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ETAS ID: TM547690

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reuters Limited		02/27/2019	Corporation: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Financial & Risk Organisation Limited		
Street Address:	Five Canada Square		
Internal Address:	Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5AQ		
Entity Type:	Private Limited Company: ENGLAND AND WALES		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2896491	DEAL TRACKER
Registration Number:	2101278	DATASTREAM
Registration Number:	1735227	DATASTREAM
Registration Number:	1686104	IFR

CORRESPONDENCE DATA

Fax Number: 2129969579

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.

Phone: 2129961287

Email: trademarks@montagulaw.com

Correspondent Name: MontaguLaw, P.C.

Address Line 1: 1120 Avenue of the Americas

Address Line 2: 4th Floor

Address Line 4: New York, NEW YORK 10036

DOMESTIC REPRESENTATIVE

Name: Refinitiv

Address Line 1: 3 Times Square
Address Line 2: Bart J. Divita

TRADEMARK REEL: 006785 FRAME: 0343

900521730

Address Line 4: New York, NEW	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Paula K. Upson		
SIGNATURE:	/pku/		
DATE SIGNED:	11/01/2019		

Total Attachments: 28

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INTELLECTUAL PROPERTY ASSIGNMENT (Trademarks)

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement") is made with effect from February 27, 2019 (the "Effective Date"), by and between Reuters Limited, a private limited company, whose registered office is at 30 South Colonnade, The Thomson Reuters Building, Canary Wharf, London, E14 5EP, United Kingdom ("Assigner"), and Financial & Risk Organisation Limited, a private limited company whose registered office is at Five Canada Square, Canary Wharf, London, England E14 5AQ ("Assignee") (each a "Party.") and collectively, the "Parties").

RECITALS

WHEREAS, Assignor is in the business of, amongst other things, offering financial information products, and related products and content:

WHEREAS, Assignor owns certain trademarks as set forth in Schedule A to the Agreement (the "Trademarks");

WHEREAS, Assignor will continue with its business of providing content and technology to the market but desires to assist the Refinitiv group of companies in ensuring that the ownership of their trademarks are in a single entity to ensure that their trademarks can be effectively legally maintained, protected and exploited throughout the territory;

WHEREAS, Assignor wishes to divest itself of the risks and costs of maintaining, protecting and enforcing the Trademarks, and Assignee desires the ownership of the Trademarks and responsibility for the future enhancement, maintenance, protection, and enforcement of the Trademarks; and

WHEREAS, Assignee desires to acquire certain assets and rights related to the Trademarks and Assignor desires to assign to Assignee all of Assignor's right, title and interest therein, all on the terms and conditions of this Agreement.

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

ARTICLE I DEFINITIONS

1.1 "Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with, such Party, but only for so long as such control continues. For purposes of this Agreement, "control" means the power to direct the management and affairs of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. In the case of a corporation, the direct or indirect ownership of fifty percent (50%) or more of its outstanding voting shares shall in any case be deemed to confer control, provided that, the direct or indirect ownership

of a lower percentage of such securities shall not necessarily preclude the existence of control.

- 1.2 "Contracts" has the meaning set forth in Section 2.2.
- 1.3 "Know-How" means all confidential and proprietary information owned by Assignor that in any way comprises all or a part of the Trademarks or the development thereof, including, but not limited to, documentation, trade secrets, research and development information, software, technical data, know-how, procedures, protocols, techniques and results of experimentation and testing.
- 1.4 "Personnel" means employees, independent contractors, interns or other temporary workers, and consultants.
- 1.5 "Tansible Materials" means any tangible materials in Assignor's control or possession, in any format, whether written or electronic, embodying or comprising all or any part of the Transferred Assets.
- 1.6 "Transferred Assets" means (i) the items set forth on Schedule A hereto, and (ii) all intellectual property rights owned by Assignor subsisting in all or any part of the Trademarks, including but not limited to Know-How, Contracts, and Tangible Materials.

