

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679792

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900642149		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Communications LLC		08/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Toppan Vintage Inc.		
Street Address:	747 3rd Avenue		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2825379	MERRILL CONNECT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6124927717		
Email:	mhill@fredlaw.com		
Correspondent Name:	Michelle Hill		
Address Line 1:	200 South 6th Street		
Address Line 4:	Minneapolis, MINNESOTA 55402-1425		
ATTORNEY DOCKET NUMBER:	82483.19		
NAME OF SUBMITTER:	Michelle Hill		
SIGNATURE:	/Michelle Hill/		
DATE SIGNED:	10/08/2021		
Total Attachments: 35			
source=Notice of Non-Recordation 900642149 (Toppan Vintage)#page1.tif			
source=CoverSheet Resubmission 900642149 (Toppan Vintage)#page1.tif			

INTELLECTUAL PROPERTY TRANSFER & LICENSE AGREEMENT

by and among

MERRILL COMMUNICATIONS LLC

and

TOPPAN VINTAGE INC.

Dated as of August 31, 2018

INTELLECTUAL PROPERTY TRANSFER & LICENSE AGREEMENT

This Intellectual Property Transfer & License Agreement (this “*Agreement*”) is entered into as of August 31, 2018 (the “*Effective Date*”), by and between Merrill Communications LLC, a Delaware limited liability company (“*Seller*”), and Toppan Vintage Inc., a New York corporation (“*Buyer*”) (each, a “*Party*” and collectively, the “*Parties*”).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Seller and Buyer party thereto (including Seller and Buyer) (the “*APA*”) Buyer have agreed to purchase from Seller, and Seller have agreed to sell to Buyer, the Business (as defined in the APA);

WHEREAS, the APA requires the execution and complete delivery of this Agreement by the Parties hereto at the Closing;

WHEREAS, in connection with the APA, Seller is obligated to transfer certain Intellectual Property and to license other certain Intellectual Property to Buyer;

WHEREAS, as part of the Intellectual Property that is required to be transferred or licensed per the APA, Seller wishes to transfer or license, as applicable, Seller-owned Software and also Trademarks that include the Transition Mark; and

WHEREAS, in connection with that certain Stock and Purchase Agreement dated as of August 1, 2018, by and among Seller and Buyer party thereto (including Seller and Buyer) (the “*SAPA*”) Buyer have agreed to purchase from Seller, and Seller have agreed to sell to Buyer, the Business (as defined in the SAPA) and have also agreed to enter into a Coexistence Agreement and Referral Agreement related thereto;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and in the APA, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS.

Section 1.1 Definitions. Capitalized terms used but not defined herein shall have the meanings given such terms in the APA, which meanings are incorporated herein by reference. Capitalized terms used in this Agreement, whether in singular or in plural and not otherwise defined herein shall have the following meanings:

“*Allowed Business Content Uses*” shall have the meaning ascribed thereto in Section 4.2.

“*Authorized Recipient(s)*” shall have the meaning ascribed thereto in Section 9.2.

“Bankruptcy Code” shall have the meaning ascribed thereto in Section 9.2.

“Business” shall have the meanings ascribed thereto in the APA.

“Business Content” means all Data, web page content, manuals, handbooks, rules, policies, Sharepoint sites, workflows, templates, personal drives, shared drives and databases, that were transferred to Buyer as part of the Books and Records of the Business under the APA, in each case, regardless of whether separable or comingled with content relating to the Non-Transferred Businesses.

“Comparable Standards” shall have the meaning ascribed thereto in Section 4.5.

“Confidential Information” shall mean any and all technical and non-technical information either Party provides or makes available to the other hereunder that is marked or otherwise identified or known by the receiving party, or should reasonably have been known by the receiving party based on the totality of the circumstances, at the time of disclosure as confidential or proprietary, including trade secrets, know-how, firmware, designs, schematics, techniques, software code, technical documentation, formulae, processes, procedures, specifications, plans or any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plan or financial or personnel matter relating to either Party, its present or future products, sales, suppliers, customers, employees, investors or business, whether in written, oral, graphic or electronic form. For the avoidance of doubt, any such information concerning or relating to (i) the terms of this Agreement shall be the Confidential Information of both Parties, and (ii) the Transferred IP shall be the Confidential Information of Buyer.

“Confusingly Similar Trademark” shall mean, with respect to any Licensed Trademark, any other Trademark that is likely to be confused or associated with, such Licensed Trademark when used on or in connection with the applicable goods or services, which Trademark may include different words, symbols, or combinations of letters, but the attributes, shapes, and color schemes of which create an overall similar impression.

“Copyrights” shall mean original works of authorship and other copyrightable works, including without limitation Software and computer algorithms, and all registrations and applications therefor, and database rights, whether or not registered, and all rights therein provided by international treaties or conventions.

“Corporate Identity” shall mean, collectively, all uses of a name or symbol that would normally identify a company or identify a business as the origin of goods and services.

“Cure Period” shall have the meaning ascribed thereto in Section 11.3.

“Data” shall mean installation, evaluation, reporting, monitoring, tracker, work order, schedule, parts, maintenance, billing, invoicing, payment, modeling, prediction, estimation, verification, research and development data, including data that is dynamically generated and displayed and data that is statically stored in computer memory databases and any printed forms thereof.

“**Derivative Work**” shall have the same meaning as set forth in the U.S. Copyright Act (17 U.S.C. Sec. 101).

“**Disclosing Party**” shall have the meaning ascribed thereto in Section 9.1.

“**Dispute**” shall have the meaning ascribed thereto in Section 14.8.

“**Domain Names**” shall mean Internet domain name registrations.

“**Existing Standards**” shall have the meaning ascribed thereto in Section 4.5.

“**Force Majeure**” shall have the meaning ascribed thereto in Section 14.14.

“**Governmental Entity**” shall mean any U.S. federal, state or local government or governmental entity or any foreign government or governmental entity or any political or other subdivision, department or branch thereof or any regulatory, administrative or other agency or any court or tribunal of any of the foregoing.

“**Improvements**” shall mean any new invention, development, enhancement, modification, new revision or release, patch, Derivative Work or improvement, whether to the whole or any portion or portions of any one or more items of Intellectual Property licensed hereunder.

