

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517335

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900485205		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
West Publishing Corporation		01/11/2019	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	United Expert Holdings, LLC		
<b>Street Address:</b>	23425 Slidell Road		
<b>City:</b>	Boyds		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20841		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2426095	ROUND TABLE GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3012302891		
<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>	3012305242		
<b>Email:</b>	evonvorys@shulmanrogers.com		
<b>Correspondent Name:</b>	Eric J. von Vorys		
<b>Address Line 1:</b>	12505 Park Potomac Avenue		
<b>Address Line 2:</b>	Sixth Floor		
<b>Address Line 4:</b>	Potomac, MARYLAND 20854		
<b>ATTORNEY DOCKET NUMBER:</b>	130566.005		
<b>NAME OF SUBMITTER:</b>	Eric J. von Vorys		
<b>SIGNATURE:</b>	/EricJvonVorys/		
<b>DATE SIGNED:</b>	04/04/2019		
<b>Total Attachments: 15</b>			
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April 4, 2019

U.S. Patent and Trademark Office  
Assignment Recordation Branch  
Public Records Division  
USPTO Madison Building  
600 Dulany Street  
Alexandria, VA 22314

RE: Notice of Non-Recordation of Assignment Document  
Our File No. 130566.005  
Document ID: 900485205

Dear Sir or Madam:

This Firm represents United Exert Holdings, LLC ("UEH") in connection with its trademark assignment filing. On February 12, 2019, we filed the attached assignment ("Assignment") of the entire interest and goodwill in Reg. No. 2426095. On March 7, 2019, the Assignment Recordation Branch issued the Notice of Non-Recordation of an Assignment Document because the Assignment document submitted for recording purportedly was not acceptable because the statement "for the goodwill of the business was omitted." UEH resubmits the exact same Assignment document and for the following reasons states that it is acceptable.

The preamble to the Assignment states that "Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in that certain Asset Purchase and Sale Agreement, dated January 11, 2019 and effective as of January 14, 2019, by and between Seller and Buyer (the "Purchase Agreement")." Section 1 of the Assignment states that "Seller hereby sells, assigns, grants, transfers, delivers and conveys to Buyer, its successors and assigns forever, and Buyer hereby purchases, acquires and accepts the Purchased IP Assets, including, without limitation, the Marks and Domain Names identified on Schedule A hereto." Schedule A included the Mark: Reg. No. 2426095.

The term Purchased IP Assets is defined in the Purchase Agreement as: "all intangible rights and property of Seller used and held for use exclusively in the Business, including without limitation, the Purchased Database, all IP Rights of Seller used or held for use exclusively in the Business, including registered Copyrights, Doman Names, Marks, Patents (and applications for any of the foregoing) and other material IP Rights." Finally, the Purchase Agreement defines IP Rights as: "all Intellectual Property rights, including Copyrights, Domain Names, Marks (together with the goodwill of the applicable business symbolized by the Marks), Trade Secrets, . . . ."

While the terms of the Purchase Agreement are highly confidential, UEH herewith submits the relevant pages of the Purchase Agreement as evidence of the defined terms.

Thus, when the filed Assignment said that Seller assigned the Purchased IP Assets, that defined term included all of Seller's IP Rights, which definition included the "Marks (together with the goodwill of the applicable business symbolized by the Marks)." For this reason, the Assignment

document is acceptable because it assigns the Marks together with the goodwill of the applicable business symbolized by the Marks. Accordingly, UEH requests that the Assignment Recordation Branch withdraw the aforementioned Notice of Non-Recordation of Assignment Document.

Please do not hesitate to contact me if you should have any questions, or if you should need anything further.

Sincerely,

SHULMAN, ROGERS, GANDAL,  
PORDY & ECKER, P.A.

