service (SAAS) featuring software for marketing services, business data analysis, and analysis of market research data and statistics in connection with trade shows

Serial Number: 86516812

Filing Date: January 28, 2015

Owner: (APPLICANT) MarkitMakr LLC LIMITED LIABILITY COMPANY DELAWARE 580 Duck Pond Road Locust Valley NEW YORK 11560

Attorney of Record: M. Graham Coleman

Type of Mark: SERVICE MARK

Register: PRINCIPAL

Live/Dead Indicator: LIVE

[REDACTED]

[REDACTED]

SCHEDULE 2

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