

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REED BUSINESS INFORMATION LIMITED		08/01/2019	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	DVV MEDIA INTERNATIONAL LIMITED		
Street Address:	1st Floor Chancery House, St. Nicholas Way		
City:	Sutton, Surrey		
State/Country:	UNITED KINGDOM		
Postal Code:	SM1 1JB		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3582600	FLIGHTGLOBAL	
Registration Number:	2155852	FLIGHT	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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:	9136479050		
Email:	tmdocketing.misemer@hoveywilliams.com		
Correspondent Name:	Dianne M. Smith-Misemer		
Address Line 1:	10801 Mastin Boulevard, Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	6896.00000		
NAME OF SUBMITTER:	Dianne M. Smith-Misemer		
SIGNATURE:	/Dianne M. Smith-Misemer/		
DATE SIGNED:	09/16/2019		
Total Attachments: 29			
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AGREED FORM

DATE: 1 August 2019

BRAND AGREEMENT

Between

REED BUSINESS INFORMATION LIMITED

and

DVV MEDIA INTERNATIONAL LIMITED

CMS Cameron McKenna Nabarro Olswang LLP

Cannon Place

78 Cannon Street

London EC4N 6AF

T +44 20 7367 3000

F +44 20 7367 2000

KORA/JPX/130256.00009

THIS BRAND AGREEMENT IS DATED 2019

PARTIES

- (1) REED BUSINESS INFORMATION LIMITED incorporated and registered in England and Wales with company number 00151537 whose registered office is at Quadrant House, The Quadrant, Sutton, Surrey, SM2 5AS ("Licensor");
 - (2) DVV MEDIA INTERNATIONAL LIMITED incorporated and registered in England and Wales with company number 07464854 whose registered office is at 6th Floor Chancery House, St. Nicholas Way, Sutton, Surrey, England, SM1 1JB ("Licensee"),
- together the "Parties" and each a "Party".

BACKGROUND

- (A) The Licensor and Licensee are party to a Business and Asset Sale and Purchase Agreement dated [•] 2019 (the "Purchase Agreement").
- (B) The Licensor owns the registered trade marks as identified more fully in Schedule 1, and the Domain Name.
- (C) The Licensor has agreed to permit the Licensee to use the Trade Marks and the Domain Name in the Territory on and in relation to the Publishing Business on the terms and subject to the conditions of this agreement for a transitional period, after which the Trade Marks and the Domain Name will be assigned to the Licensee.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this agreement. Terms not otherwise defined in this agreement have the same meanings as given to them in the Purchase Agreement.

"Domain Name" means www.flightglobal.com

"ICANN" means the Internet Corporation of Assigned Names and Numbers, being the organisation that carries out policy and technical co-ordination for domain names and other internet identifiers;

"Intellectual Property Rights" means patents, utility models, know-how, rights to inventions, copyright and related rights, rights in software, trade marks and service 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 and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights and 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;

"Licence Fee" means payment due from the Licensee as set out at sub-clause 2.3;

"Licensed Rights" means:

- (a) the Trade Marks; and
- (b) the Domain Name;

“Licensee Group” means, in relation to the Licensee, any subsidiary or any holding company from time to time of the Licensee, and any subsidiary from time to time of a holding company of the Licensee. A “subsidiary” and “holding company” shall have the meaning ascribed by section 1159 of the Companies Act 2006;

“Licensor Group” means, in relation to the Licensor, any subsidiary or any holding company from time to time of the Licensor, and any subsidiary from time to time of a holding company of the Licensor including, for the avoidance doubt, the Cirium Business. A “subsidiary” and “holding company” shall have the meaning ascribed by section 1159 of the Companies Act 2006;

“Permitted Uses” means the uses of Licensed Rights for the purpose of, and in each case in the manner consistent with their use prior to the Effective Time:

- (a) any brand extensions to the Transferred Marks;
- (b) launching new publications;
- (c) undertaking any activity of the Publishing Business; or
- (d) managing and administrating Social Media Accounts relating to the Publishing Business,

and provided that, for the duration of this agreement, the Licensee does not use the Licensed Rights in relation to the supply of aviation data analytics services;

“Publishing Business” means that part of the Business which was continued as a going concern by the Licensor immediately prior to the Effective Time involving the:

- (a) organisation, production, and publication of the publications relating to Transferred Marks;
- (b) organisation and production of the Events;
- (c) organisation and production of the Websites;
- (d) use of the Domain Name website to publish editorial content and advertisements; and
- (e) organisation, production and publication of print publications distributed at air shows including: “Flight Daily News” and “Flight Evening News”;

“Registrar” means a person accredited by ICANN to register and maintain domain names;

“Term” means the term as described at clause 11;

“Territory” means worldwide;

“Trade Marks” means the trade marks short particulars of which are set out at Schedule 1;

“Transferred Marks” means the trade marks transferred to the Licensee by virtue of the Purchase Agreement, short particulars of which are set out at Schedule 2;

“VAT” means value added tax or any equivalent tax chargeable in the UK; and

“Website” means the “Websites” as defined in the Purchase Agreement, but solely as that definition relates to the website available at the Domain Name.

