

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623851

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900573278

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Red Flag Group Limited		10/05/2020	Company: HONG KONG

RECEIVING PARTY DATA

Name:	Refinitiv US Organization LLC
Street Address:	251 Little Falls Drive
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3704410	COMPLIANCE DESKTOP
Registration Number:	4437424	COMPLIANCECHALLENGED
Registration Number:	3925411	COMPLIANCECREDIT
Registration Number:	4140518	COMPLIANCEDESKTOP CONNECT
Registration Number:	4228066	COMPLIANCEDESKTOP CONNECT
Registration Number:	3925412	CORPORATE GOVERNANCE & COMPLIANCE COMP
Registration Number:	5073082	DATA + INSIGHT + ANALYSIS = ADVICE
Registration Number:	4277520	GTE
Registration Number:	4590045	INTEGRAANALYTICS
Registration Number:	4561521	INTEGRACHECK
Registration Number:	4508039	INTEGRAFILM
Registration Number:	4641677	INTEGRAHIRE
Registration Number:	4512613	INTEGRALERT
Registration Number:	4420718	INTEGRAMAP
Serial Number:	87233336	INTEGRAPULSE
Registration Number:	4269661	INTEGRARATING
Registration Number:	4630005	INTEGRATRACK
Registration Number:	4902635	INTEGRATRACK

TRADEMARK

900594597

REEL: 007168 FRAME: 0502

Property Type	Number	Word Mark
Registration Number:	4081366	INTEGRAWATCH
Registration Number:	3399058	RED FLAG GROUP
Registration Number:	4170496	RED FLAG GROUP
Registration Number:	5289063	SUPPLIER INTEGRITY
Registration Number:	5289064	SUPPLIER INTEGRITY
Registration Number:	4474318	THE COMPLIANCE FIRM TURNING COMPLIANCE

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.

Email: dallastrademarks@bakermckenzie.com

Correspondent Name: Dyan M. House

Address Line 1: 1900 N Pearl St.

Address Line 2: Suite 1500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	10091559
NAME OF SUBMITTER:	Dyan M. House
SIGNATURE:	/Dyan M. House/
DATE SIGNED:	02/02/2021

Total Attachments: 20

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ETAS ID: TM601565

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Registration Number:	4630005	INTEGRATRACK	
Registration Number:	4902635	INTEGRATRACK	
Registration Number:	4081366	INTEGRAWATCH	

CH \$615.00 3704410

EXECUTION

Dated 5 October 2020

THE RED FLAG GROUP LIMITED
and
REFINITIV US ORGANIZATION LLC

TRADE MARK ASSIGNMENT (US)
for the assignment of US trade marks to Refinitiv US Organization LLC

Trade Mark Assignment

This Agreement (the "Agreement") is made on 5 October 2020 between:

- (1) **THE RED FLAG GROUP LIMITED**, a company incorporated in Hong Kong with registered number 1081817, whose registered office is at Level 21, Cityplaza 3, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong (the "Assignor"); and
- (2) **REFINITIV US ORGANIZATION LLC**, a limited liability company incorporated in Delaware, with registered number 5206036 whose registered office is at 251 Little Falls Drive, Wilmington, New Castle, Delaware, USA 19808 (the "Assignee").

Whereas:

- (A) the Assignor is the proprietor of the Trade Marks (as defined below);
- (B) the Assignor agrees to assign all of its right, title and interest in and to the Trade Marks to the Assignee on the terms of this Agreement; and
- (C) in connection with the transactions set out under this Agreement, each of the Assignor, The Red Flag Group (BVI) Ltd and The Red Flag Group Products (HK) Limited has, on or prior to the date of this Agreement, applied for and obtained certain employer identification numbers and filed certain entity classification elections, to change its tax classification to be a disregarded entity from its owner for US federal tax purposes.

It is agreed as follows.

1 Definitions and interpretation

1.1 Definitions

In this Agreement, the following capitalised terms shall have the meanings set out below:

"Trade Marks" means the registered trade marks and applications for registered trade marks in the United States of America set out in the Schedule to this Agreement.

1.2 Interpretation

In this Agreement, unless otherwise specified:

- 1.2.1 references to this Agreement shall include any recitals and the Schedule to it and references to recitals, Clauses and Schedule are to clauses of, and recitals and schedules to, this Agreement;
- 1.2.2 headings are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.3 references to a statute or statutory provision include:
 - (i) that statute or provision as modified, re-enacted or consolidated from time to time;
 - (ii) any past statute or statutory provision (as from time to time modified, re-enacted or consolidated) which that statute or statutory provision has directly or indirectly replaced; and
 - (iii) any subordinate legislation made from time to time under that statute or statutory provision;

1.2.4 references to:

- (i) a person include any company, partnership or unincorporated association (whether or not having separate legal personality); and
- (ii) a company include any company, corporation or body corporate, wherever incorporated;

1.2.5 in this Agreement, "to the extent that" shall mean "to the extent that" and not solely "if", and similar expressions shall be construed in the same way;

1.2.6 the words "including", "include", "in particular", and words of similar effect shall not be deemed to limit the general effect of the words that precede them; and

1.2.7 references to any England and Wales legal term shall, for any jurisdiction other than England and Wales, be construed as a reference to the term or concept which most nearly corresponds to it in that jurisdiction.

