# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM553589

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

## **CONVEYING PARTY DATA**

Name	Formerly	<b>Execution Date</b>	Entity Type
CAMELOT UK BIDCO LIMITED		12/16/2019	Limited Company: UNITED KINGDOM
CLARIVATE ANALYTICS (COMPUMARK) LIMITED		12/16/2019	Limited Company: UNITED KINGDOM
CLARIVATE ANALYTICS (UK) LIMITED		12/16/2019	Limited Company: UNITED KINGDOM

## **RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Collateral Agent	
Street Address:	101 NORTH TRYON STREET	
Internal Address:	5TH FLOOR	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28255	
Entity Type:	National Banking Association: UNITED STATES	

## **PROPERTY NUMBERS Total: 57**

Property Type	Number	Word Mark
Registration Number:	2069274	BASICBIOSIS
Registration Number:	1985865	BIOSCAN
Registration Number:	3926344	BIOSIS AUTHOR CONNECT
Registration Number:	1147093	BIOSIS PREVIEWS
Registration Number:	4474788	BIOWORLD
Registration Number:	3591980	BRANDJACKING INDEX
Registration Number:	2132028	CC
Registration Number:	2324797	CC CONNECT
Registration Number:	1161846	CCR
Registration Number:	1164184	CURRENT CHEMICAL REACTIONS
Registration Number:	0671569	CURRENT CONTENTS
Registration Number:	2145765	CURRENT CONTENTS
Registration Number:	2324799	CURRENT CONTENTS CONNECT

TRADEMARK REEL: 006817 FRAME: 0627

900527346

Property Type	Number	Word Mark	
Registration Number:	1573044	CURRENT CONTENTS ON DISKETTE	
Registration Number:	3005481	DERWENT	
Registration Number:	2090555	DERWENT PATENTS CITATION INDEX	
Registration Number:	3345136	IDENTITY TRACKER	
Registration Number:	4582738	INCITES	
Registration Number:	1006077	JOURNAL CITATION REPORTS	
Registration Number:	3614380	MAKING THE INTERNET SAFE FOR BUSINESS	
Registration Number:	2669208	MARKMONITOR	
Registration Number:	3338356	MARKMONITOR	
Registration Number:	3876885	METABASE	
Registration Number:	3876879	METACORE	
Registration Number:	3876898	METADRUG	
Registration Number:	3876882	METAMINER	
Registration Number:	4067563	NEWPORT PREMIUM	
Registration Number:	4067562	NEWPORT SOURCING	
Registration Number:	2573795	QUICKTOOLS	
Registration Number:	3245303	RISKSMART	
Registration Number:	3337940	SAEGIS	
Registration Number:	2737328	SCHOLARONE	
Registration Number:	3517798	SERION	
Registration Number:	3774270	SERION	
Registration Number:	4669599	WEB OF KNOWLEDGE	
Registration Number:	3806458	WEB OF SCIENCE	
Registration Number:	3926345	WEB OF SCIENCE AUTHOR CONNECT	
Registration Number:	3128763	ZOOLOGICAL RECORD	
Registration Number:	1501158	ZOOLOGICAL RECORD ONLINE	
Registration Number:	1362577	TRADEMARKSCAN	
Registration Number:	3094657	DERWENT PATENT STATUS FILE	
Registration Number:	5581365	CLARIVATE	
Registration Number:	5566401	CLARIVATE ANALYTICS	
Registration Number:	3747886	BIND	
Registration Number:	5432791	COMPUMARK	
Registration Number:	2790499	IP MATTERS	
Serial Number:	88457720	TECHSTREET	
Serial Number:	88348508		
Serial Number:	88371591		
Serial Number:	88515048		
Serial Number:	88515104	WEB OF SCIENCE GROUP	

Property Type	Number	Word Mark
Serial Number:	88373576	DERWENT
Serial Number:	88373636	DERWENT
Serial Number:	88376453	
Serial Number:	88169737	
Serial Number:	88384309	TRADEMARKVISION
Serial Number:	88169781	TRADEMARK.COM

#### CORRESPONDENCE DATA

#### Fax Number:

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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Ste 1130

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1164820 TM BofA
NAME OF SUBMITTER:	Junney Kang
SIGNATURE:	/Junney Kang/
DATE SIGNED:	12/17/2019