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

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 2.8.6 so far as the Licensor is aware, all the Licensed Rights are valid and subsisting and within the last three (3) years there have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Licensed Rights;
- 2.8.7 so far as the Licensor is aware, it is not in breach of and has not at any time within the past three (3) years breached any of the terms and conditions or policies of the Registrar relating to the Domain Name and it shall adhere to the conditions and policies of the Registrar during the term of this agreement;
- 2.9 Save as set out in sub-clause 2.8 and without prejudice to the warranties given in the Purchase Agreement, no additional warranties or representations are given hereunder concerning the Licensed Rights.
- 2.10 Neither Party shall knowingly or deliberately do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Licensed Rights or the reputation or goodwill associated with the Licensed Rights or that may invalidate or jeopardise any registration of the Trade Mark.
- 3. WEBSITE AVAILABILITY**
- 3.1 Subject to sub-clause 3.3, the Licensee shall be entirely responsible (at its cost) for the operation, hosting, maintenance and support (both technical and customer support) of the Website.
- 3.2 The Licensee shall:
- 3.2.1 maintain, operate and distribute the Website to the highest industry standard and use all reasonable endeavours to ensure that the Website is available to internet users; and
- 3.2.2 use reasonable endeavours to avoid the Website containing dead links and incorrect or out of date information.
- 3.3 The Licensor shall at its own expense provide such reasonable level of support, information and documentation as the Licensee may reasonably request to enable it to perform its obligation under sub-clause 3.1.
- 4. SUB-LICENSING**
- 4.1 Except as permitted in sub-clause 4.2 below, the Licensee shall not grant sub-licences under this agreement.
- 4.2 The Licensee shall have the right to grant any person a sub-licence of its rights in the Trade Marks under this agreement solely for the purpose of allowing the Licensee to collaborate with a partner in the preparation for, and the conducting of an Event, provided that in connection with such sub-licence:
- 4.2.1 the Licensee obtains the prior written consent of the Licensor (such consent not to be unreasonably withheld, delayed or conditioned). For the avoidance of any doubt, collaboration with a competitor of the Licensor or the Licensor Group in a way that competes directly with the Cirium Business will be deemed to be a reasonable reason for refusing consent;
- 4.2.2 the Licensee shall ensure that the terms of any sub-licence are in writing and are substantially the same as the terms of this agreement (except that the sub-licensee shall not have the right to sub-licence its rights) and the Licensee shall provide the Licensor with a copy of the sub-licence on request;

- 4.2.3 all sub-licenses granted shall terminate automatically on termination of this agreement pursuant to sub-clause 11.2; and
- 4.2.4 the Licensee shall be liable for all acts and omissions of any sub-licensee and shall indemnify the Licensor against all costs, expenses, claims, direct loss or damage incurred or suffered by the Licensor, or for which the Licensor may become liable arising out of any act or omission of any sub-licensee other than a member of the Licensee Group.

5. **QUALITY CONTROL**

- 5.1 The Licensee's licence to use the Licensed Rights is subject to the following conditions:
 - 5.1.1 the Licensee and, if applicable, members of the Licensee Group shall use the Licensed Rights in relation only to the Publishing Business, and only in relation to those services which reasonably conform, in terms of characteristics and quality, to the specifications and standard of the services provided by the Licensor in the twelve months prior to the date of this agreement;
 - 5.1.2 the Licensee shall not do or fail to do any act or thing whereby the validity, enforceability or the Licensor's ownership of the Trade Marks, or the reputation or goodwill associated with the Trade Mark anywhere in the Territory, is likely to be prejudiced.

6. **TRADE MARK REGISTRATIONS**

- 6.1 As between the Licensor and the Licensee, the Licensor shall be responsible for the prosecution, registration and maintenance of the Trade Marks. The Licensor shall at its own expense take all reasonable steps to maintain any existing registrations of the Trade Marks and the Domain Name and the Licensee shall provide, at the request of the Licensor and at the Licensee's expense, all necessary assistance in such maintenance.
- 6.2 If the Licensee wants a Trade Mark to be registered in a territory outside of the territories within which the Trade Marks are registered at the date of this agreement, the Licensor will make such application and register the mark in its name subject to the Licensee paying the Licensor (on demand) the cost of such application and an additional 10% of the application cost.