By: \_\_\_\_\_

  
Eric J. von Vorhies



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

March 07, 2019

PTAS

ERIC J. VON VORYS  
12505 PARK POTOMAC AVENUE  
SIXTH FLOOR  
POTOMAC, MD 20854



900485205

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The assignment document submitted for recording is not acceptable. The statement for the Goodwill of the business was omitted. see rule .15 U.S.C. §1060(a)

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by Monday, April 8, 2019, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900485205  
Access Code: H0KXTSLKD3FMDSU

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

NICOLE LAWRENCE  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), executed as of January 11, 2019 and effective as of January 14, 2019, is by and between West Publishing Corporation, a Minnesota corporation ("Seller"), and United Expert Holdings, LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are collectively referred to herein as the "Parties" and individually referred to herein as a "Party." Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in that certain Asset Purchase and Sale Agreement, dated January 11, 2019 and effective as of January 14, 2019, by and between Seller and Buyer (the "Purchase Agreement").

### RECITALS:

WHEREAS, pursuant to, and on the terms and subject to the conditions of, the Purchase Agreement, among other things, (i) Seller has agreed to sell, assign, transfer, deliver and convey to Buyer all of Seller's rights, title and interest in and to the Purchased IP Assets; and (ii) Buyer has agreed to purchase, acquire and accept from Seller all of Seller's right, title and interest in and to the Purchased IP Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

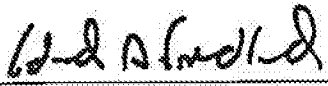
1. Seller hereby sells, assigns, grants, transfers, delivers and conveys to Buyer the Purchased IP Assets to have and to hold the same unto Buyer, its successors and assigns, forever, and Buyer hereby purchases, acquires and accepts the Purchased IP Assets, including, without limitation, the Marks and Domain Names identified on Schedule A hereto, in each case upon the terms and subject to the conditions contained in the Purchase Agreement, as of the Closing.
2. This Assignment shall be subject to the provisions of Article VII of the Purchase Agreement, *mutatis mutandis*.
3. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities set forth in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.
4. Each of the Parties shall execute and deliver, at the reasonable request of the other Party, such additional documents, instruments, conveyances, and assurances, and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated hereby.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

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

SELLER:

WEST PUBLISHING CORPORATION

By: 

Name: EDWARD A. FAIRCLAND

Title: VICE PRESIDENT

BUYER:

UNITED EXPERT HOLDINGS, LLC

By: \_\_\_\_\_

Name:

Title:

*{Signature Page to Intellectual Property Assignment}*

TRADEMARK  
REEL: 006607 FRAME: 0675

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

SELLER:

WEST PUBLISHING CORPORATION

By: \_\_\_\_\_

Name:

Title:

BUYER:

UNITED EXPERT HOLDINGS, LLC

By:  \_\_\_\_\_

Name: Robert Hull

Title: Member

*[Signature Page to Intellectual Property Assignment]*



Schedule A

Marks:

MARK	APPLICATION NO.	REGISTRATION NO.	APPLICATION DATE
Round Table Group	75,571,223	2,426,095	10/15/1998

Domain Names:

DOMAIN NAME
trexpertwitness.com
juryverdictresearch.com
juryverdictresearch.net
roundtablegroup.co.uk
roundtablegroup.com
westlawroundtablegroup.com
westroundtablegroup.com
jvrsoftware.com
svewg.com

## ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (the "Agreement"), dated as of January 11, 2019, and effective as of the Effective Time (as defined herein) on January 14, 2019 (the "Effective Date"), is by and between United Expert Holdings, LLC, a Delaware limited liability company ("Buyer"), and West Publishing Corporation, a Minnesota corporation ("Seller"). Certain capitalized terms used in this Agreement are defined in Exhibit A hereto.

### Recitals:

A. Seller's businesses include, among others, the business of providing expert witness recruiting and placement services in the United States (such expert witness recruiting and placement services in the United States, the "Business")

B. Seller desires to sell certain contracts and other assets related exclusively to the Business to Buyer, and to transfer to Buyer the Assumed Liabilities (as defined herein), and Buyer desires to acquire such contracts and other assets and to undertake, assume and perform the Assumed Liabilities, all on the terms and subject to the conditions hereinafter set forth.

