

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Informa UK Limited		04/30/2019	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Agra Informa Limited		
Street Address:	5 Howick Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1P1WG		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4248382	ANIMAL PHARM	
Registration Number:	4311350	AGROW	
Registration Number:	2884115	ANIMAL PHARM	
Registration Number:	4174112	F.O. LICHT	
Registration Number:	5302676	AGRASPIRE	
Serial Number:	87420205	IEG VU	
Serial Number:	87420241	IEG POLICY	
Serial Number:	74175634	AGROW	
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		
NAME OF SUBMITTER:	Kathryn Starshak		

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SIGNATURE:	/Kathryn Starshak/
DATE SIGNED:	06/03/2019
Total Attachments: 8 source=Assignment Doc - Informa UK to Agra Informa - signed_1#page1.tif source=Assignment Doc - Informa UK to Agra Informa - signed_1#page2.tif source=Assignment Doc - Informa UK to Agra Informa - signed_1#page3.tif source=Assignment Doc - Informa UK to Agra Informa - signed_1#page4.tif source=Assignment Doc - Informa UK to Agra Informa - signed_1#page5.tif source=Assignment Doc - Informa UK to Agra Informa - signed_1#page6.tif source=Assignment Doc - Informa UK to Agra Informa - signed_1#page7.tif source=Assignment Doc - Informa UK to Agra Informa - signed_1#page8.tif	

This deed is dated 30 April.....2019

PARTIES

(1) **INFORMA UK LIMITED**, a company registered in England under company number 01072954, whose registered office is at 5 Howick Place, London, SW1P 1WG (**Assignor**)

(2) **AGRA INFORMA LIMITED**, a company registered in England under company number 00746465, whose registered office is at 5 Howick Place, London, SW1P 1WG (**Assignee**)

BACKGROUND

- (A) The Assignor is the current listed proprietor of the registered trade marks, details of which are set out in the attached schedule, which forms part of this Confirmatory Assignment (the "**Trade Marks**").
- (B) Under an "Asset Purchase Agreement" between the Parties, effective on or before the date of this Confirmatory Assignment (the "**Main Assignment**"), the Assignor transferred to the Assignee all rights, title, interest and property in and to the Trade Marks (together with all ancillary rights), together with certain knowledge and training assets.
- (C) The Parties wish to confirm the assignment of the Trade Marks upon the terms set out in this Confirmatory Assignment.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Assigned Rights: the Trade Marks set out in Schedule 1;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Main Agreement: an asset purchase agreement dated 13 February 2019 between the Assignor and the

Assignee;

Trade Marks: the registered trade marks short particulars of which are set out in Schedule 1;

VAT: value added tax;

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement;

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules;

1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement;

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns;

1.9 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement;

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made at the date of this agreement under that statute or statutory provision.

1.11 A reference to **writing** or **written** includes fax but not email.

1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. ASSIGNMENT

2.1 The parties confirm that the Trade Marks were assigned under the Main Agreement. For the avoidance of doubt, and to the extent that any of the Trade Marks were not assigned under the Main Assignment, they are hereby assigned under this Deed.

2.2 Pursuant to clause 2.1 of this Deed, with effect from 1 February 2019 (the **Effective Date**), in consideration of the sum of £1 (one pound GBP) the receipt and sufficiency of which the Assignor expressly acknowledges, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
- (b) all goodwill attaching to the Trade Marks and to that part of the Assignor's business that relates to the goods or services for which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

3. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. WARRANTIES

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- (b) for each registrations listed in Schedule 1 it is properly registered as the registered proprietor, and all application, registration and renewal fees have been paid;
- (c) it has not licensed or assigned any of the Assigned Rights;
- (d) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (e) it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- (f) as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;

5. INDEMNITY

5.1 The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:

- (a) any breach of the warranties contained in Clause 4; or
- (b) the enforcement of this agreement.

5.2 At the request of the Assignee and at the Assignor's own expense, the Assignor shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

5.3 This indemnity shall apply whether or not the Assignee has been negligent or at fault.

5.4 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

6. FURTHER ASSURANCE

6.1 At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:

- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Assigned Rights;

6.2 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement.

6.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

6.4 Without prejudice to Clause 6.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:

- (a) take any action that this agreement requires the Assignor to take;
- (b) exercise any rights which this agreement gives to the Assignor; and
- (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

6.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

7. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

8. ENTIRE AGREEMENT

8.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

9. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. SEVERANCE

10.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

10.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11. COUNTERPARTS

11.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

11.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

12. THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

13. NOTICES

13.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

13.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt; and

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

Country	Trade Mark	Classes	Application No.	Registration No.	Status
EUTM	IEG VU	9, 16, 35, 41	016635666	-	Opposed
UK	IEG VU	9, 16, 35, 41	UK00003192501	UK00003192501	Registered
USA	IEG VU	9, 16, 35, 41	87/420405	-	In suspension
EUTM	IEG POLICY	9, 16, 35, 41	016635658	016635658	Registered
UK	IEG POLICY	9, 16, 35, 41	UK00003192502	UK00003192502	Registered
USA	IEG POLICY	9, 16, 35, 41	87/420241	-	In suspension
EUTM	AGROW	9, 16, 41, 42	009915885	009915885	Registered
USA	AGROW	16, 42	1756749	1756749	Registered
USA	AGROW	9, 16, 41, 42, 45	4311350	4311350	Registered
EUTM	ANIMAL PHARM	9, 16, 41, 42	009915919	009915919	Registered
USA	ANIMAL PHARM	9	4248382	4248382	Registered
USA	ANIMAL PHARM	16, 41, 42	4248382	2884115	Registered
EUTM	F.O.LICHT	9, 16, 41	004530986	004530986	Registered
USA	F.O. LICHT	9, 16, 35, 36, 41, 42	4174112	4174112	Registered
Canada	AGRASPIRE	35, 42	1788468	-	Pending
China	AGRASPIRE	42	20563415	20563415	Registered
China	AGRASPIRE	35	20563416	20563416	Registered
EUTM	AGRASPIRE	35, 42	015574767	015574767	Registered
India	AGRASPIRE	35, 42	3293866	3293866	Registered
Japan	AGRASPIRE	35, 42	2016-068819	5917771	Registered
UK	AGRASPIRE	35, 42	UK00003171178	UK00003171178	Registered
USA	AGRASPIRE	35, 42	87/082,033	5302676	Registered
Argentina	Agribusiness Intelligence & Orange Advantage Logo	35, 44	1319143	1809728	Registered
	Agribusiness intelligence 				

Executed as a deed by
INFORMA UK LIMITED

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ASSIGNOR

on being by signed by:

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)

Director

Name:

in the presence of:

Signature of witness:

Kate Leonard

Name:

KATE LEONARD

Address:

5 Mowick Place

London SW1P 1WG

Occupation:

Executive Assistant

Executed as a deed by
AGRA INFORMA LIMITED

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ASSIGNEE

on being by signed by:

)
)
)

Director

Name:

in the presence of:

Signature of witness:

Kate Leonard

Name:

KATE LEONARD

Address:

5 Mowick Place

London SW1P 1WG

Occupation:

Executive Assistant