7. **LICENCE RECORDAL AND PROTECTION OF TRADE MARKS**

- 7.1 The Licensee shall sign such documents and give such assistance as the Licensor may reasonably request from time to time for the Licensee to be recorded as registered user or licensee of any relevant trade mark registration or pending application which includes a Trade Mark, and to have any such recordal removed on termination of this agreement, whether in its entirety or as it applies in any country. For clarity, the Licensor acknowledges and accepts that the Licensee may, at its own cost, record the licence granted to it in Clause 2 in the relevant registries against the registrations listed in Schedule 1 and the Licensor shall provide such reasonable assistance as the Licensee requests for this purpose.
- 7.2 The Licensee may, by notice in writing, call on the Licensor to take infringement proceedings in respect of any matter which materially affects the Licensee's interests in respect of the Trade Marks during the Term.
- 7.3 For such material infringement matters as are referred to in sub-clause 7.2, if the Licensor:
 - 7.3.1 refuses to do so; or

7.3.2 fails to do so within two months after receipt of such notice;

the Licensee may bring the proceedings in its own name as if it were the proprietor of the applicable Trade Marks.

8. INDEMNITY

8.1 The Licensee shall indemnify and keep the Licensor and all members of the Licensor Group fully and effectively indemnified from and against all claims, liabilities, loss, damage, costs and expenses (including legal fees reasonably and properly incurred) suffered or incurred in connection with any claim by a third party against the Licensor or any member of the Licensor Group to the extent arising from the use after the date of this agreement by the Licensee or any members of the Licensee Group of the Licensed Rights and to the extent that such third party claim has not been caused or contributed to by any act or omission of any member of the Licensor Group.

8.2 In relation to the indemnity given in sub-clause 8.1, the Licensor shall as soon as reasonably practicable, give the Licensee written notice of any claim or written threat of claim it receives with respect to any matter for which it may be entitled to indemnification, and the Licensee may elect to assume the conduct of any such claim at its sole expense. The Licensor shall co-operate with and assist the Licensee to the extent reasonably practicable (at the Licensee's cost) and take all reasonable steps to mitigate any loss or liability in respect of any such claim.

9. INFRINGEMENT

9.1 The Licensee shall promptly inform the Licensor of any suspected unauthorised use of the Trade Marks (or any confusingly similar mark) of which it becomes aware, and shall provide the Licensor with such documents, information and assistance as it can in relation thereto. The Licensor shall continue to pursue infringement matters relating to the Trade Marks during the Term in materially the same manner as prior to the date of this agreement.

9.2 The Licensor gives no warranty and makes no representation in or pursuant to this agreement that the use of the Licensed Rights in the Territory, does not or will not infringe the rights of others.

10. RESTRICTIONS ON THE LICENSOR

10.1 The Licensor agrees:

10.1.1 not to grant to any third party any right to use the Licensed Rights;

10.1.2 to use the Licensed Rights itself solely in connection with the process for phasing out its use of the Licensed Rights in connection with the Cirium Business and for no other purpose whatsoever;

10.1.3 not, without the prior written consent of the Licensee, to sell, transfer, assign or otherwise dispose of, or mortgage, charge, pledge or otherwise encumber its legal or beneficial interest in any of the Licensed Rights (or any interest in any of them) to any third party outside of the Licensor Group.

11. TERM AND TERMINATION

11.1 This agreement shall commence on the date hereof and continue for the period of three years unless this agreement is terminated earlier in accordance with the following provisions (the "Term").

- 11.2 The Licensor may terminate this agreement by notice with immediate effect if the Licensee:
- 11.2.1 fails to make any payment set out in sub-clause 2.3 (save where such failure to pay has been caused by a material breach by the Licensor of clause 2 or 10 of this Agreement) and such breach is not remedied within 14 days of notice in writing from the Licensor to make such payment; or
 - 11.2.2 commits a material breach of sub-clause 2.2 which is not remedied to the Licensor's satisfaction within 30 days of notice in writing from the Licensor to do so.
- 11.3 The Licensor acknowledges and accepts that save as expressly provided in sub-clauses 11.2 and 11.5 it shall have no other right whatsoever to terminate this Agreement and hereby unconditionally and irrevocably waives and releases any other termination rights it may have under contract or common law.
- 11.4 The Licensee may terminate this agreement by notice with immediate effect if the Licensor:
- 11.4.1 commits any breach of this agreement which is material and not capable of remedy, or which is capable of remedy but which is not remedied within 14 days of notice from the Licensee to do so. For the purposes of this clause, any breach of clause 10 shall be treated as material; or
 - 11.4.2 suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of the Cirium Business; or
 - 11.4.3 sells or transfers the Cirium Business (or part of it) as a going concern to any third party other than to another member of the Licensor Group.
- 11.5 Either Party may terminate this License Agreement by notice with immediate effect if the other ("Relevant Party"):
- 11.5.1 suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 11.5.2 commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Relevant Party with one or more other companies or the solvent reconstruction of the Relevant Party;
 - 11.5.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Relevant Party other than for the sole purpose of a scheme for a solvent amalgamation of the Relevant Party with one or more other companies or the solvent reconstruction of the Relevant Party;
 - 11.5.4 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Relevant Party;
 - 11.5.5 the holder of a qualifying floating charge over the assets of the Relevant Party has become entitled to appoint or has appointed an administrative receiver;
 - 11.5.6 a person becomes entitled to appoint a receiver over all or any of the assets of the Relevant Party or a receiver is appointed over all or any of the assets of the Relevant Party;