“**Intellectual Property**” shall mean, without limitation, all rights and interests arising under the laws and regulations of the United States of America and any applicable foreign jurisdictions with respect to any of the following: (i) Trademarks; (ii) Patents; (iii) Copyrights; (iv) Proprietary Information; (v) Software; and (vi) all other intellectual property rights recognized under applicable laws and regulations of the United States of America and any applicable foreign jurisdictions.

“**JMSS**” means the suite of Software programs commonly referred to as the Job Management System (“**JMS**”) that includes the software modules commonly referred to as the JMS Application Software, Job Listing Service (“**JLS**”), Job Control System (“**JCS**”), Prepress Software, Proof Assembler Software, Scanless Workflow Software, Filing Agent Software, Interface Logic and Workflow Software and PDF Distiller Software, and which collectively can be described as the Seller’s proprietary web-based user interface that stores and controls job information for client projects that is primarily used to communicate instructions, post files and capture billable tasks for Seller’s internal operations, together with associated Licensed Documentation, as it exists as of the Effective Date.

“**Licensed Copyrights**” shall mean the Shared Content.

“**Licensed Products**” shall mean all products and services of the Business.

“**Licensed Trademark**” shall mean the Transition Mark.

“**Losses**” shall have the meaning ascribed thereto in Section 12.1.

“**Materials**” shall mean tangible or intangible materials used to support the marketing, sales or other promotion of the Business and products and services of the Business, including direct mail, brochures, posters, visual aids used in marketing and sales presentations, and web site advertisements or web-based promotions, to potential or existing customers, which materials bear, display or otherwise incorporate any Licensed Trademark or Transferred IP, as applicable.

“**Mitigation Plan**” shall have the meaning ascribed thereto in Section 4.7.

“**New York Courts**” shall have the meaning ascribed thereto in Section 14.6.

“**Object Code**” shall mean computer programming code, substantially or entirely in binary form, which is intended to be directly executable by a computer after suitable processing but without the intervening steps of compilation or assembly.

“**Patents**” means issued patents and patent applications, including all reissues, divisionals, renewals, extensions, reexaminations, provisionals, continuations and continuations-in-part thereof.

“**Product**” means any product, product line, device, system, component, hardware, software (including open source software programs and firmware), program, instructions, or other offering along with any methods or processes in connection therewith.

“**Proprietary Information**” shall mean all information, inventions (whether or not patentable), improvements, practices, algorithms, specifications, Data, know-how, show-how, formulae, status, plans, forecasts, trade secrets, technical information, customer lists, business information, knowledge, expertise, inventions, discoveries, processes, models, techniques, methods, drawings and associated data, manuals, designs, engineering work, studies including environmental studies, diligence, applications, permits, properties, rights, Federal or state issued licenses and permits and application materials and status including a Party’s position within any queues in the regulatory process with any state of Federal agencies, and other interests to the extent related to the business of such Party (irrespective as to whether such information and data is available by way of documentation, orally or in electronic format), including any such or other information held by such Party and related to the development, marketing, pricing, distribution, cost and sales of such Party’s business.

“**Recipient**” shall have the meaning ascribed thereto in Section 9.1.

“**Shared Content**” means all material Data and printed documents that are used by both the Business and the Non-Transferred Businesses, including but not limited to, all relevant web page content, manuals, handbooks, rules, policies, Sharepoint sites, workflows, templates, personal drives, shared drives and databases, in each case, regardless of whether separable or comingled.

“**Software**” shall mean computer software programs, systems, and algorithms, including all databases, compilations, tool sets, compilers, higher level or “proprietary” languages, and related documentation and materials, statements of principles of operation and schematics, as

well as any pertinent commentary, explanation, programs including compilers, and workbenches, whether in Source Code, Object Code, machine readable or human readable form.

“*Source Code*” shall mean computer programming code, other than Object Code, and related source code level system documentation, comments and procedural code, such as job control language, which may be printed out or displayed in human readable form.

“*Standards of Quality*” shall mean at least the same standards of quality, appearance, service and other standards applicable to the Business that were documented or otherwise observed in the Business as of the Effective Date.

“*Third Party*” means a Person other than a Party or any Subsidiary or Affiliate of such Party.

“*Third Party Claim*” shall have the meaning ascribed thereto in Section 13.3.

“*Trademarks*” shall mean trademarks, service marks, trade dress, Domain Names, trade names, business names or any other indications of origin or source, and registrations and applications therefor, and the good will symbolized thereby.

“*Transferred IP*” shall mean the Intellectual Property primarily related to the Business that is owned by the Seller and includes the Intellectual Property listed on Schedule 1.

“*Transition Mark*” shall mean “MERRILL” alone and exactly as shown as listed on Schedule 2.

ARTICLE II

ASSIGNMENT OF TRANSFERRED IP

Section 2.1 Seller, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby irrevocably assigns, transfers, and sets over unto Buyer, its successors, assigns, nominees, or legal representatives, and Buyer hereby acknowledges such assignment and transfer and hereby accepts, the full and exclusive right, title, and interest in and to the Transferred IP and all related Materials, subject to any and all Permitted Encumbrances (as such term is defined in the APA), to be held and enjoyed by Buyer, its successors, assigns, nominees, or legal representatives, as fully and entirely as the same would have been held and enjoyed by such Seller had this Agreement not been made, including, any and all rights to sue and collect damages for any past, present, and future infringement, misappropriation or misuse of any Transferred IP, and any and all goodwill associated with any and all of the Transferred IP. Seller shall provide to Buyer a complete instance of the Source Code and a complete instance of the executable Object Code for all Transferred IP that is Software.

Section 2.2 Seller hereby covenants and agrees to and shall, upon request of Buyer, its successors, legal representatives, nominees, or assigns, and without further remuneration except reimbursement for reasonable out-of-pocket expenses, execute and deliver any document

or papers that may be reasonably necessary to Buyer's, its successors', legal representatives', nominees', or assigns', protection, enforcement, and title in and to the Transferred IP and any and all rights hereby transferred, subject to all Permitted Encumbrances.

