

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Datamonitor Limited		04/30/2019	Company: 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2616781	FERTECON	
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		
SIGNATURE:	/Kathryn Starshak/		
DATE SIGNED:	06/03/2019		
Total Attachments: 8			
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THIS DEED is made on 30 April 2019

PARTIES

- (1) Datamonitor Limited, a company incorporated in England and Wales under number 02306113 whose registered office is at 5 Howick Place, London SW1P 1WG (**Assignor**); and
 - (2) Agra Informa Limited a company incorporated in England and Wales under number 00746465 whose registered office is at 5 Howick Place, London SW1P 1WG (**Assignee**)
- (each of the Assignor and the Assignee being a **party** and together the Assignor and the Assignee are the **parties**).

BACKGROUND

- A The Assignor is the registered owner of certain trade marks.
- B The Assignee is an intra-group company associated with the Assignor.
- C The Assignor agrees to assign its rights in those trade marks to the Assignee and the Assignee has agreed to accept the assignment in accordance with the terms of this Deed.

THIS DEED PROVIDES:

1 Definitions and interpretation

1.1 In this Deed:

Affiliate in respect to any entity, means any other entity that directly or indirectly Controls, is Controlled by or is under common Control with that entity;

Business Day means a day, other than a Saturday, Sunday or bank or public holiday in England;

Consideration has the meaning ascribed to it in clause 2.1 of this Deed;

Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and 'controlled' should be construed accordingly;

Intellectual Property Rights means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, data exclusivity rights, approvals, utility models, domain names, business names, rights in computer software, mask works, topography rights, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature

wherever in the world arising and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing

Trade Marks means the registered and unregistered trade marks, including applications to register trade marks, as set out in the schedule, together with all Intellectual Property Rights associated with them.

1.2 In this Deed:

- 1.2.1 a reference to this Deed includes its schedules, appendices and annexes (if any);
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a gender includes each other gender;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 the table of contents, background section and any clause, schedule or other headings in this Deed are included for convenience only and shall have no effect on the interpretation of this Deed; and
- 1.2.8 a reference to legislation is a reference to that legislation as in force as at the date of this Deed.

2 Assignment

- 2.1 With effect from 1 February 2019 (the **Effective Date**), in consideration of the sum of £1 (one pound GBP) paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor) (the **Consideration**), effective on and from the date of signature of this Deed, the Assignor hereby assigns to the Assignee with full title guarantee all of its right, title and interest in and to the Trade Marks together with:

- 2.1.1 all goodwill associated with such Trade Marks; and
- 2.1.2 the right to bring and defend proceedings, and to obtain and retain any relief recovered (including damages or an account of profits), in respect of every act of infringement, or other cause of action arising from ownership of the Trade Marks whether occurring before, on or after the date of this Deed

3 Further assurance

- 3.1 The Assignor agrees (at the Assignee's request) at its own cost to use all reasonable endeavours to promptly execute such documents and perform such acts as may be necessary for securing, completing or vesting in the Assignee full right, title and interest in and to the Trade Marks or as otherwise may reasonably be required or desired by the Assignee to give effect to this Deed.
- 3.2 The Assignor hereby appoints the Assignee to be its attorney and to execute documents on its behalf and to do all things necessary or desirable to obtain the benefit of this Deed. This power of attorney is irrevocable and may not be revoked by the Assignor without the written consent of the Assignee. This power of attorney entitles the Assignee to take all steps and all actions that this Deed requires the Assignor to take.
- 3.3 The Assignee may appoint substitute attorney(s) as it sees fit to exercise the power of attorney granted under this clause 3.
- 3.4 The Assignor agrees to ratify in writing any and all actions taken by the Assignee (or any substitute attorney) in the exercise of the power of attorney granted under this clause 3.

4 Warranties

- 4.1 The Assignor warrants and represents that:
 - 4.1.1 the Assignor has the right, power and authority to enter into this Deed and to assign to the Assignee the rights contemplated in this Deed;
 - 4.1.2 the Assignor is the:
 - (a) sole registered proprietor of the registered Trade Marks;
 - (b) sole proprietor of the unregistered Trade Marks; and
 - (c) sole applicant under any applications to register any of the Trade Marks;
 - 4.1.3 the Assignor has not by act or omission caused or permitted, and is not aware of, anything which might jeopardise the registration or enforceability or application for registration of the Trade Marks;
 - 4.1.4 the Assignor has not, nor has any third party charged, assigned by way of security (or granted any security interest, option, mortgage or charge) or granted any licence or permission to use any Trade Marks;
 - 4.1.5 the Trade Marks are valid and subsisting and are not subject to any claims, proceedings, challenges or litigation (whether actual, pending or threatened) in relation to the ownership, use or validity of the Trade Marks and do not infringe any rights (whether Intellectual Property Rights or otherwise) of any third party;

4.1.6 all previous assignments of any registered Trade Marks or any applications for Trade Marks have been validly recorded with the relevant registries within any applicable time limits and any registration or renewal fees due and payable in respect of the Trade Marks have been paid in full and within any applicable time limits; and

4.1.7 the Trade Marks contain nothing defamatory, indecent or otherwise unlawful or which infringes the statutory or common law rights of any third party.