- 11.5.7 a creditor or encumbrancer of the Relevant Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Relevant Party's assets and such attachment or process is not discharged within 14 days;
- 11.5.8 any event occurs, or proceeding is taken, with respect to the Relevant Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-clauses 11.2.2 to sub-clause 11.5.7 (inclusive).
- 11.6 Termination of this agreement shall be without prejudice to the rights of the parties up to termination.
- 11.7 If the Licensor exercises its right to terminate under sub-clause 11.2 the Licensee may, notwithstanding such termination, continue to use the Licensed Rights in accordance with terms of this agreement for the period of three months from the date of termination for the purposes of transition.

12. ASSIGNMENT

- 12.1 Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement, without the prior written consent of the other party, such consent not to be unreasonably withheld, delayed or conditioned and provided that the Licensor shall be able to assign or transfer this agreement to any member of its group.
- 12.2 Except where this agreement is terminated pursuant to sub-clause 11.2, on the same day as or on the next Business Day following expiry of the Term, the Licensor will execute as a separate agreement the assignment to the Licensee of the Licensed Rights on the terms set out at schedule 3 (the "Assignment") and shall deliver the duly executed Assignment to the Licensee. For clarity for the purpose of this clause the "Term" shall be deemed to expire on the third anniversary of the date of this agreement or, if earlier, the date on which this agreement is terminated in accordance with clause 11.
- 12.3 The Licensor acknowledges and accepts that the licence of the Licensed Rights in accordance with this agreement shall continue royalty free until the Assignment has been validly executed by the parties and come into full force and effect.

13. DOMAIN NAME

- 13.1 Nothing in this agreement shall restrict or prevent the Licensor from dealing with or using the Licensed Rights as is necessary for the following purposes:
- 13.1.1 during the first six months of the Term, continuing to use premium product sub-domains of the Domain Name for sub-systems used in the delivery of customer facing products and content of the Cirium Business; and/or
- 13.1.2 during the first six months of the Term, putting in place re-directs of the domains and webpages listed in Schedule 4 to the Cirium Business;
- 13.1.3 during the first three months of the Term, continuing to use the sub-domains `comms.flightglobal.com`, `demo.flightglobal.com`, `forms.flightglobal.com` and `secureforms.flightglobal.com` solely for the purposes of transitioning the Cirium Business marketing activities onto a different domain of the Licensor.

14. VAT

- 14.1 All payments made by the Licensee 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 Licensor, the Licensee 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 Licensor shall have delivered a valid VAT invoice in respect of such VAT to the Licensee.
- 14.2 If the VAT invoice is delivered after the relevant payment has been made, the Licensee shall pay the VAT due within five Business Days of the Licensor delivering a valid VAT invoice.
- 14.3 If the Licensee fails to comply with its obligation under this clause 14, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

15. LIABILITY

- 15.1 Nothing in this agreement shall operate to exclude or restrict any Party's liability for any loss which cannot be lawfully excluded or restricted.
- 15.2 Subject to sub-clause 15.1 the total aggregate liability of the Licensor for all claims arising out of or in connection with a breach of the warranties set out in sub-clause 2.8 of this agreement shall not exceed:
- 15.2.1 in respect of the warranties set out in sub-clauses 2.8.1 and 2.8.2, the amount that is equal to 50% of the Final Consideration; and
- 15.2.2 in respect of the warranties set out in sub-clauses 2.8.3 to 2.8.7, ~~£100,000~~

16. WAIVER

- 16.1 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 preclude or restrict the further exercise of that or any other right or remedy.

17. ENTIRE AGREEMENT

- 17.1 This agreement together with the Assignment 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.
- 17.2 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.

18. VARIATION

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

19. SEVERANCE

- 19.1 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. Any modification to or deletion of a 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.

20. COUNTERPARTS

- 20.1 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.
- 20.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If this 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.
- 20.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

21. 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.

22. NOTICES

- 22.1 Any communication to be given in connection with the matters contemplated by this agreement shall, except where expressly provided otherwise, be in writing in the English language and shall either be delivered by hand or sent by first class pre-paid post. Delivery by courier shall be regarded as delivery by hand.
- 22.2 Such communication shall be sent to the address of the relevant Party referred to in this agreement or to such other address as may previously have been communicated to the sending Party in accordance with this clause. Each communication shall be marked for the attention of the relevant person.