Section 2.3 Seller hereby authorizes and requests the Director of the U.S. Patent and Trademark Office, the Director of the U.S. Copyright Office, and any official in any other country or jurisdiction whose duty it is to issue or register patents, copyrights or trademarks or any other types of issuances, certificates, or registrations, on any applications or other filings included in the Transferred IP, to issue all patents, copyrights, trademarks, and any other types of issuances, certificates, and registrations for all such applications and other filings, and to accept any recordation documents relating to the assignment specified herein, in order to allow Buyer to secure and vest full Intellectual Property rights for such applications and other filings that are included in the Transferred IP to Buyer, its successors, heirs, assigns, and legal representatives.

ARTICLE III LICENSED COPYRIGHTS AND BUSINESS CONTENT

Section 3.1 License to Licensed Copyrights. Seller hereby grants to Buyer a nonexclusive, perpetual, irrevocable, worldwide, royalty free, fully paid-up, sublicenseable (solely to the extent provided in Article VII), and transferrable (solely to the extent provided in Section 14.2), right and license to install, use, reproduce, distribute, transmit, display, perform, operate, publish, create Improvements of, and copy, the Licensed Copyrights, but, in each case, solely in support of, and used in relation to, the operations of the business of the Buyer and for archival purposes, and, with respect to non-public facing Licensed Copyrights, subject to the confidentiality obligations of Article IX herein. The license to the Licensed Copyrights includes the right to make unlimited copies of the each of the items included in the set of Licensed Copyrights, but only to the extent that such copies are used for or in connection with the business of Buyer. Seller shall provide to Buyer copies (whether electronic or printed) of all Licensed Copyrights on or prior to the Effective Date in order to allow Buyer to exercise any and all of the license rights afforded in this Article III herein. Buyer and its customers, suppliers, contractors and consultants may use the Licensed Copyrights, but only to the extent that such use is (i) exclusively for or in connection with the business of Buyer and the Companies, (ii) solely on behalf of and at the direction of Buyer and not for the benefit of such suppliers, contractors and consultants; provided, however, that if a supplier, contractor or consultant ceases to be a supplier, contractor or consultant, no Licensed Copyrights may be used by such former supplier, contractor or consultant as of the date of such termination or expiration unless such former supplier, contractor or consultant re-establishes itself as a supplier, contractor or consultant of the Buyer.

Section 3.2 License to Business Content. Buyer hereby grants to Seller a nonexclusive, perpetual, worldwide, royalty free, fully paid-up, sublicenseable (solely to the extent provided in Article VII), and transferrable (solely to the extent provided in Section 14.2), right and license to use, reproduce, distribute, transmit, display and copy, the Business Content, solely (i) to support its obligations under, and as allowed under, Section 5.1 herein, (ii) to support the Non-Transferred Businesses and services of Seller that still have a business need for such Business Content, and (iii) for archival purposes; provided, however that, in each case, such Business

Content may not be used by Seller in violation of Section 5.17 of the APA (the “*Allowed Business Content Uses*”). Seller’s customers, suppliers, contractors and consultants may use the Business Content licensed to the Seller, but only to the extent that such use is (i) limited to the Allowed Business Content Uses, and (ii) solely on behalf of and at the direction of Buyer and not for the benefit of such suppliers, contractors and consultants; provided, further, however, that if a supplier, contractor or consultant ceases to be a supplier, contractor or consultant, no Business Content may be used by such former supplier, contractor or consultant as of the date of such termination or expiration unless such former supplier, contractor or consultant re-establishes itself as a supplier, contractor or consultant of the Seller.

ARTICLE IV TRADEMARK LICENSE TO BUYER

Section 4.1 Transitional Trademark License. Seller hereby grants to Buyer a non-exclusive, worldwide, royalty free, fully paid up, limited, personal, transitional trademark license to use the Licensed Trademark for a duration of six (6) months and solely in connection with printed copies of the inventory of marketing and promotional materials, letterhead and business cards of the Business that exist on the Effective Date in order to allow such a time period for use while transitioning to the use of any other Trademark (other than the Licensed Trademark or any of the Trademarks used or owned by Seller). For avoidance of doubt, as promptly as practicable and in any event no later than six (6) months following the Closing associated with the APA, Buyer shall not hold itself out as being associated with or affiliated with the Seller or any of its Affiliates and, subject to Section 5.2 and any related Proposed Transfer Agreement that is subsequently executed and delivered, all use of the Transition Mark shall cease.

Section 4.2 Ownership. Buyer acknowledges that Seller is the owner of and has acquired substantial goodwill in the Licensed Trademark and agrees that every use thereof in connection with this Agreement shall inure solely to the benefit of Seller. Buyer agrees not to challenge or assist in challenging the validity of Seller’s ownership of the Licensed Trademark. Buyer agrees to and shall execute any written document required by Seller to confirm ownership by Seller of the Licensed Trademark or to confirm the grant of the licenses granted under this Agreement. If Buyer acquires by operation of law or otherwise any rights in the Licensed Trademark, it will assign such rights to Seller along with any goodwill associated with such rights, at Seller’s expense.

Section 4.3 Quality. Buyer acknowledges and agrees that maintaining the goodwill associated with the Licensed Trademark is of substantial importance to Seller. Therefore, Buyer agrees that use of the Licensed Trademark as allowed under this Agreement, including the production, publication, marketing, distribution and disposal thereof, shall be in accordance with any brand use guidelines provided by Seller in writing as of the Effective Date, and Buyer shall use commercially reasonable efforts to comply with Seller’s updates to such guidelines provided by Seller from time to time in writing, and shall meet or exceed the documented Standards of Quality, as such may be specified, supplemented or modified in the applicable brand use guidelines. Buyer shall not take any action that it knows, or reasonably should know, could reasonably be expected to impair the value of or goodwill associated with the Licensed Trademark.

Buyer shall not use the Licensed Trademark in any manner that is reasonably likely to (i) derogate the goodwill associated with the Licensed Trademark or (ii) compromise the validity of, or Seller's ability to enforce, the Licensed Trademark. Buyer shall use the Licensed Trademark only in a manner that complies with all applicable laws and regulations of the United States of America and any other applicable foreign jurisdictions and any other obligations set forth in the APA. Buyer shall make, label, distribute, offer, market, provide, sell and service Licensed Products bearing the Licensed Trademark in accordance with the product quality standards established by Seller and used in the Business as of the Effective Date ("**Existing Standards**"). Quality standards for Licensed Products not in existence as of the Effective Date shall be at least of a level comparable with the Existing Standards to the extent applicable to such Licensed Products bearing the Licensed Trademark ("**Comparable Standards**"). Buyer will distribute and sell only Licensed Products bearing the Licensed Trademark that meet the Existing Standards or Comparable Standards as set forth in this Agreement, which may be reviewed and approved by Seller from time to time; provided, however, that such approval shall not be unreasonably withheld.