4.2 Each party acknowledges and agrees that no representations were made which are not set out in this Deed but that, if any were made, it has not relied on, or been induced to enter into this Deed by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Deed or otherwise.

4.3 The Assignor shall indemnify the Assignee from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Assignee as a result of or in connection with any breach by the Assignor of any of the warranties given by it in this clause 4.

4.4 The Assignor shall, at the Assignee's request and at the Assignor's expense, provide all reasonable assistance to the Assignee to enable the Assignee to resist any claim, action, proceeding or litigation resulting from the breach of the warranties given by the Assignor in this clause 4.

5 Entire agreement

5.1 The parties agree that this Deed constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

5.2 Each party acknowledges that it has not entered into this Deed in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Deed, except in the case of fraudulent misrepresentation. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Deed.

6 Notices

6.1 Notices under this Deed shall be in writing and sent to a party's address as set out on the first page of this Deed (or to the fax number or email address set out below). Notices may be given, and shall be deemed received:

6.1.1 by first-class post: two Business Days after posting;

6.1.2 by airmail: seven Business Days after posting; and

6.1.3 by hand: on delivery.

6.2 This clause does not apply to notices given in legal proceedings or arbitration.

7 Announcements

No announcement or other public disclosure concerning this Deed or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required

by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction.

8 Variation

No variation of this Deed shall be valid or effective unless it is in writing, refers to this Deed and is duly signed or executed by, or on behalf of, each party.

9 Transfer of rights

9.1 No party may assign, subcontract or encumber any right or obligation under this Deed, in whole or in part, without the other's prior written consent (such consent not to be unreasonably withheld or delayed).

9.2 Notwithstanding clause 9.1, a party may perform any of its obligations and exercise any of its rights granted under this Deed through any Affiliate, provided that it gives the other party prior written notice including the identity of the relevant Affiliate. Each party acknowledges and agrees that any act or omission of its Affiliate in relation to that party's rights or obligations under this Deed shall be deemed to be an act or omission of that party itself.

10 Severance

If any provision of this Deed (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Deed shall not be affected.

11 Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Deed shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Deed shall prevent any future exercise of it or the exercise of any other right, power or remedy.

12 Third party rights

No one other than a party to this Deed shall have any right to enforce any of its provisions.

13 Governing law

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

14 Jurisdiction

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

15 Counterparts

15.1 This Deed may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original, and such counterparts taken together shall constitute one and the same deed.

15.2 Each party may evidence their execution of this Deed by transmitting by fax or by email a signed signature page of this Deed in PDF format together with the final version of this Deed in PDF or Word format, which shall constitute an original signed counterpart of this Deed. Each party adopting this method of execution will, following circulation by fax or by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.

IN WITNESS WHEREOF this Assignment has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by)

DATAMONITOR LIMITED)

ASSIGNOR)



on being signed by:)

Director

Name:)

in the presence of:)

Signature of witness: Kate Leonard

Name: KATE LEONARD

Address: 5, Howick Place, London

SW1P 1WG

Occupation: Executive Assistant

Executed as a deed by)

AGRA INFORMA LIMITED)

ASSIGNEE)

on being by signed by:)



) Director

Name:)

in the presence of:)

Signature of witness:

Kate Leonard

Name:

KATE LEONARD

Address:

6 Haverick Place

London, SE10 1WG

Occupation:

Executive Assistant

THE SCHEDULE
TRADE MARKS

The Trade Marks comprise the following:

Registered Trade Marks

Description or approved form of trade mark	Registration number	Date of registration	Territory in which registration is effective	Classes of goods/services for which trade mark is registered (including claim number)
FERTECON	TMA575816	18 February 2003	Canada	35
FERTECON	001592732	1 August 2002	EUTM	35
FERTECON  FERTECON  FERT	UK00002228237	26 April 2002	UK	35
FERTECON	2616781	10 September 2002	USA	35