

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM636216

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900599169		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WorldWatch Plus, Inc.		02/05/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dun & Bradstreet, Inc.		
<b>Street Address:</b>	101 JFK Parkway		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Short Hills		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07078		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4644856		
<b>Registration Number:</b>	4644852	WORLDWATCH PLUS	
<b>Registration Number:</b>	4641136	WW+	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	9739215942		
<b>Email:</b>	scariatim@dnb.com		
<b>Correspondent Name:</b>	Marjorie Scariati		
<b>Address Line 1:</b>	101 JFK Parkway		
<b>Address Line 4:</b>	Short Hills, NEW JERSEY 07078		
<b>ATTORNEY DOCKET NUMBER:</b>	WORLDWATCH		
<b>NAME OF SUBMITTER:</b>	Marjorie scariati		
<b>SIGNATURE:</b>	/Marjorie Scariati/		
<b>DATE SIGNED:</b>	04/01/2021		
<b>Total Attachments: 4</b>			

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**Assignment and Assumption Agreement  
(WorldWatch Plus, Inc.)**

This Assignment and Assumption Agreement ("Agreement") dated as of February 5, 2021, is by and between: (i) WorldWatch Plus, Inc., a Delaware corporation ("Seller"), and (ii) Dun & Bradstreet, Inc., a Delaware corporation ("Buyer"). Each capitalized term used but not defined in this Agreement shall have the meaning ascribed to it in that certain Asset Purchase Agreement, dated as of January 29, 2021 (the "Asset Purchase Agreement"), by and among Buyer, Seller, and the other parties thereto.

Pursuant to the terms and conditions of the Asset Purchase Agreement, Seller agreed to assign to Buyer and Buyer agreed to assume from Seller, for the consideration and upon the terms and conditions set forth in the Asset Purchase Agreement, certain of the contracts, rights, liabilities and obligations of Seller as specifically described in the Asset Purchase Agreement. Seller desires to deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery as are required to vest in Buyer all of Seller's right, title and interest in and to the Assets, including, without limitation, the Assigned Seller Contracts, the Accounts Receivable, and the Intellectual Property Assets. Buyer desires to deliver to Seller such instruments as are required in order to effectuate and evidence the assumption by Buyer of the Assumed Liabilities.

Now, therefore, pursuant to the Asset Purchase Agreement and in consideration of the mutual promises it contains, the receipt and sufficiency of which Seller and Buyer each acknowledge, Seller and Buyer agree as follows:

1. Effective as of the Closing: (a) Seller sells, transfers, assigns, conveys and delivers to Buyer all of Seller's right, title and interest in, to and under all of the intangible Assets, including, without limitation, the Assigned Seller Contracts, the Accounts Receivable, and the Intellectual Property Assets; and (b) Buyer accepts the sale, transfer, assignment, conveyance and delivery of all of Seller's right, title and interest in, to and under the Assets, including, without limitation, the Assigned Seller Contracts, the Accounts Receivable, and the Intellectual Property Assets, under this Agreement.
2. Effective as of the Closing, subject to the terms and conditions of the Asset Purchase Agreement, Buyer assumes and agrees to be responsible and liable for all the terms, conditions, provisions, obligations, covenants and agreements of Seller under the Assumed Liabilities. Except for the Assumed Liabilities assumed under this Agreement and the Asset Purchase Agreement, Buyer does not hereby assume and shall not hereby become liable or responsible for any Liabilities of Seller.
3. Seller agrees that from time to time after the date hereof, it shall, at the reasonable request of Buyer, execute and deliver, or cause to be delivered, such other and further instruments of sale, transfer, assignment and conveyance and take such other and further action as may be necessary in order to (a) document Buyer's ownership of all of Seller's right, title and interest in and to the Assets contemplated by the Asset Purchase Agreement to be sold, transferred, assigned, conveyed and delivered to Buyer, (b) vest in Buyer ownership of all of Seller's right, title and interest in and to the Assets as required by the Asset Purchase Agreement, (c) put Buyer in possession of the Assets and (d) subject to Buyer reimbursing Seller for its reasonable out of pocket expenses incurred in connection therewith, assist Buyer in demonstrating or otherwise evidencing to third parties that Seller has transferred to Buyer all of Seller's right, title and interest in and to the Assets. Buyer agrees that from time to time after the date hereof, it shall, at its sole expense, at the reasonable request of Seller, execute and deliver, or cause to be executed and delivered, such other and further instruments of assumption and take such other and further action as may be

necessary or appropriate in order to give effect to Buyer's assumption of the Assumed Liabilities. If any party to this Agreement discovers that Seller holds any right, title or interest in and to the Assets contemplated by the Asset Purchase Agreement to be sold, transferred, assigned, conveyed and delivered to Buyer, such party shall provide notice of such fact to Buyer and Seller shall promptly cause to be executed and delivered instruments of sale, transfer, assignment and conveyance as may be necessary or appropriate in order to vest in Buyer ownership of all of such right, title and interest in and to such Assets.

4. Nothing in this Agreement shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Agreement as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any of the conflict of law rules thereof.
6. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission and by electronic mail in PDF format shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile and by electronic mail in PDF format shall be deemed to be their original signatures for all purposes.

\* \* \* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES APPEAR ON NEXT PAGE]

Buyer and Seller have caused this Assignment and Assumption Agreement to be executed as of the date first set forth above.

BUYER:

Dun & Bradstreet, Inc., a Delaware corporation

By: *Joe Reinhardt*  
Name: Joe Reinhardt  
Title: Chief Legal Officer

SELLER:

WorldWatch Plus, Inc., a Delaware corporation

By: *Mark Dolson*  
Name: Mark Dolson  
Title: President

Schedule 2.19(a)

Intellectual Property Assets

A. SELLER INTELLECTUAL PROPERTY

Trademarks

The trademarks set forth below, together with the goodwill of the business connected with the use of, and symbolized thereby:

Logo:



WorldWatch Plus  
WW+  
CRIMWatch  
WorldWatch FIN  
WorldWatch Media  
GlobalChek  
ClearanceChek

All common law rights related to the foregoing trademarks.

The following trademark registrations and all issuances, extensions, and renewals thereof:

Serial No.	Registration No.	Mark	Registration Date	Registration Owner	Country
86255055	4644856	Logo	11/25/2014	Seller	US
86254941	4644852	WorldWatch Plus	11/25/2014	Seller	US
86254979	4641136	WW+	11/18/2014	Seller	US