Section 4.4 Inspection Rights. Buyer shall not distribute, publish or use in any manner any Licensed Trademark except as expressly permitted in this Article IV. Seller reserves for itself the right to inspect and review, samples of any and all uses of the Licensed Trademark by Buyer pursuant to this Article IV in order to confirm that the nature and quality of the business associated with the Licensed Trademark and the uses of the Licensed Trademark by Buyer conform with the requirements under this Article IV. Seller may exercise the foregoing inspection right as it reasonably deems necessary until the expiration of the transition period, no more than once every month; provided, however, that if any such inspection reveals a material issue, Seller shall have the right to conduct an additional inspection within the next two weeks to verify that the issue has been corrected. For the avoidance of doubt, any such additional inspection shall not constitute Seller's permitted bi-annual inspection.

Section 4.5 Reservation of Rights. Any rights not expressly granted to Buyer under the Licensed Trademark in this Article IV are specifically reserved by and for Seller and its Subsidiaries and Affiliates. Buyer hereby accepts the license granted in this Article IV. Buyer acknowledges and agrees that, except to the extent expressly provided in this Article IV, Buyer shall not have any rights in, to or under the Licensed Trademark. Any use of the Licensed Trademark that is not authorized herein is strictly prohibited and may give rise to an act of infringement. Buyer shall not, except as specifically permitted in this Agreement or approved in writing in advance by Seller, give consent to another Person to use any Licensed Trademark in any manner. Except as otherwise agreed by the Parties, in no event shall Buyer or any of its Subsidiaries or other Affiliates register or attempt to register or use in any jurisdiction the Licensed Trademark or instruct, enable or cooperate with any Third Party to do any of the foregoing on its or their behalf.

Section 4.6 Corporate Identity. Buyer shall not use the Seller Trademark "Merrill", by itself or in any Confusingly Similar Trademark, for its Corporate Identity other than the explicitly defined allowed uses in accordance with the terms and conditions of this Agreement or as otherwise agreed by the Parties. Without limiting the foregoing and except as expressly permitted under this Agreement, Buyer shall not, represent on any products or services or in any Materials or relating to its Corporate Identity, or use the Licensed Trademark or other Confusingly Similar Trademark, or Domain Name, that suggests in any manner, that Buyer is a Subsidiary of

or an Affiliate of Seller. For avoidance of doubt, Buyer may only use the exact form of the Licensed Trademark set forth in Schedule 2, in association with the depletion of existing inventory of products and services and Materials of the Business.

Section 4.7 Business Practices. Buyer shall not engage in any trade practice, employment practice or other activity which it knows, or reasonably should know, (i) is harmful to the goodwill associated with the Licensed Trademark, or (ii) reflects unfavorably on the reputation of Seller, or any of its Subsidiaries or Affiliates, or which constitutes deceptive or unfair competition, consumer fraud or misrepresentation.

Section 4.8 Mitigation. In the event of any material breach or threatened material breach by Buyer of any of the terms, provisions or covenants of this Article IV, or a governmental or industry complaint, or one or more material customer complaints arising from the operation of the Business associated with Buyer's use of the Licensed Trademark or any activity of Buyer relating thereto, that Buyer has not taken steps to address within five (5) Business Days after receiving notice thereof, and without limiting any other right or remedy of Seller under this Agreement or otherwise, Seller may, terminate Buyer's license to the Licensed Trademark.

Section 4.9 Infringement.

(a) Seller will have the primary right and option, and the standing, to defend, engage in any opposition, cancellation, infringement, unfair competition proceeding, or any other enforcement proceedings or actions by a Third Party involving or relating to the Licensed Trademark. Seller will bear the expense of any prosecution or defense of such action, including damages and attorneys' fees. Buyer shall reasonably cooperate, at Seller's expense, by executing documents and performing reasonable acts (including providing information) requested by Seller relating to the prosecution or defense thereof. If Seller chooses to undertake the prosecution or defense of any litigation relating to the Licensed Trademark, Buyer shall have the right to intervene as a party or witness in any such proceedings, and Seller hereby agrees to agree to let Buyer join in such proceedings, at Buyer's expense, as a voluntary plaintiff or claimant, and Buyer shall cooperate with Seller in connection with such proceedings. Seller shall have the sole right to control and settle any such proceedings. Any monetary or other recovery obtained as a result of any such proceedings shall be retained by Seller. If Seller chooses not to participate in the defense of any third party effort in opposition, cancellation, infringement, unfair competition, or any other enforcement proceedings or actions involving or relating to the Licensed Trademark, Buyer shall have the right to undertake any such actions to defend the Licensed Trademark at its own expense and shall retain any monetary or other recovery therefrom.

(b) In the event that the either Party suspects or learns of any actual or threatened infringement or other unauthorized use of any Licensed Trademark by a Third Party (including in connection with the registration of any Domain Name), or any challenge to the validity, registration, ownership or use of any of the Licensed Trademark, such Party shall promptly notify the other Party in writing of such use and any details thereof of which such Party suspects or is made aware.

Section 4.10 Legal Compliance. Buyer agrees to and shall comply, at its own expense, with all applicable laws and regulations of the United States of America and any other

applicable foreign jurisdictions where Buyer is using the Licensed Trademark or conducting the Business in any manner, whether directly or through arrangements with Third Parties, including all laws and regulations applicable to the manufacture, distribution, marketing, sale and dissemination of Licensed Products bearing the Licensed Trademark and Materials bearing the Licensed Trademark, relating to the proper identification of the Licensed Products manufactured or provided or services provided by Buyer using the Licensed Trademark, and relating to the identification of Buyer by the Licensed Trademark or otherwise, as the source of any such products and/or services.