2 Assignment

In consideration of the sum of [REDACTED] payable by the Assignee to the Assignor, the sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee:

2.1 all of its right, title and interest in and to the Trade Marks and all of the goodwill attaching to and represented by the Trade Marks, but no other goodwill;

2.2 the entitlement to any registrations granted pursuant to any of the applications comprised within the Trade Marks; and

2.2 all rights of action arising or accrued relating to the Trade Marks, including the right to take and/or defend proceedings for infringement of the Trade Marks and/or other causes of action arising from ownership of any of the Trade Marks, and all rights to seek, recover and retain damages and/or an account of profits and all other remedies for all past, current and/or future infringements or misuse of the Trade Marks.

3 Exclusion of warranties

The Assignor excludes all warranties (express and/or implied) in relation to the Trade Marks.

4 Further assurance

At the request of the Assignee, the Assignor shall, and shall procure that any necessary third party shall, execute such documents and do such acts and things as the Assignee may require for the purpose of giving to the Assignee the full benefit of all of the provisions of this Agreement. The Assignor's obligations under this Clause 4 shall include assisting the Assignee in registering the Assignee as applicant for, or proprietor of, as relevant, the Trade Marks, and providing the Assignee with all information and other assistance reasonably required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings relating to any of the rights assigned by this Agreement.

5 Invalidity

- 5.1** If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.
- 5.2** If, and to the extent, it is not possible to delete or modify the provision, in whole or in part, under Clause 5.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under Clause 5.1, not be affected.

6 Third party rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Agreement.

7 Whole agreement

- 7.1** This Agreement contains the whole agreement between the parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Agreement.
- 7.2** Each of the parties agree and acknowledge that, in entering into this Agreement, they are not relying on any representation, warranty or undertaking not expressly incorporated into it.
- 7.3** Unless otherwise stated in this Agreement, each of the parties agrees and acknowledges that its only right and remedy in relation to any representation, warranty or undertaking made or given in or in connection with this Agreement shall be for breach of the terms of this Agreement and each of the parties waives all other rights and remedies (including rights and remedies to claim damages in tort or under statute or civil codes, or to (wholly or partly) rescind, nullify or terminate (whether by court or arbitral order or otherwise) this Agreement) in relation to any such representation, warranty or undertaking.
- 7.4** Nothing in this Clause 7 excludes or limits any liability for fraud or wilful misconduct, gross negligence, concealment, dishonesty or deliberate non-disclosure.

8 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by signing any such counterpart.

9 Governing law and jurisdiction

- 9.1** This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.
- 9.2** Each party irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement shall be

brought in such courts. Each party irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

This Agreement has been duly entered into on the date shown at the beginning.

SIGNED by
on behalf of **THE RED FLAG
GROUP LIMITED:**

}

Signature

SIGNED by
on behalf of **REFINITIV US
ORGANIZATION LLC:**

}

DocuSigned by:
Darren Pocsik
73B4BB4EA6A0498
Signature

This Agreement has been duly entered into on the date shown at the beginning.

SIGNED by
on behalf of **THE RED FLAG
GROUP LIMITED:**

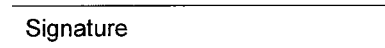
}

A handwritten signature in cursive script, appearing to read "Michael Lane", is written over a horizontal line.

Signature

SIGNED by
on behalf of **REFINITIV US
ORGANIZATION LLC:**

}

A horizontal line is drawn, intended for a signature, but it is currently blank.