Now, therefore, in consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

## ARTICLE I

### PURCHASE AND SALE OF ASSETS; ASSUMPTION OF CERTAIN LIABILITIES

1.01 **Purchased Assets.** Subject to the terms and conditions of this Agreement, at the Closing, Seller shall transfer, convey, assign and deliver to Buyer, and Buyer shall accept from Seller, free and clear of any and all Liens, other than Permitted Liens, all of the assets, tangible and intangible, held by Seller that are used or held for use exclusively in the Business (the "Purchased Assets"), including the following assets to the extent used or held for use exclusively in the Business, but excluding any Excluded Assets: (i) the Purchased Media; (ii) the Purchased Fixed Assets; (iii) the Customer Information; (iv) the Marketing Materials; (v) the Purchased Software; (vi) the Purchased Database; (vii) the Assigned Agreements; (viii) the Purchased IP Assets; (ix) the Prepaid Expenses; (x) the Purchased Accounts Receivable; (xi) the Business Records; (xii) the Restrictive Covenant Rights; and (xiii) the Business of Seller as a going concern and all of the goodwill associated with the Business.

1.02 **Excluded Assets.** Notwithstanding anything herein to the contrary, the Purchased Assets shall not include any assets of Seller other than those specified in Section 1.01, including without limitation the following (collectively, the "Excluded Assets"):

- (a) all cash and cash equivalents, bank accounts and securities of Seller;
- (b) all accounts receivable of Seller that are not Purchased Accounts Receivable;

**IN WITNESS WHEREOF**, each of the parties hereto has duly executed and delivered this Agreement under seal as of the Effective Date.

**BUYER:**

UNITED EXPERT HOLDINGS, LLC

By: Declassified by:  
Robert Hull (SEAL)  
DocuSign User ID:  
Name: Robert Hull  
Title: Member

**SELLER:**

WEST PUBLISHING CORPORATION

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Agreement under seal as of the Effective Date.

**BUYER:**

UNITED EXPERT HOLDINGS, LLC

By: \_\_\_\_\_ (SEAL)

Name:

Title:

**SELLER:**

WEST PUBLISHING CORPORATION

By: Edward A. Fricolano (SEAL)

Name: EDWARD A. FRICOLANO

Title: Vice President

[Signature Page to Asset Purchase Agreement]

## LIST OF EXHIBITS AND SCHEDULES

Exhibit A	Certain Definitions
Exhibit B	Form of Bill of Sale
Exhibit C	Form of Transition Services Agreement
Exhibit D	Form of Customer and Expert Announcement
Exhibit E	Form of Monitor Suite Subscription Agreement
Schedule 1.01(viii)	Purchased IP Assets
Schedule 1.01(x)	Purchased Accounts Receivable
Schedule 1.04	Non-Consented Assigned Agreements
Schedule 2.05	Estimated Adjusted Purchase Price
Schedule 3.02	Consents
Schedule 3.04(a)	Laws
Schedule 3.04(b)	Governmental Authorizations
Schedule 3.05(a)	IP
Schedule 3.05(b)	Marks and Tradenames
Schedule 3.05(f)	Domain Names
Schedule 3.05(g)(i)	Company Software and Material Off-the-Shelf Software
Schedule 3.05(h)	Exceptions to Assigned IP
Schedule 3.07(b)	Purchased Fixed Assets
Schedule 3.07(c)	Sufficiency of Purchased Assets
Schedule 3.08(a)	Assigned Agreements
Schedule 3.09	Employee Benefit Plans; ERISA
Schedule 3.10(a)	Employees; Labor Matters
Schedule 3.11	Purchased Accounts Receivable/Corresponding Accounts Payable
Schedule 3.14	Financial Information
Schedule 3.16	Open Cases
Schedule 5.03(a)	Eligible Employees
Schedule 5.03(c)	Seller's Bonus Plan
Schedule 5.03(d)	Seller's Severance Plan
Schedule 5.03(e)	Inside Sales Employees

**EXHIBIT A**  
**CERTAIN DEFINITIONS**

Certain capitalized terms used in this Agreement have the respective meanings given to them as set forth below.

**“Adjusted Purchase Price”** shall have the meaning set forth in Section 2.05(c).

**“Adjustment Statement”** shall have the meaning set forth in Section 2.05(c).

**“Adjustment Time”** means 11:59 p.m. local time in New York, New York on December 31, 2018.

**“Affiliate”** shall mean, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with such Person. For purposes of this definition **“control”** means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities, by contract or otherwise.