Section 4.11 Litigation and Regulatory Matters. Buyer shall notify Seller in writing of (i) the commencement of any action, suit or proceeding brought against Buyer or (ii) the issuance of any order, writ, injunction, award or decree of any Governmental Entity which, in either case, could reasonably be expected, in Buyer's reasonable judgment, to have a material adverse effect on any of Licensed Trademark, promptly after receipt by Buyer of notice thereof.

Section 4.12 Prosecution. Seller shall have the exclusive right, but not the obligation, to prosecute and maintain the Licensed Trademark and all registrations therefor, at its expense. Buyer shall provide Seller with reasonable cooperation, at Seller's expense, as reasonably requested by Seller in connection with any effort by Seller to establish, evidence, perfect, police or defend the Licensed Trademark, or Seller's or any of its Subsidiaries or Affiliate's rights therein, at Seller's expense. Without limiting the foregoing, Buyer shall execute any documents required by Seller and supply Seller with a reasonable number of specimens to assist Seller, in the prosecution, registration, enforcement, or maintenance of any Licensed Trademark or recording of Buyer as a registered user of such Licensed Trademark.

ARTICLE V IP COVENANTS

Section 5.1 Prior to the Closing of the APA, each Party shall use commercially reasonable efforts to search and locate all content included in or with the Business Content that is not associated with, (i) in the case of Buyer, the Business and (ii) in the case of Seller, the Non-Transferred Businesses (in each case, the "Unowned Content"). To the extent that any Unowned Content in a Party's possession is separable, then such Party shall gather and provide such Unowned Content to the other Party or delete or destroy such Unowned Content, at the other Party's option. To the extent that any Unowned Content in a Party's position is comingled or otherwise not separable, then such Unowned Content (i) may be retained by such Party as confidential information of the other Party and subject to the confidentiality provisions of Article X herein and (ii) shall not be used in any manner to compete with the other Party.

Section 5.2 After the Closing, each Party agrees to, and shall, negotiate in good faith for (i) the sale and transfer of the Licensed Trademark to Buyer (the "Proposed Transfer Agreement") upon terms and conditions substantially similar to the relevant terms of this IPTLA and (ii) any associated changes to (or, if appropriate, termination of) the Coexistence Agreement, all, for nominal (i.e., \$1.00) consideration. Upon the execution and delivery of the Referral Agreement, each Party agrees to, and shall, execute and deliver the Proposed Transfer Agreement.

Such sale and transfer shall be (x) subject to the restriction that Buyer may not use the look and feel of the then existing uses of the Licensed Trademark by Seller and (y) conditioned upon the Buyer providing a license back to Seller for the use of the Licensed Trademark for a transition period of up to one (1) year following the execution of the Proposed Transfer Agreement; provided that Seller shall wind down its use of the Licensed Trademark as soon as commercially practicable within the transition period. The Parties intend that the terms of any executed and delivered Proposed Transfer Agreement that may result from such negotiations shall supersede the license limitations relating to the Licensed Trademark found in the APA and this Agreement.

Section 5.3 Each Party hereby authorizes and requests the Director of the U.S. Patent and Trademark Office, the Director of the U.S. Copyright Office, and any official in any other country or jurisdiction whose duty it is to record assignments and licenses involving patents, copyrights, or trademarks and respective applications thereof to accept and record all assignments and licenses involving patents, copyrights, or trademarks and respective applications thereof that may be included in or related to the Transferred IP, Licensed Copyrights, Business Content and Licensed Trademark in order to allow each Party to record the associated assignments and licenses included in this Agreement.

Buyer shall not challenge the ownership or validity of the Licensed Trademark licensed under this Agreement or any other Intellectual Property of the Seller.

ARTICLE VI LICENSES TO SUBSIDIARIES AND AFFILIATES

Section 6.1 Each Party shall ensure that all of its Subsidiaries and Affiliates that are afforded the rights and licenses under the terms of this Agreement, shall agree to be bound by the same relevant obligations and restrictions of this Agreement as such Party is bound, including those set forth herein, as applicable. The licenses as to any Subsidiary or Affiliate hereunder shall terminate on the date such Subsidiary or Affiliate ceases to be a Subsidiary or Affiliate.

ARTICLE VII SUBLICENSE RIGHTS

Section 7.1 Each Party has the right to sublicense any of the rights and licenses granted to it under one or more of the licenses of this Agreement to (i) Subsidiaries and Affiliates, (ii) suppliers, contractors and consultants, (iii) the suppliers, contractors and consultants of its Subsidiaries and other Affiliates, and (iv) Third Parties that acquire a portion of the Business (in the case of Licensed Trademark) or a portion of the Non-Transferred Businesses (in the case of Business Content) under the terms of Section 7.2 herein; provided, however, that, each such entity agrees in writing to be bound by all terms that apply to such Party under this Agreement relating to such rights and licenses including all obligations relating thereto, and further provided, however, that, in the case of suppliers, contractors, and consultants, such sublicense may only be granted, and is to be exercised, solely for the benefit of (i) such Party or any of its Subsidiaries or Affiliates

(and not for the benefit of such suppliers, contractors and consultants), and (ii) the Business (in the case of Licensed Trademark) or the Non-Transferred Businesses (in the case of Business Content).

Section 7.2 If Buyer transfers a portion of its business that was previously part of the Business to a Third Party, including by an asset transaction, by spin off of an Affiliate, by formation of a joint venture, or any change of control relating to a portion of the Business, Buyer may, with written notice to Seller and subject to the requirements of Section 8.1, sublicense one or more of the licenses granted it in Article III and Article IV to the new entity or new owner of that line of the Business. If Seller transfers a portion of its business that was previously part of one or more of the Non-Transferred Businesses to a Third Party, including by an asset transaction, by spin off of an Affiliate, by formation of a joint venture, or any change of control relating to a portion of one or more of the Non-Transferred Businesses, Seller may, with written notice to Buyer and subject to the requirements of Section 8.1, sublicense the licenses granted to it in Article III to the new entity or new owner of that one or more of the Non-Transferred Businesses.

Section 7.3 If either Party grants a sublicense pursuant to this Article VII herein, it shall notify the other Party in writing within thirty (30) Business Days of the granting of a sublicense.