The relevant details of each Party at the date of this agreement are:

Licensor

Address: Quadrant House, The Quadrant, Sutton, Surrey SM2 5AS

Attention: Company Secretary

With a copy to: legalnotices@rbi.co.uk

Licensee

Address: DVV Media International Ltd, 6th Floor, Chancery House, St Nicholas Way, Sutton, SM1 1JB

Attention: For the attention of: Andy Salter

With copy to: andy.salter@dvvmediainternational.com

- 22.3 A communication shall be deemed to have been served:
- 22.3.1 if delivered by hand at the address referred to in sub-clause 22.2 at the time of delivery; and
 - 22.3.2 if sent by first class pre-paid post to the address referred to in that sub-clause, at the expiration of two clear Business Days after the time of posting.

If a communication would otherwise be deemed to have been delivered outside Working Hours under the preceding provisions of this clause, it shall be deemed to have been delivered at 9.30am on the next Business Day.

- 22.4 In proving service of the communication, it shall be sufficient to show that delivery by hand was made or that the envelope containing the communication was properly addressed and posted as a first-class pre-paid letter. Delivery by courier shall take effect as delivery by hand.
- 22.5 Either Party may notify the other of a change to its name, relevant person or address for the purposes of sub-clause 22.2 provided that such notification shall only be effective on:
- 22.5.1 the date specified in the notification as the date on which the change is to take place; or
 - 22.5.2 if no date is specified or the date specified is less than five clear Business Days after the date on which notice is deemed to have been served, the date falling five clear Business Days after notice of any such change is deemed to have been given.
- 22.6 For the avoidance of doubt, the Parties agree that the provisions of this clause shall not apply in relation to the service of any claim form, summons, order, judgment or other document relating to or in connection with any Proceedings.

23. GOVERNING LAW

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

24. JURISDICTION

- 24.1 Each Party irrevocably agrees 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 agreement or its subject matter or formation (including non-contractual disputes or claims).

**SCHEDULE 1
TRADE MARKS**

Mark	Country	Registration Number	Classes
F FLIGHT www.flightglobal.com & colour design	Russian Federation	413869	9, 16, 37, 39, 41
FG FLIGHTGLOBAL	China	17855117	37
FG FLIGHTGLOBAL	China	17855116	39
FLIGHT	Australia	730250	9, 16, 39
FLIGHT	Canada	TMA591144	16
FLIGHT	Singapore	T9703381G	16
FLIGHT	UK	687181	16
FLIGHT	US	2155852	16
FLIGHTGLOBAL	Brazil	829621962	16
FLIGHTGLOBAL	Brazil	829621970	35
FLIGHTGLOBAL	Brazil	829621989	39

FLIGHTGLOBAL	Canada	TMA793409	9, 16, 35, 41
FLIGHTGLOBAL	European Union	6484489	9, 16, 35, 37, 39, 41, 42
FLIGHTGLOBAL	India	1682936	9, 16, 35, 39
FLIGHTGLOBAL	New Zealand	780742	9, 16, 35, 39
FLIGHTGLOBAL	New Zealand	784955	41, 42
FLIGHTGLOBAL	UK	2473431	9, 16, 35, 37, 39, 41, 42
FLIGHTGLOBAL	US	3582600	9, 16, 35, 39, 41, 42
FLIGHTGLOBAL	International (WIPO)	974715	9, 16, 35, 37, 39, 41, 42
-	Australia	974715	9, 16, 35, 37, 39, 41, 42
-	China	974715	9, 16, 35, 41, 42
-	Japan	974715	9, 16, 35, 37, 39, 41, 42

-	Singapore	974715	9, 16, 35, 37, 39, 41, 42
-	Switzerland	974715	9, 16, 35, 37, 39, 41, 42

**SCHEDULE 2
TRANSFERRED MARKS**

Mark	Country	Registration Number	Classes
AIRLINE BUSINESS	European Union	000793810	16
AIRLINE BUSINESS	UK	2070935	16
FLIGHT DAILY NEWS	Singapore	T9703382E	16
FLIGHT DAILY NEWS	UK	2136766	16
FLIGHT INTERNATIONAL	Australia	730251	9, 16, 39
FLIGHT INTERNATIONAL	Canada	TMA619171	16
FLIGHT INTERNATIONAL	European Union	003891702	16
FLIGHT INTERNATIONAL	Singapore	T9606564B	16
FLIGHT INTERNATIONAL	South Korea	40-393364	9, 16
FLIGHT INTERNATIONAL	UK	1459367	41
FLIGHT INTERNATIONAL	UK	2100982	9, 35, 39
FLIGHT INTERNATIONAL	UK	892685	16
FLIGHT INTERNATIONAL	US	2145665	16
FLIGHT INTERNATIONAL & design	Russian Federation	384499	9, 16, 35, 37, 39, 41

SCHEDULE 3
ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **REED BUSINESS INFORMATION LIMITED** incorporated and registered in England and Wales with company number 00151537 whose registered office is at Quadrant House, The Quadrant, Sutton, Surrey, SM2 5AS ("Assignor")
 - (2) **DVV MEDIA INTERNATIONAL LIMITED** incorporated and registered in England and Wales with company number 07464854 whose registered office is at 6th Floor Chancery House, St. Nicholas Way, Sutton, Surrey, England, SM1 1JB ("Assignee"),
- together the "Parties" and each a "Party"

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks and the Domain Name.
- (B) By the Main Agreement (as defined below) the Assignor has agreed to: (i) assign the Trade Marks to the Assignee; and (ii) transfer the registration of the Domain Name to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this agreement, terms not otherwise defined in this agreement have the same meanings given to such terms in the Main Agreement.