ARTICLE 2 ASSIGNMENT

- 2.1 Assignment of Intellectual Property. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Transferred Assets, together with all the goodwill of the business symbolized by said Transferred Assets, including the right to sue for past, present and future infringement or misappropriation thereof. Assignee acquires the Transferred Assets subject to any rights granted by Assignor to its distributors and customers as part of Assignor's use of the Transferred Assets in the ordinary course of business prior to the Effective Date, whether or not Assignee has notice of those third party rights. From and after the Effective Date, Assignor shall, unless otherwise permitted pursuant to a separate written agreement entered into by the Parties, cease all use of the Transferred Assets.
- 2.2 <u>Contracts.</u> Subject to Sections 2.3, 2.4 and 2.5, from the Effective Date, if the Transferred Assets are subject to rights held by Assignor under any third-party contracts ("Contracts"), Assignee shall:
 - (a) Be entitled to the benefit of the Contracts;
 - (b) Carry out, perform and discharge all the obligations and liabilities of Assignor created by or arising under the Contracts; and
 - (c) Indemnify Assignor against all actions, proceedings, costs, damages, claims and demands in respect of any failure on the part of Assignee to carry out, perform and discharge those obligations and liabilities.
 - 2.3 Exceptions Nothing in this Agreement shall:
 - (a) Require Assignee to perform any obligation falling due for performance or which should have been performed before the Effective Date; or

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- (b) Make Assignee liable for any act, neglect, default or omission in respect of any of the Contracts prior to the Effective Date; or
- (c) Impose any obligation on Assignee for or in respect of any product delivered by Assignor or any service performed by Assignor prior to the Effective Date and Assignor shall indemnify Assignee against all actions, proceedings, costs and damages in respect of any act or omission of Assignor in relation to the Contracts on or before the Effective Date.
- 2.4 <u>Contract Assignment or Novation.</u> Insofar as the benefit or burden of any Contract cannot effectively be assigned to Assignee at the Effective Date except by an agreement or novation with or consent to the assignment from the person, firm or company concerned:
 - (a) Assignor shall at Assignee's request make reasonable efforts with the co-operation of Assignee to procure such novation or assignment;
 - (b) Until the Contract is novated or assigned Assignor shall hold it in trust for Assignee absolutely and Assignee shall (if such subcontracting is permissible and lawful under the Contract), as Assignor's sub-contractor, perform all pertinent obligations under the Contract to be discharged after the Effective Date and shall indemnify Assignor against all actions, proceedings, costs, damages, claims and demands in respect of any failure on the part of Assignee to perform those obligations; and
 - (c) Until the Contract is novated or assigned Assignor shall (so far as it lawfully may) give all reasonable assistance to Assignee to enable Assignce to enforce its rights under the Contract.

2.5 Notices and Consents.

- (a) Each Party shall make reasonable efforts to obtain all authorisations, consents, orders and approvals of all officials that may be or become necessary for its execution and delivery of, and the performance of its obligations pursuant to, this Agreement and will co-operate fully with the other Party in promptly seeking to obtain all such authorisations, consents, orders and approvals.
- (b) Assignor shall promptly give any notices to third parties, and shall make reasonable efforts to obtain any third-party consents that are necessary to transfer ownership of the Transferred Assets to Assignee; and Assignee shall cooperate and use reasonable efforts to assist Assignor in giving such notices and obtaining such consents provided, however, that neither Party shall have any obligation to give any guarantee or other consideration of any nature in connection with any such notice or consent or to consent to any change in the terms of any agreement or arrangement which such Party in its sole discretion may deem adverse to its interests.
- 2.6 <u>Delivery of Materials</u>, Assignor shall, upon Assignee's request and within thirty (30) days of such request, deliver to Assignee those Tangible Materials identified in the request.

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- 2.7 Purchase Price.
- 2.8 Purchase Price Adjustment. The Purchase Price set forth in Section 2.7 shall be subject to adjustment after the Effective Date if either the Assignee and Assignor subsequently establish to the reasonable satisfaction of the other that the fair market value of the Transferred Assets under this Agreement is in excess of or is less than the Purchase Price previously paid hereunder. The Assignee and Assignor shall make such adjustments as are fair and reasonable in the circumstances so that the Purchase Price ultimately paid hereunder shall be equal to the fair market value of the Transferred Assets. In the event such Purchase Price Adjustment is in excess of the Purchase Price and subject to VAT, Assignor shall issue a VAT invoice, which shall be paid by Assignee in addition to the Price Adjustment.
- 2.9 Further Assurances. Assignor shall, at Assignee's cost and expense, take all reasonable actions and execute all documents necessary or desirable to record and perfect Assignee's interest in and to the Transferred Assets, and shall not enter into any agreement in conflict with this Agreement.
- 2.10 <u>Confidentiality.</u> Assignor shall maintain in confidence all Know-How, and shall not disclose any Know-How to any third party or use any Know-How for any purpose except as expressly permitted by Assignee. In maintaining the confidentiality of Know-How, Assignor shall exercise the same degree of care that it exercises with its own confidential information, and in no event less than a reasonable degree of care. Without limiting Assignor's obligation to maintain the confidentiality of all Know-How, Assignor shall use commercially reasonable efforts to ensure that each of its Personnel holds in confidence and makes no use of any Know-How save as expressly permitted by Assignee.