Section 7.4 Each sublicense agreement shall provide that the sublicensee, with respect to the rights and licenses sublicensed to it under such sublicense agreement, shall agree to be bound as if it were the sublicensing Party hereto by the relevant obligations and restrictions of this Agreement, including those set forth in herein, as applicable. Any rights or licenses granted to a sublicensee by the sublicensing Party shall not exceed the rights or licenses granted to such Party under this Agreement.

Section 7.5 In the case of a sublicense under this Article VII, each of the Parties shall remain liable for all of their respective obligations under this Agreement.

Section 7.6 Any attempted sublicense by either Party that violates or exceeds the scope of this Article VII shall be void.

ARTICLE VIII

SECTION 365(N) OF THE BANKRUPTCY CODE

Section 8.1 This Agreement is subject to the provisions of Section 365(n) of the United States Bankruptcy Code (the “*Bankruptcy Code*”). All rights and licenses granted under this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code and similar laws of other jurisdictions, licenses of rights to “intellectual property” as defined under Section 101(35A) of the Bankruptcy Code. Seller hereby acknowledges that if it files a petition in bankruptcy, or goes into, or is part of, a bankruptcy filing, Buyer shall retain, and may fully exercise, all of its respective rights and elections under the Bankruptcy Code relating to the licenses in Article III of this Agreement (and also to the extent allowed under the law, the licenses in Article IV). Buyer hereby acknowledges that if it goes into, or is part of, a bankruptcy filing, Seller shall retain, and may fully exercise, all of its respective

rights and elections under the Bankruptcy Code relating to the licenses in Article III of this Agreement (and also to the extent allowed under the law, the licenses in Article IV).

ARTICLE IX CONFIDENTIALITY

Section 9.1 A Party receiving Confidential Information under or in connection with this Agreement or the subject matter hereof (“**Recipient**”) from the other Party (“**Disclosing Party**”) shall use the other Party’s Confidential Information solely for the exercise of its rights or performance of its obligations hereunder or otherwise for the purposes expressly authorized under this Agreement. The Disclosing Party’s Confidential Information shall be protected by Recipient from use by and disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. The terms and conditions of this Agreement and the existence of this Agreement shall be deemed to be the Confidential Information of each Party.

Section 9.2 Recipient shall (i) reproduce the other Party’s Confidential Information only to the extent necessary to perform activities authorized under this Agreement and to exercise rights granted and perform obligations imposed under this Agreement; and (ii) restrict disclosure of the other Party’s Confidential Information to (a) its customers, suppliers, contractors and consultants with a need to know who (x) have been advised of the confidential nature thereof, (y) have in writing either acknowledged a specific obligation to maintain the confidentiality thereof or agreed to protect and keep confidential all Confidential Information to which they have access in the scope of their relationship to the Recipient; and (z) acknowledge such confidentiality obligations upon the termination of their employment or engagement, and (b) its Subsidiaries and Affiliates, potential or actual acquirers or assignees, financial advisors, lawyers, accountants, investment bankers, potential and actual investors and lenders, and each of such Party’s and its Subsidiaries’ and other Affiliates’ respective directors and consultants (“**Authorized Recipient(s)**”); provided, however, that any and all such Authorized Recipient(s) are bound by agreements or, in the case of professional advisers, ethical duties, to treat, hold and maintain such Confidential Information in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, the Disclosing Party shall be fully liable for any breaches of this Agreement by its Authorized Recipients.

Section 9.3 Recipient’s duty to protect the Disclosing Party’s Confidential Information commences upon receipt of the Confidential Information.

Section 9.4 All Confidential Information provided to the Recipient by the Disclosing Party in connection with the licenses granted hereunder, including information in computer software or held in electronic storage media, shall remain the property of the Disclosing Party and shall be promptly destroyed or returned following the earliest of: (i) the written request from the Disclosing Party providing a reasonable basis for making such request, (ii) the termination or expiration of this Agreement or the license or licenses to which such Confidential Information pertains, and (iii) a Recipient’s determination that it no longer has a need for or justifiable reason to retain such Confidential Information, and shall not thereafter be retained in any form, or used

in any way, by Recipient or any of its Subsidiaries or Affiliates, or any customers, suppliers, contractors and consultants of Recipient or any of its Subsidiaries or Affiliates or any Authorized Recipients; provided, however, that a Recipient may retain copies of such Confidential Information in which such Party has a licensed interest that survives termination; provided, further, however, that the obligation to return set forth in this Section 9.4 will not apply with respect to any Confidential Information contained in reports to a Party's board of directors or executive committees (or to the extent reference is made thereto in board minutes or similar documents); provided, further, however, that upon the termination of any license granted hereunder, but not of the entire Agreement, all Confidential Information related to such specific license or use shall be promptly ceased, destroyed or returned following the termination of such license. Notwithstanding the foregoing, a Recipient and its legal counsel may each retain a single copy of such Confidential Information and memoranda and notes to be used only in exercising such Recipient's rights and performing such Recipient's obligations under this Agreement or the APA, including in the case of a dispute concerning this Agreement or the APA, or as otherwise required under any applicable laws and regulations of the United States of America and any other applicable foreign jurisdictions.

Section 9.5 The restrictions on the use and disclosure of the Disclosing Party's Confidential Information shall not apply to any information: (i) independently developed by a Recipient or lawfully received free of restriction from another source having the right to furnish the confidential information, as evidenced by documentation in a Recipient's possession; (ii) after it has become generally available to the public without breach of this Agreement by a Recipient; (iii) that, at the time of disclosure to a Recipient, was known to such Recipient free of restriction, as evidenced by documentation in Recipient's possession; (iv) that the Disclosing Party agrees in writing is free of such restrictions; or (v) that a Recipient, on the advice of counsel, is required to disclose under applicable laws and regulations of the United States of America and any other applicable foreign jurisdictions or other demand under lawful process, including a discovery request in a civil litigation, if such Recipient first gives the Disclosing Party notice of the required disclosure and cooperates with the Disclosing Party, at the Disclosing Party's sole expense, in seeking reasonable protective arrangements with the Governmental Entity requiring disclosure under applicable laws and regulations of the United States of America and any other applicable foreign jurisdictions or other demand under lawful process. In no event shall a Recipient's cooperation with the Disclosing Party require such Recipient to take any action which, on the advice of such Recipient's counsel, could result in the imposition of sanctions or other penalties against such Recipient. Recipient further agrees that if the Disclosing Party is not successful in precluding the requesting Governmental Entity from requiring the disclosure of the Disclosing Party's Confidential Information, Recipient will furnish only that minimal portion of Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

Section 9.6 Notwithstanding the expiration or termination of this Agreement, all of Recipient's rights and confidentiality obligations set forth in this Article IX of this Agreement shall survive expiration or termination with respect to any Confidential Information received prior to such expiration or termination.