#### **Total Attachments: 9**

source=Clarivate 2019 - TSA (UK Debenture - CA)#page2.tif source=Clarivate 2019 - TSA (UK Debenture - CA)#page3.tif source=Clarivate 2019 - TSA (UK Debenture - CA)#page4.tif source=Clarivate 2019 - TSA (UK Debenture - CA)#page5.tif source=Clarivate 2019 - TSA (UK Debenture - CA)#page6.tif source=Clarivate 2019 - TSA (UK Debenture - CA)#page7.tif source=Clarivate 2019 - TSA (UK Debenture - CA)#page8.tif source=Clarivate 2019 - TSA (UK Debenture - CA)#page9.tif source=Clarivate 2019 - TSA (UK Debenture - CA)#page10.tif

#### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Agreement</u>"), dated as of December 16, 2019, is entered into by each of the undersigned (each, a "<u>Chargor</u>") in favor of Bank of America, N.A. as Collateral Agent (together with its successors, in such capacity, the "<u>Collateral Agent</u>") for the benefit of the Secured Parties (as defined in the Debenture described below).

WHEREAS, each Chargor has executed and delivered that certain Debenture, dated as of October 31, 2019, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "<u>Debenture</u>"), pursuant to which such Chargor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Chargor's right, title, and interest in and to the Trademark Collateral (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Chargor and the Collateral Agent hereby agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms not otherwise defined herein have the meanings set forth in the Debenture or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. Each Chargor hereby collaterally grants and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Chargor or in which such Chargor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Chargor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

all rights in U.S. trademark and service marks, including all U.S. applications and rights for any of the foregoing, in each case which are owned by such Chargor and which are necessary or material for the operation of the business of the Chargors, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;

<u>provided</u>, <u>however</u>, that the foregoing shall not include any "intent-to-use" trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Debenture, and each Chargor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any

provision of this Agreement is deemed to conflict with the Debenture, the provisions of the Debenture shall control.

SECTION 4. <u>Recordation</u>. Each Chargor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. <u>Governing Law</u>. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of England, without regard to its conflicts of laws principles.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures follow]

2

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

### **CHARGORS:**

CAMELOT UK BIDCO LIMITED

Name: Stephen Hartman

Title:

Director

CLARIVATE ANALYTICS (COMPUMARK) LIMITED

Name: Stephen Hartman

Title: Director

CLARIVATE ANALYTICS (UK) LIMITED

Name: Stephen Hartman

Title: Director

BANK OF AMERICA, N.A., as Collateral Agent

By:\_\_\_\_ Name: Title:

Hefiry Pennell Vice President

[Signature Page to Trademark Security Agreement (Debenture) - Credit Agreement]

# SCHEDULE A

# TRADEMARKS

Name of Chargor	Territory	Trade Marks	Class No.	Registration No. / (Application No.)
Camelot UK Bidco Limited	United States	BASICBIOSIS	42	2,069,274
Camelot UK Bidco Limited	United States	BIOSCAN	16	1,985,865
Camelot UK Bidco Limited	United States	BIOSIS AUTHOR CONNECT	35	3,926,344
Camelot UK Bidco Limited	United States	BIOSIS PREVIEWS	9	1,147,093
Camelot UK Bidco Limited	United States	BIOWORLD	16, 41	4,474,788
Camelot UK Bidco Limited	United States	BRANDJACKING INDEX	16	3,591,980
Camelot UK Bidco Limited	United States	СС	42	2,132,028
Camelot UK Bidco Limited	United States	CC CONNECT	42	2,324,797
Camelot UK Bidco Limited	United States	CCR	42	1,161,846
Camelot UK Bidco Limited	United States	CORTELLIS	36, 42, 44, 45	
Camelot UK Bidco Limited	United States	CURRENT CHEMICAL REACTIONS	42	1,164,184
Camelot UK	United	CURRENT CONTENTS	16	671,569