Assignor Group: in relation to the Assignor, any subsidiary or any holding company from time to time of the Assignor, and any subsidiary from time to time of a holding company of the Assignor including, for the avoidance doubt, the Cirium Business. A "subsidiary" and "holding company" shall have the meaning ascribed by section 1159 of the Companies Act 2006;

"Auth Code" means a unique code issued by the Losing Registrar to the Assignor pursuant to the Assignor's request to transfer the Domain Name to the Gaining Registrar;

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

Domain Name: means www.flightglobal.com;

"Gaining Registrar" means the Registrar appointed by the Assignee (whether or not the same as the Losing Registrar);

"ICANN" means the Internet Corporation of Assigned Names and Numbers, being the organisation that carries out policy and technical co-ordination for domain names and other internet identifiers;

Intellectual Property Rights: patents, utility models, know-how, rights to inventions, copyright and related rights, rights in software, trade marks and service 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 and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights and 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;

"Losing Registrar" means the Registrar appointed by the Assignor (whether or not the same as the Gaining Registrar);

Main Agreement: a licence agreement dated [DATE] between the Assignor and the Assignee;

Proceedings: any proceeding, suit or action (including arbitration) arising out of or in connection with this agreement;

"Registered Name Holder" means a person that holds the Domain Name and whose contact details are reflected in the "registrant" or "admin contact" fields of the WHOIS Record (or, in the event that the Domain Name is registered under a Losing Registrar, the person who is the beneficial owner of the Domain Name);

"Registrar" means a person accredited by ICANN to register and maintain domain names;

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

VAT: value added tax or any equivalent tax chargeable in the UK;

Website: means the website available at the Domain Name;

WHOIS Database means the publicly accessible database containing the WHOIS Record;

WHOIS Record means the record relating to the Domain Name in the WHOIS Database comprising contact details of the Registered Name Holder including, where applicable, administrative, billing and technical contact details; and

Working Hours: 9.30am to 5.30pm on a Business Day.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.4 A reference to writing or written includes fax but not email.
- 1.5 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.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2. ASSIGNMENT

- 2.1 Pursuant to and for the consideration of £1, the receipt and sufficiency of which is acknowledged by each Party, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks and the Domain Name.
- 2.2 Assignment of the Trade Marks referred to at sub-clause 2.1 above shall include:
 - 2.2.1 the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and

- 2.2.2 all statutory and common law rights attached to the Trade Marks, together with the goodwill attaching to the Trade Marks and to the business of the Assignor relating to the goods or services in respect of which the Trade Marks are registered or used including for the avoidance of doubt any goodwill that has accrued as a result of the use of the Trade Marks by the Assignor or the Assignee pursuant to the Main Agreement; and
- 2.2.3 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 (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. WARRANTIES

- 3.1 The Assignor warrants that as of the date of this agreement:
 - 3.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks and the Domain Name; and
 - 3.1.2 for the Domain Name and each of the registrations listed in Appendix 1 it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
 - 3.1.3 it is not licensing any of the rights in the Trade Marks and the Domain Name to any third party save for any licence to a member of the Assignor's Group to the extent strictly necessary to enjoy the rights granted under sub-clause 4.1 (Licence) below.

4. LICENCE

- 4.1 If following the assignment at clause 2 above, the Assignor so requests, the Assignee shall (without undue delay) licence to the Assignor the Domain Name and/or the Trade Marks solely for the purpose of allowing the Assignor to:
 - 4.1.1 use the Trade Marks for non-revenue generating, historical identification purposes;
 - 4.1.2 conduct any commercially reasonable remaining wind-down activities for a reasonable period; and/or
 - 4.1.3 use the Trade Marks and the Domain Name in connection with the historic assets of the Assignor Group pre-dating the Main Agreement provided that such use is not revenue generating,and the terms of the licence shall be no more onerous than the Main Agreement.

5. VAT

- 5.1 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.
- 5.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.