ARTICLE X
REPRESENTATIONS, WARRANTIES, COVENANTS, AND LIMITATION OF LIABILITY

Section 10.1 Seller Representations, Warranties and Covenants. Seller represents and warrants to Buyer the following as of the Effective Date:

(a) Seller has the right and authority to assign to Buyer the Transferred IP and to grant to Buyer the licenses and rights granted herein with respect to the Licensed Copyrights and the Licensed Trademark;

(b) This Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; and

(c) The consummation of the transactions contemplated herein and the exercise of the license rights granted to Buyer hereunder do not (x) conflict with or result in any material violation or breach of any of the terms or provisions of any contract to which Seller or any of its Subsidiaries or Affiliates is a Party or under which Seller or any of its Subsidiaries or Affiliates is subject or bound, (y) violate any applicable laws and regulations of the United States of America and any other applicable foreign jurisdictions, or (z) violate any judgment, order, injunction, decree or award of any governmental authority against or binding upon Seller or any of its Subsidiaries or Affiliates.

Section 10.2 Buyer Representations, Warranties and Covenants. Buyer represents and warrants to Seller the following as of the Effective Date:

(a) Subject to the scope of the rights that were transferred by Seller hereunder, Buyer has the right and authority to grant to Seller the licenses and rights granted herein with respect to the Business Content by virtue of the APA and agreements relating thereto;

(b) This Agreement is the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms; and

(c) The consummation of the transactions contemplated herein and the exercise of the license rights granted to Seller hereunder do not (x) conflict with or result in any material violation or breach of any of the terms or provisions of any contract to which Buyer or any of its Subsidiaries or Affiliates is a Party or under which Buyer or any of its Subsidiaries or Affiliates is subject or bound, (y) violate any laws and regulations of the United States of America and any other applicable foreign jurisdictions applicable to Buyer or any of its Subsidiaries or Affiliates, or (z) violate any judgment, order, injunction, decree or award of any governmental authority against or binding upon Buyer or any of its Subsidiaries or Affiliates.

Section 10.3 Warranty Disclaimer. Except with respect to the representations and warranties set forth in Section 10.1, and Section 10.2 herein and in the APA, with respect to the subject matter hereof, none of the Parties makes any representation or warranty with respect to the subject matter hereof, and, except to the extent as expressly set forth therein, nothing in this Agreement shall be construed as:

(a) a warranty or representation as to the validity, enforceability or scope of any of the Intellectual Property licensed to a Party;

(b) a requirement for any Party to file, secure or maintain any application or registration for Intellectual Property rights associated with Software, or to file, secure or maintain any Intellectual Property that is owned or that is licensed under this Agreement;

(c) an obligation to bring or prosecute actions or suits against Third Parties for infringement, dilution or misappropriation of any Intellectual Property;

(d) granting by implication, estoppel, or otherwise, any license or rights under any other Intellectual Property of a Party, or its' Subsidiaries or Affiliates, other than express rights set forth herein; or

(e) an obligation to furnish any technical or support information other than as expressly set forth herein.

Section 10.4 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 10.1 AND SECTION 10.2 HEREIN, AND THE APA, THE TRANSFERRED IP IS TRANSFERRED, AND THE LICENSED COPYRIGHTS, BUSINESS CONTENT AND LICENSED TRADEMARK ARE LICENSED, STRICTLY ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-MISAPPROPRIATION AND NON-INFRINGEMENT. FURTHER, WITHOUT LIMITING THE WARRANTIES SET FORTH IN SECTION 10.1 AND SECTION 10.2 HEREIN AND THE APA, NEITHER PARTY MAKES ANY REPRESENTATIONS, OR EXTENDS WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE MANUFACTURE, USE, SALE OR OTHER DISPOSITION BY THE OTHER PARTY, ITS SUBSIDIARIES, OTHER AFFILIATES, OR THE CUSTOMERS OF PRODUCTS, PROCESSES, OR METHODS INCORPORATING OR MADE BY USE OF INTELLECTUAL PROPERTY SUBJECT TO THIS AGREEMENT OR ANY INFORMATION WHICH MAY BE FURNISHED BY A PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE WARRANTIES SET FORTH IN SECTION 10.1 AND SECTION 10.2 HEREIN AND THE APA, EACH PARTY AND ITS SUBSIDIARIES AND OTHER AFFILIATES ASSUME TOTAL RESPONSIBILITY AND RISK FOR THEIR USE OF THE RIGHTS GRANTED TO THEM BY THE OTHER PARTY UNDER THIS AGREEMENT, INCLUDING THE RISK OF ANY DEFECTS OR INACCURACIES THEREIN.

Section 10.5 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 10.1 AND SECTION 10.2 HEREIN OR IN THE APA, EACH PARTY, ON BEHALF OF ITSELF, AND ITS SUBSIDIARIES, OTHER AFFILIATES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES AND RENOUNCES ANY AND ALL WARRANTIES, GUARANTEES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE USEFULNESS OR FREEDOM FROM DEFECTS OF EACH OF THE ITEMS OF