ARTICLE 3 WARRANTIES

- 3.1 Warranties of Assignor. Assignor warrants to Assignee as follows:
- (a) <u>Due Authorisation</u>. Assignor is a company duly incorporated and in good standing as of the Effective Date, and the execution, delivery and performance of this Agreement by Assignor have been duly authorised by all necessary action on the part of Assignor.
- (b) <u>Due Execution.</u> This Agreement has been duly executed and delivered by Assignor and constitutes a legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.
- (c) No Conflict. Assignor's execution, delivery and performance of this Agreement do not: (i) violate, conflict with, or result in the breach of any provision of Assignor's charter or by-laws (or similar organisational documents); (ii) conflict with or violate any law or governmental order applicable to Assignor or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which, with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which Assignor is a party. Subject to Section 2.5.

Assignor has obtained and possesses any and all necessary rights and consents to perform all of its obligations under this Agreement.

- (d) Good Title. Assignor is the legal and beneficial owner of the Transferred Assets, and Assignor has neither assigned nor otherwise entered into an agreement by which it purports to assign, license or transfer any right, title or interest in or to the Transferred Assets that would conflict with its obligations under this Agreement.
- (e) Uninterrupted Ownership. Except to the extent of any rights granted by Assignor to its distributors, customers, and/or content providers as part of Assignor's use of the Transferred Assets in the ordinary course of business prior to the Effective Date, Assignee's ownership of the Transferred Assets will not be interrupted or otherwise disturbed by any entity asserting a claim under or through Assignor.
- (f) Infringement. To the best of its knowledge: (i) the use of the Transferred Assets by Assignor prior to the Effective Date did not infringe or conflict with any intellectual property right of any third party, and (ii) no Know-How has been misappropriated from any third party.
- (g) No Yiruses. To the best of its knowledge, the Transferred Assets do not contain any program, routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software or hardware, data or other programs, or that is intended to provide access or produce modifications not authorized by Assignee.

3.2 Acknowledgement.

- (a) Assignee acknowledges and agrees that the warrantics set out in Section 3.1 are the only warranties given by or on behalf of Assignor and upon which Assignee may rely on entering into this Agreement; and
- (b) any claim under any of the warranties set out in Section 3.1 shall be subject to the remaining provisions of this Article 3 and Article 5.
- 3.3 <u>Notice of Warrant's Claim.</u> If Assignee becomes aware of any matter which is likely to give rise to a claim under the warranties, Assignee shall give notice of the relevant facts to Assignor as soon as reasonably practicable after becoming aware of those facts.
- 3.4 <u>Mitisation of Damage.</u> Nothing in this Agreement shall be deemed to relieve Assignee from any common law duty to mitigate any loss or damage incurred by it as a breach of any of the warrantics.

ARTICLE 4 INDEMNIFICATION

4.1 Intellectual Property Indemnification. Assignor shall indemnify and hold Assignee harmless from and against any third party claims, actions, demands, suits, and causes of action arising out of an actual or alleged claim that Assignee's use or exploitation of the Transferred Assets infringes or misappropriates any copyright or trade secret right of any third party ("Third Party Claim") and all out of pocket damages, liabilities, judgements, costs and expenses paid or payable to any third party bringing any such Third Party Claim, as well

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as reasonable legal expenses and reasonable attorneys' and experts' fees incurred by Assignee in defending such Third Party Claim, provided, however, that Assignor shall not be obligated to indemnify Assignee to the extent the Third Party Claim arises out of intellectual property created after the Effective Date of this Agreement or to the extent the Third Party Claim is caused by (a) Assignee's modification of the Transferred Assets; (b) Assignee's failure to use corrections or enhancements to the Transferred Assets made available by Assignor to Assignee; (c) Assignee's unforesceable use of the Transferred Assets in combination with any product or information not owned or developed by Assignor; or (d) directions, specifications or materials provided by Assignee.