Schedule A - Page 1

Name of Chargor	Territory	Trade Marks	Class No.	Registration No. / (Application No.)
Bidco Limited	States			
Camelot UK Bidco Limited	United States	CURRENT CONTENTS	09, 42	2,145,765
Camelot UK Bidco Limited	United States	CURRENT CONTENTS CONNECT	42	2,324,799
Camelot UK Bidco Limited	United States	CURRENT CONTENTS ON DISKETTE	9	1,573,044
Camelot UK Bidco Limited	United States	DERWENT	42	3,005,481
Camelot UK Bidco Limited	United States	DERWENT PATENTS CITATION INDEX	42	2,090,555
Camelot UK Bidco Limited	United States	IDENTITY TRACKER	35	3,345,136
Camelot UK Bidco Limited	United States	INCITES	42	4,582,738
Camelot UK Bidco Limited	United States	JOURNAL CITATION REPORTS	16	1,006,077
Camelot UK Bidco Limited	United States	MAKING THE INTERNET SAFE FOR BUSINESS	35, 42, 45	3,614,380
Camelot UK Bidco Limited	United States	MARKMONITOR	42	2,669,208
Camelot UK Bidco Limited	United States	MARKMONITOR	42	3,338,356
Camelot UK Bidco Limited	United States	METABASE	9	3,876,885
Camelot UK	United	METACORE	42	3,876,879

Schedule A - Page 2

Name of Chargor	Territory	Trade Marks	Class No.	Registration No. / (Application No.)
Bidco Limited	States			
Camelot UK Bidco Limited	United States	METADRUG	42	3,876,898
Camelot UK Bidco Limited	United States	METAMINER	42	3,876,882
Camelot UK Bidco Limited	United States	NEWPORT PREMIUM	35, 42, 45	4,067,563
Camelot UK Bidco Limited	United States	NEWPORT SOURCING	35, 42, 45	4,067,562
Camelot UK Bidco Limited	United States	QUICKTOOLS	42	2,573,795
Camelot UK Bidco Limited	United States	RISKSMART	09, 42	3,245,303
Camelot UK Bidco Limited	United States	SAEGIS	41, 45	3,337,940
Camelot UK Bidco Limited	United States	SCHOLARONE	42	2,737,328
Camelot UK Bidco Limited	United States	SERION	45	3,517,798
Camelot UK Bidco Limited	United States	SERION	41	3,774,270
Camelot UK Bidco Limited	United States	TM go365	41, 45	
Camelot UK Bidco Limited	United States	WEB OF KNOWLEDGE	42	4,669,599
Camelot UK Bidco Limited	United States	WEB OF SCIENCE	42	3,806,458

Schedule A - Page 3

Name of Chargor	Territory	Trade Marks	Class No.	Registration No. / (Application No.)
Camelot UK Bidco Limited	United States	WEB OF SCIENCE AUTHOR CONNECT	42	3,926,345
Camelot UK Bidco Limited	United States	ZOOLOGICAL RECORD	42	3,128,763
Camelot UK Bidco Limited	United States	ZOOLOGICAL RECORD ONLINE	9	1,501,158
Camelot UK Bidco Limited	United States	TRADEMARKSCAN	42	1,362,577
Camelot UK Bidco Limited	United States	DERWENT PATENT STATUS FILE	42	3,094,657
Camelot UK Bidco Limited	United States	CLARIVATE		5581365
Camelot UK Bidco Limited	United States	CLARIVATE ANALYTICS & Design		5566401
Camelot UK Bidco Limited	United States	BIOSCAN		1,985,865
Camelot UK Bidco Limited	United States	BIND		3,747,886
Camelot UK Bidco Limited	United States	TECHSTREET & Logo		(88457720)
Camelot UK Bidco Limited	United States	Cortellis Logo		(88348508)
Camelot UK Bidco Limited	United States	Compumark Logo		(88371591)
Camelot UK Bidco Limited	United States	COMPUMARK		5,432,791

Name of Chargor	Territory	Trade Marks	Class No.	Registration No. / (Application No.)
Camelot UK Bidco Limited	United States	Web of Science Logo		(88515048)
Camelot UK Bidco Limited	United States	WEB OF SCIENCE GROUP & Design		(88515104)
Camelot UK Bidco Limited	United States	DERWENT & Design		(88373576)
Camelot UK Bidco Limited	United States	DERWENT		(88373636)
Camelot UK Bidco Limited	United States	MarkMonitor Logo		(88376453)
Clarivate Analytics (CompuMark) Limited	United States	CAT LOGO		(88169737)
Clarivate Analytics (CompuMark) Limited	United States	TrademarkVision		(88384309)
Clarivate Analytics (CompuMark) Limited	United States	TRADEMARK.COM		(88169781)
Clarivate Analytics (UK) Limited - (CAUK)	United States	IP MATTERS		(2,790,499)

**RECORDED: 12/17/2019**