**“Agreement”** shall have the meaning set forth in the introductory paragraph hereof.

**“Assigned Agreements”** means all of the Seller Contracts listed on Schedule 3.08(a) (but excluding any Seller Contracts on such schedule that are identified as Excluded Assets) and all rights of any nature whatsoever arising out of such Contract.

**“Assumed Liabilities”** shall have the meaning set forth in Section 1.03(a).

**“Bills of Sale”** shall mean the Bill of Sale, Assignment and Agreement in the form of Exhibit B.

**“Business”** shall have the meaning set forth in paragraph A of the Recitals hereof.

**“Business Day”** means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are generally closed for business.

**“Business Records”** means all files, books and records, documents, data, plans, proposals and other recorded knowledge of Seller exclusively relating to the Business, including copies of all Assigned Agreements and, to the extent permitted by applicable Law, and subject to obtaining any consent of the applicable Seller employee (if required by applicable law), copies of all employee-related or employee-benefit related files, records, and personnel files that are described in Section 1.02(h), and all diskettes, user manuals, databases and originals of all Company Software.

**“Buyer”** shall have the meaning set forth in the introductory paragraph hereof.

**“Buyer Indemnified Parties”** shall have the meaning set forth in Section 5.04(a).

**"Independent Accounting Firm"** shall have the meaning set forth in Section 2.05(d).

**"Intellectual Property"** shall mean any and all of the following in any jurisdiction throughout the world: (i) Marks, including trademarks and service marks and all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) Copyrights, including all applications and registrations, and works of authorship, whether or not copyrightable; (iii) Trade Secrets and Know-How; (iv) Patents and Patent applications; (v) Software; (vi) internet domain names ("**Domain Names**") and social media account or user names (including "handles"), whether or not trademarks, all associated web addresses, websites and web pages, and social media sites and pages, and all functionality, content and data thereon or relating thereto, whether or not Copyrights; and (vii) all other intellectual property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing.

**"IP Rights"** means, with respect to a Person, all Intellectual Property rights, including Copyrights, Domain Names, Marks (together with the goodwill of the applicable business symbolized by the Marks), Trade Secrets, Patents, Intellectual Property rights in inventions and discoveries, whether patentable or not and whether reduced to practice or not, Intellectual Property rights in Internet web sites and Intellectual Property rights in Know-How, whether secret or not.

**"Inside Sales Employees"** shall have the meaning set forth in Section 5.03(e).

**"Know-How"** means ideas, designs, concepts, compilations of information, methods, techniques, procedures and processes of Seller exclusively related to the Business, whether patentable or not and whether reduced to practice or not.

**"Knowledge"** or **"to the Knowledge of"** shall mean the actual or constructive knowledge after reasonably inquiry of (a) any of Robert Hull, Russell Rosenzweig, or Chris Chrone, in the case of Buyer, and (ii) any executive officer or vice president who devoted substantive attention to matters of such nature during the ordinary course of his/her employment by Seller.

**"Law"** shall mean any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, order, edict, decree, proclamation, treaty, convention, rule, regulation, permit, ruling, directive, pronouncement, requirement (licensing or otherwise), specification, determination, decision, opinion or interpretation that is, has been or may in the future be issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

**"Liability"** shall mean any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

**"Liens"** shall mean any and all mortgages, deeds of trust, deeds to secure debt, claims, liens, security interests, pledges, escrows, charges, options, easements, leases, other occupancy agreements, restrictions and other encumbrances.

**"Mark"** shall mean any word, name, symbol or device used by a Person to identify its goods or services, whether or not the subject of an application or registration, and any right that may exist to obtain a registration with respect thereto from any Governmental Authority and any rights arising under any such application; and as used in this Agreement, the term **"Mark"** includes all of the foregoing, including trademarks and service marks.

**"Marketing Materials"** shall mean all of Seller's marketing information and any copies thereof, including, without limitation, all market research, product and service feedback, product and service reviews and focus group materials, in each case, in any and all media, and to the extent exclusively related to the Business.