5.3 If the Assignee fails to comply with its obligation under this clause 5, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

6. ASSIGNOR OBLIGATIONS

6.1 The Assignor agrees and undertakes to promptly, following execution of this agreement (and, in any event, in accordance with any time limits imposed by relevant domain name registries and registrars), complete all such formalities necessary to transfer ownership and control of the Domain Name to the Assignee, including:

6.1.1 deactivate any Losing Registrar in respect of the WHOIS Record and ensure that the Domain Name is otherwise unlocked for transfer to the Assignee;

6.1.2 update the Assignor's contact details in the WHOIS Record as Registered Name Holder and, if not the same person as the Registered Name Holder, the administrative contact details for the Domain Name prior to requesting the Auth Code;

6.1.3 request the Auth Code from the Losing Registrar;

6.1.4 promptly provide the Auth Code upon receipt to the Assignee in writing;

6.1.5 complete and submit or otherwise confirm any request for authorisation by the Gaining Registrar promptly and in any case within the timescale prescribed by the Gaining Registrar; and

6.1.6 promptly respond to all queries made by the Losing Registrar to enable the effective transfer of the Domain Name to the Assignee.

7. FURTHER ASSURANCE

7.1 At the Assignee's expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

8. WAIVER

8.1 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 preclude or restrict the further exercise of that or any other right or remedy.

9. ENTIRE AGREEMENT

9.1 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.

9.2 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.

10. VARIATION

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

11. SEVERANCE

11.1 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. Any modification to or deletion of a 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.

12. COUNTERPARTS

12.1 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.

12.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If this 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.

12.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

13. THIRD PARTY RIGHTS

13.1 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.

14. NOTICES

14.1 Any communication to be given in connection with the matters contemplated by this agreement shall, except where expressly provided otherwise, be in writing in the English language and shall either be delivered by hand or sent by first class pre-paid post. Delivery by courier shall be regarded as delivery by hand.

14.2 Such communication shall be sent to the address of the relevant Party referred to in this agreement or to such other address as may previously have been communicated to the sending Party in accordance with this clause. Each communication shall be marked for the attention of the relevant person.

The relevant details of each Party at the date of this agreement are:

Assignor

Address: Quadrant House, The Quadrant, Sutton, Surrey SM2 5AS

Attention: Company Secretary

With a copy to: legalnotices@rbi.co.uk

Assignee

Address: DVV Media International Ltd, 6th Floor, Chancery House, St Nicholas Way, Sutton, SM1 1JB

Attention: For the attention of: Andy Salter

With copy to: andy.salter@dvvmediainternational.com

- 14.3 A communication shall be deemed to have been served:
- 14.3.1 if delivered by hand at the address referred to in sub-clause 13.2 at the time of delivery, and
 - 14.3.2 if sent by first class pre-paid post to the address referred to in that clause, at the expiration of two clear Business Days after the time of posting.
- If a communication would otherwise be deemed to have been delivered outside Working Hours under the preceding provisions of this clause, it shall be deemed to have been delivered at 9.30am on the next Business Day.
- 14.4 In proving service of the communication, it shall be sufficient to show that delivery by hand was made or that the envelope containing the communication was properly addressed and posted as a first-class pre-paid letter. Delivery by courier shall take effect as delivery by hand.
- 14.5 Either Party may notify the other of a change to its name, relevant person or address for the purposes of sub-clause 13.2 provided that such notification shall only be effective on:
- 14.5.1 the date specified in the notification as the date on which the change is to take place; or
 - 14.5.2 if no date is specified or the date specified is less than five clear Business Days after the date on which notice is deemed to have been served, the date falling five clear Business Days after notice of any such change is deemed to have been given.
- 14.6 For the avoidance of doubt, the Parties agree that the provisions of this clause shall not apply in relation to the service of any claim form, summons, order, judgment or other document relating to or in connection with any Proceedings.

15. GOVERNING LAW

- 15.1 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.

16. JURISDICTION

- 16.1 Each Party irrevocably agreed 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 agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

**APPENDIX I
TRADE MARKS**

Mark	Country	Registration Number	Classes
F FLIGHTwww.flightglobal.com & colour design	Russian Federation	413869	9, 16, 37, 39, 41
FG FLIGHTGLOBAL	China	17855117	37
FG FLIGHTGLOBAL	China	17855116	39
FLIGHT	Australia	730250	9, 16, 39
FLIGHT	Canada	TMA591144	16
FLIGHT	Singapore	T9703381G	16
FLIGHT	UK	687181	16
FLIGHT	US	2155852	16
FLIGHTGLOBAL	Brazil	829621962	16
FLIGHTGLOBAL	Brazil	829621970	35
FLIGHTGLOBAL	Brazil	829621989	39

FLIGHTGLOBAL	Canada	TMA793409	9, 16, 35, 41
FLIGHTGLOBAL	European Union	6484489	9, 16, 35, 37, 39, 41, 42
FLIGHTGLOBAL	India	1662936	9, 16, 35, 39
FLIGHTGLOBAL	New Zealand	780742	9, 16, 35, 39
FLIGHTGLOBAL	New Zealand	784955	41, 42
FLIGHTGLOBAL	UK	2473431	9, 16, 35, 37, 39, 41, 42
FLIGHTGLOBAL	US	3582600	9, 16, 35, 39, 41, 42
FLIGHTGLOBAL	International (WIPO)	974715	9, 16, 35, 37, 39, 41, 42
-	Australia	974715	9, 16, 35, 37, 39, 41, 42
-	China	974715	9, 16, 35, 41, 42
-	Japan	974715	9, 16, 35, 37, 39, 41, 42