Signature

**Schedule
Trade Marks**

Country	Mark	Class	Application Number	Registration Number	Registration Date
USA	COMPLIANCE DESKTOP (device mark)	9	77585866	3704410	3 November 2009
USA	COMPLIANCECHALL ENGED (word mark)	35, 45	85714328	4437424	19 November 2013
USA	COMPLIANCECREDI T (word mark)	35	85082951	3925411	1 March 2011
USA	COMPLIANCEDESKT OP CONNECT (word mark)	42	85459967	4140518	8 May 2012
USA	COMPLIANCEDESKT OP CONNECT (word mark)	42	85459962	4228066	16 October 2012
USA	CORPORATE GOVERNANCE & COMPLIANCE COMPETITIVE ADVANTAGE (word mark)	35	85082956	3925412	1 March 2011
USA	DATA + INSIGHT + ANALYSIS = ADVICE (word mark)	35, 45	86956003	5073082	1 November 2016
USA	GTE (word mark)	42	85573638	4277520	15 January 2013
USA	INTEGRAANALYTICS (word mark)	9	86004853	4590045	19 August 2014
USA	INTEGRACHECK (word mark)	35, 45	86114700	4561521	1 July 2014
USA	INTEGRAFILM (word mark)	41	85943128	4508039	1 April 2014
USA	INTEGRAHIRE (word mark)	45	85709478	4641677	18 November 2018
USA	INTEGRALERT (word mark)	35	85943135	4512613	8 April 2014
USA	INTEGRAMAP (word mark)	9, 35	85713018	4420718	22 October 2013

Country	Mark	Class	Application Number	Registration Number	Registration Date
USA	INTEGRAPULSE (word mark)	35, 42	87233336	-	-
USA	INTEGRARATING (word mark)	9, 16, 35, 36, 42	85524510	4269661	1 January 2013
USA	INTEGRATRACK (word mark)	35	86246755	4630005	28 October 2014
USA	INTEGRATRACK (word mark)	35	86428719	4902635	16 February 2016
USA	INTEGRAWATCH (word mark)	35, 45	85281917	4081366	3 January 2012
USA	RED FLAG GROUP (design mark)	35, 41, 42	77040113	3399058	18 March 2008
USA	RED FLAG GROUP (design)	35, 45	85379505	4170496	10 July 2012
USA	SUPPLIER INTEGRITY (word mark)	42	87159957	5289063	19 September 2017
USA	SUPPLIER INTEGRITY (design mark)	42	87159961	5289064	19 September 2017
USA	THE COMPLIANCE FIRM TURNING COMPLIANCE INTO A COMPETITIVE ADVANTAGE (word mark)	35	85943126	4474318	28 January 2014

EXECUTION

Dated 5 October 2020

THE RED FLAG GROUP LIMITED
and
REFINITIV US ORGANIZATION LLC

TRADE MARK ASSIGNMENT (US)
for the assignment of US trade marks to Refinitiv US Organization LLC

TRADEMARK
REEL: 007168 FRAME: 0514

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Whereas:

- (A) the Assignor is the proprietor of the Trade Marks (as defined below);
- (B) the Assignor agrees to assign all of its right, title and interest in and to the Trade Marks to the Assignee on the terms of this Agreement; and
- (C) in connection with the transactions set out under this Agreement, each of the Assignor, The Red Flag Group (BVI) Ltd and The Red Flag Group Products (HK) Limited has, on or prior to the date of this Agreement, applied for and obtained certain employer identification numbers and filed certain entity classification elections, to change its tax classification to be a disregarded entity from its owner for US federal tax purposes.

It is agreed as follows.

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2 Assignment

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2.1 all of its right, title and interest in and to the Trade Marks and all of the goodwill attaching to and represented by the Trade Marks, but no other goodwill;

2.2 the entitlement to any registrations granted pursuant to any of the applications comprised within the Trade Marks; and

2.2 all rights of action arising or accrued relating to the Trade Marks, including the right to take and/or defend proceedings for infringement of the Trade Marks and/or other causes of action arising from ownership of any of the Trade Marks, and all rights to seek, recover and retain damages and/or an account of profits and all other remedies for all past, current and/or future infringements or misuse of the Trade Marks.

3 Exclusion of warranties

The Assignor excludes all warranties (express and/or implied) in relation to the Trade Marks.

4 Further assurance

At the request of the Assignee, the Assignor shall, and shall procure that any necessary third party shall, execute such documents and do such acts and things as the Assignee may require for the purpose of giving to the Assignee the full benefit of all of the provisions of this Agreement. The Assignor's obligations under this Clause 4 shall include assisting the Assignee in registering the Assignee as applicant for, or proprietor of, as relevant, the Trade Marks, and providing the Assignee with all information and other assistance reasonably required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings relating to any of the rights assigned by this Agreement.

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on behalf of **THE RED FLAG
GROUP LIMITED:**

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Signature

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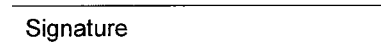
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SIGNED by
on behalf of **REFINITIV US
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USA	SUPPLIER INTEGRITY (word mark)	42	87159957	5289063	19 September 2017
USA	SUPPLIER INTEGRITY (design mark)	42	87159961	5289064	19 September 2017
USA	THE COMPLIANCE FIRM TURNING COMPLIANCE INTO A COMPETITIVE ADVANTAGE (word mark)	35	85943126	4474318	28 January 2014