**"Material Adverse Effect"** shall mean any event, occurrence, fact, condition, or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operation, condition (financial or otherwise) or assets of the Business, (b) the value of the Purchased Assets, or (c) the ability of Seller to consummate the transactions contemplated by this Agreement.

**"Net Accounts Receivable"** shall mean (x) the aggregate amount of the Purchased Accounts Receivable, minus (y) the aggregate amount of the Corresponding Accounts Payable as of the Adjustment Time; provided, however, that, for purposes of this calculation, Corresponding Accounts Payable shall only include those Corresponding Accounts Payable which are Assumed Liabilities.

**"Net Open Case Retainer Liability"** shall mean the aggregate Open Cases Retainer Liability less the aggregate Prepaid Expert Retainers, in each case, determined as of the Adjustment Time in accordance with Seller's past practices.

**"Non-Consented Assigned Agreements"** shall have the meaning set forth in Section 1.04.

**"Non-Core Database"** shall mean any information in the Purchased Database other than Core Database. The Non-Core Database includes, without limitation, all information in the Purchased Database relating to any Customer and all information in the Purchased Database related to any expert who has not affirmatively agreed to be bound by Seller's privacy policy and terms of use pursuant to a "click-through" agreement.

**"Object Code"** means computer programming code, substantially or entirely in binary form, which is intended to be directly executable by a computer after suitable processing but without the intervening steps of compilation or assembly.

**"Objection Notice"** shall have the meaning set forth Section 2.05(d).

**"Off-the-Shelf Software"** means any and all commercially available off-the-shelf Software or Software licensed pursuant to a "shrink-wrap" or "click-wrap" license.



**"Prepaid Expenses"** means all rights of the Seller relating to deposits and prepaid expenses, claims for refunds and rights of offset, other than the Tax refunds, in each case, to the extent exclusively related to the Business.

**"Prepaid Expert Retainers"** shall mean retainers paid to experts by Seller or directly by a Customer on or prior to the Closing Date for which the Experts have to deliver services or refund Seller or a Customer and which relate to an Assigned Agreement.

**"Privacy Laws"** means any Law applicable to U.S. residents that relates to, protects or otherwise governs the use or transmission of personally identifiable information.

**"Proceedings"** shall mean all litigations, claims, suits, actions, investigations, indictments or informations, proceedings or arbitrations, grievances or other procedures, including grand jury investigations, actions or proceedings, and product liability and workers' compensation suits, actions or proceedings.

**"Purchased Accounts Receivable"** means the accounts or notes receivable of Seller to the extent exclusively related to the Business, and any security, claim, remedy or other right related to any of the foregoing to the extent exclusively related to the Business, in each case, determined in accordance with GAAP consistently applied by Seller, including, without limitation, those accounts receivable listed on Schedule 1.01(x).

**"Purchased Assets"** shall have the meaning set forth in Section 1.01.

**"Purchased Database"** shall mean Seller's Customer Database and Case Database, together with the Core Database, and Non-Core Database of over 100,000 Experts which contains Customer Information and information about such Experts including, without limitation, profiles, curricula vitae, work history, articles and video content.

**"Purchased Fixed Assets"** means all tangible assets of every type and kind owned, used or held for use by Seller exclusively in the Business, whether owned or leased, including without limitation, furniture, machines, equipment, tools, spare parts, computer hardware, data processing and telecommunications equipment, office equipment, vehicles and other equipment, all contract rights (including any express or implied warranties) with respect thereto, and all maintenance records and other documents relating thereto, in each case, which are located in Seller's facilities or in the home offices of employees or Contractors that work remotely for Seller with respect to the Business.

**"Purchased IP Assets"** means all intangible rights and property of Seller used or held for use exclusively in the Business, including without limitation, the Purchased Database, all IP Rights of Seller used or held for use exclusively in the Business, including the registered Copyrights, Domain Names, Marks, Patents (and applications for any of the foregoing) and other material IP Rights, in each case, set forth on Schedule 1.01(viii).

**"Purchased Laptop"** shall have the meaning set forth in Section 5.03(f).

**"Purchased Marks"** shall mean a Mark which is a Purchased Asset.