-	Singapore	974715	9, 16, 35, 37, 39, 41, 42
-	Switzerland	974715	9, 16, 35, 37, 39, 41, 42

**SCHEDULE 4
REDIRECTED DOMAINS**

Cirium Product Pages

<https://www.flightglobal.com/products/flight-dashboard/>
<https://www.flightglobal.com/products/flight-fleet-forecast/>
<https://www.flightglobal.com/services/consultancy/>
<https://www.flightglobal.com/services/consultancy/>
<https://www.flightglobal.com/sectors/air-travel/>
<https://www.flightglobal.com/products/flightmaps/>
<https://www.flightglobal.com/products/flight-ascend-values-analyzer/>
<https://www.flightglobal.com/products/flight-ascend-values-analyzer/>
<https://www.flightglobal.com/products/schedules/>
<https://www.flightglobal.com/about-us/flightstats/>
<https://www.flightglobal.com/services/data-feeds/>
<https://www.flightglobal.com/products/flightmaps-analytics/>
<https://www.flightglobal.com/sectors/mro/>
<https://www.flightglobal.com/products/tracked-utilization/?intcmp=PREM-prod-nav>
<https://www.flightglobal.com/sectors/air-finance/>
<https://www.flightglobal.com/services/consultancy/consultant-biographies/>
<https://www.flightglobal.com/products/srs-analyser/>
<https://www.flightglobal.com/about-us/dlio/>
<https://www.flightglobal.com/sectors/cargo-operations/>
<https://www.flightglobal.com/products/connections-file/>
<https://www.flightglobal.com/how-we-help/improve-traveler-experiences/>
<https://www.flightglobal.com/how-we-help/manage-risk-exposure/>
<https://www.flightglobal.com/sectors/insurers/>
<https://www.flightglobal.com/how-we-help/understand-aircraft-usage/>
<https://www.flightglobal.com/how-we-help/drive-operational-efficiency/>
<https://www.flightglobal.com/how-we-help/minimize-impact-of-disruption/>
<https://www.flightglobal.com/how-we-help/benchmark-your-flight-performance/>
<https://www.flightglobal.com/how-we-help/understand-airline-credit-risk/>
<https://www.flightglobal.com/how-we-help/provide-aircraft-market-outlook/>
<https://www.flightglobal.com/how-we-help/understand-the-global-fleet/>
<https://www.flightglobal.com/how-we-help/manage-pricing-and-risk-models/>
<https://www.flightglobal.com/how-we-help/identify-retrofit-opportunities/>
<https://www.flightglobal.com/how-we-help/power-alerts-and-insights/>

Cirium press releases

<https://www.flightglobal.com/news/articles/delta-named-as-2018-worlds-most-on-time-mainline-air-454763/>
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<https://www.flightglobal.com/news/articles/gant-travel-cuts-disrupted-travelers-wait-time-by-a-451097/>
<https://www.flightglobal.com/news/articles/global-capital-demands-for-new-commercial-aircraft-s-446221/>
<https://www.flightglobal.com/news/articles/flightglobals-flightstats-names-delta-as-worlds-most-444717/>
<https://www.flightglobal.com/news/articles/flightglobals-flightstats-names-delta-as-worlds-most-444717/>
<https://www.flightglobal.com/news/articles/flightglobal-launches-aerospace-big-data-conference-438219/>

<https://www.flightglobal.com/news/articles/flightstats-2016-airline-on-time-performance-service-432860/>
<https://www.flightglobal.com/news/articles/flightstats-announces-8th-annual-best-of-the-best-432415/>
<https://www.flightglobal.com/news/articles/announcement-flightglobal-combines-with-diiio-and-fl-428735/>
<https://www.flightglobal.com/news/articles/ascend-retains-appraiser-of-the-year-award-408094/>
<https://www.flightglobal.com/news/articles/ascend-recruits-ex-rolls-royce-expert-as-senior-cons-404302/>
<https://www.flightglobal.com/news/articles/innovata-schedules-business-joins-flightglobal-family-397082/>
<https://www.flightglobal.com/news/articles/flightglobal-acquires-leading-provider-of-aviation-d-358948/>

Signed by MARK KEDDIE)
for and on behalf of)
REED BUSINESS INFORMATION)
LIMITED)

MARK KEDDIE
.....
Director

Signed by _____)
for and on behalf of)
DVV MEDIA INTERNATIONAL LIMITED)
.....)

Director

Signed by)
for and on behalf of)
REED BUSINESS INFORMATION)
LIMITED)
) Director

Signed by **I. A. SALTER**)
for and on behalf of)
DVV MEDIA INTERNATIONAL LIMITED)
) Director