4.2 Third Party Claims. In the event of a claim for indemnification under this Article 4 Assignee shall give Assignor prompt notice of such Third Party Claim, and copies of all papers served upon or received by Assignee relating thereto. Assignor shall have the exclusive right to conduct the defence of any Third Party Claim and all negotiations for its settlement or compromise, provided that Assignor shall not have the right to bind Assignee to any non-financial settlement, consent or other agreement without Assignee's prior written consent of, which consent shall not be unreasonably withheld or delayed. Assignee shall provide reasonable assistance to Assignor, at Assignor's expense, in connection with the defence of any Third Party Claim under this Section 4.2. Assignee shall have the right to participate in the defence of such Third Party Claim, at its own expense. Assignee shall provide Assignor with prompt notice of any written threat, warning, or notice of any third party claim.

ARTICLE 5 LIMITATION OF LIABILITY

- 5.1 <u>DIRECT DAMAGES</u>, EXCEPT WITH RESPECT TO AMOUNTS PAID PURSUANT TO SECTION 4.1, IN NO EVENT SHALL ASSIGNOR BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ASSIGNOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
- 5.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL ASSIGNOR'S LIABILITY FOR DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID HEREUNDER. THE LIMITATION SET FORTH IN THIS SECTION 5.2 SHALL NOT APPLY TO AMOUNTS PAID PURSUANT TO SECTION 4.1.
- 5.3 <u>EXCEPTIONS</u>, NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, NEITHER PARTY LIMITS OR EXCLUDES ITS LIABILITY FOR FRAUD, OR FOR DEATH OR PERSONAL INJURY CAUSED BY ITS OWN NEGLIGENCE.

ARTICLE 6 MISCELLANEOUS

- 6.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party other than to an Affiliate, in which case no such consent is required. No assignment by either Party permitted hereunder shall relieve the applicable Party of its obligations under this Agreement.
- 6.2 <u>No Liability.</u> Neither Party shall have, or shall represent that it has, any power, right or authority to bind the other Party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other Party.
- 6.3 Notices. All notices may be given in any manner reasonably expected to reach the recipient, provided that the other Party actually receives notice, but may, in any event, be given with full effect in writing given or made by delivery in person, by overnight courier service (with signature required), by facsimile, by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, receipt of which is acknowledged by the receiving party, to the respective Parties at the following addresses:

If to Assignor:
30 South Colonnade
The Thomson Reuters
Building
Canary Wharf
London El4 SEP
United Kingdom
Attn: General Counsel

If to Assignee: Five Canada Square Canary Wharf London, E14 5AQ United Kingdom Attn: General Counsel

- 6.4 <u>Governing Law.</u> This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales.
- 6.5 <u>Amendment.</u> This Agreement may not be amended or modified except by an instrument in writing signed by all Parties hereto.
- 6.6 No Waiver. The failure of a Party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such Party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all Parties hereto.

- 6.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- 6.8 <u>Headings.</u> The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.
- 6.9 <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original instrument and all of which taken together shall constitute one and the same agreement.
- 6.10 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the Parties with respect to such subject matter. Each Party acknowledges that in agreeing to enter into this Agreement it has not relied on any representation, warranty or other assurance except as set out in this Agreement. In entering into this Agreement no Party may rely on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made by or on behalf of any Party before the signature of this Agreement. Each Party waives all rights and remedies which but for this subclause shall otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance; provided that nothing in this clause shall limit or exclude any liability for fraud.
- 6.11 Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. A person who is not a Party to this Agreement may not enforce its terms under the Contracts Rights of Third Parties Act 1999.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative.

REUTERS LIMITED

Signed on February 27, 2019

Signed in United Kingdom

DocuSigned by:

Timothy Knowland

Title: Director

FINANCIAL & RISK

ORGANISATION LIMITED

Signed on February 27, 2019

Signed in United Kingdom

By: Justin Scatt

Name: Justin Scott

Title: Director

SCHEDULE A







