INTELLECTUAL PROPERTY TRANSFERRED OR LICENSED HEREIN, INCLUDING, BUT NOT LIMITED TO: (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS WITH RESPECT TO THE USEFULNESS OR FREEDOM FROM DEFECTS OF THE TRANSFERRED IP, THE LICENSED COPYRIGHTS, BUSINESS CONTENT AND THE LICENSED TRADEMARK, AS APPLICABLE; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN THE TRADE WITH RESPECT TO THE USEFULNESS OR FREEDOM FROM DEFECTS OF THE TRANSFERRED IP, THE LICENSED COPYRIGHTS, BUSINESS CONTENT AND THE LICENSED TRADEMARK, AS APPLICABLE (INCLUDING, WITHOUT LIMITATION, EITHER PARTY'S HANDLING OF, OR THE RESULTS OBTAINED FROM, PROSECUTION OF ANY OF THE REGISTERED LICENSED INTELLECTUAL PROPERTY); AND (iii) ANY OBLIGATION, RIGHT, LIABILITY, CLAIM OR REMEDY FOR: (A) LOSS OF USE, REVENUE OR PROFIT, OR ANY OTHER DAMAGES WITH RESPECT TO THE USEFULNESS OR FREEDOM FROM DEFECTS OF THE TRANSFERRED IP, THE LICENSED COPYRIGHTS, BUSINESS CONTENT AND THE LICENSED TRADEMARK, AS APPLICABLE; OR (B) INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE USEFULNESS OR FREEDOM FROM DEFECTS OF THE TRANSFERRED IP, THE LICENSED COPYRIGHTS, BUSINESS CONTENT AND THE LICENSED TRADEMARK, AS APPLICABLE.

Section 10.6 THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, NO PARTY OR ANY OF ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR DAMAGES IN THE FORM OF CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, LOST PROFITS, LOST SAVINGS OR OTHERWISE, OR FOR EXEMPLARY DAMAGES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 10.7 THE PARTIES SOLE OBLIGATIONS WITH RESPECT TO INDEMNIFICATION AND DAMAGES RELATING TO INTELLECTUAL PROPERTY SHALL BE AS STATED IN THIS ARTICLE X AND ARTICLE XII HEREIN.

ARTICLE XI TERM; TERMINATION

Section 11.1 Term. This Agreement, and all licenses and assignments hereunder, shall be effective as of the Effective Date and (i) in relation to the licenses included in Article III herein shall remain in effect in perpetuity, and (ii) in relation to the licenses in Article IV hereunder, shall remain in place as indicated in the respective license therein, in each case, unless terminated earlier in accordance with this Article XI herein (the "**Term**").

Section 11.2 Frustration of Purpose. If the APA is terminated prior to the Closing thereunder, the Closing does not occur, or the deal relating to the APA is rescinded post-closing or the Transferred Assets are transferred back to Seller post-closing, this Agreement, including all licenses contained herein, shall immediately terminate, and the assignment of Transferred IP to

Buyer under Article II herein shall be void *ab initio* or, if already recorded, shall be rescinded in a writing by Buyer. For the avoidance of doubt, in the event the Closing relating to the APA does not occur, this Agreement shall be null and void *ab initio* and shall have no legal force or effect.

Section 11.3 Termination upon Default. If Buyer is in material breach of any of the material terms and conditions of Article IV herein and fails to cure the breach within five Business Days (5) days after written notice of the breach by the Seller (the “*Cure Period*”), the licenses and other rights granted to Buyer under Article V are subject to termination by the Seller, at Seller’s option. For avoidance of doubt, all other rights afforded to or granted to the Parties herein shall survive.

Section 11.4 Termination upon Bankruptcy. If a Party or its creditors or any other eligible entity announces its plan to file for such Party’s dissolution, liquidation, bankruptcy, reorganization, compulsory composition, or if such Party announces that it will enter into liquidation, bankruptcy, reorganization or compulsory composition, at some future time, or if such Party announces that it will soon be unable to pay any debts as they become due, will suspend payment of any debts as they became due or if the creditors of such Party announce that they plan to take over its management, then the licenses granted to such Party under this Agreement will immediately terminate. To the extent allowed by law and subject to Section 8.1 herein, if such Party or its creditors or any other eligible entity files for such Party’s dissolution, liquidation, bankruptcy, reorganization, compulsory composition, or if such Party has entered into liquidation, bankruptcy, reorganization or compulsory composition, or if such Party is unable to pay any debts as they become due, has explicitly or implicitly suspended payment of any debts as they became due or if the creditors of such Party have taken over its management, the licenses granted to such Party under this Agreement are subject to termination by the other Party, at the other Party’s option.

Section 11.5 No Prejudice. No failure or delay on the part of a Party in notifying the other Party of a termination hereunder shall be construed to prejudice such Party’s right of termination.

Section 11.6 Survival After Termination. Any terms of this Agreement that by their nature extend beyond the termination or expiration of this Agreement shall remain in effect until fulfilled (including, but not limited to, the warranties and indemnities extended herein) and apply to both Seller’s and Buyer’s respective successors and assignees.

ARTICLE XII INDEMNITIES

Section 12.1 Indemnification by Seller. Subject to Section 10.6 and except for any Third Party claims relating to Section 11.4 hereunder, Seller shall indemnify, defend and hold harmless Buyer, its Subsidiaries and Affiliates, and each of its and their respective officers, directors, employees, shareholders, agents and representatives from and against any and all costs, claims, losses, damages, taxes, liabilities, obligations, lawsuits, deficiencies, demands and expenses (whether or not arising out of Third Party claims), including without limitation, interest,

penalties, costs of mitigation, all amounts paid in the investigation, defense or settlement of any of the foregoing and reasonable Third Party legal fees and expenses (collectively, “*Losses*”) suffered or incurred by any such indemnified Party incurred in connection with, arising out of, resulting from or incident to any breach or inaccuracy of any representation, warranty or covenant of Seller made in, or pursuant to, this Agreement.

Section 12.2 Indemnification by Buyer. Subject to Section 10.6 and except for any Third Party claims relating to Section 11.4 hereunder, Buyer shall indemnify, defend and hold harmless Seller, its Subsidiaries and Affiliates, and each of its and their respective officers, directors, employees, shareholders, agents and representatives from and against any and all Losses suffered or incurred by any such indemnified Party incurred in connection with, arising out of, resulting from or incident to (i) any breach or inaccuracy of any representation, warranty or covenant of Buyer made in, or pursuant to, this Agreement and (ii) any uses by Buyer of the Licensed Trademark or the design, manufacture, marketing, sale or use of any Licensed Products bearing Licensed Trademark by Buyer, its agents, representatives and distributors.

Section 12.3 Procedures Relating to Indemnification.

(a) In order for an indemnified Party to be entitled to any indemnification provided for under this Article XII in respect of, arising out of or involving a claim or demand made by any Third Party against the indemnified Party pursuant to Section 12.1 or Section 12.2 (a “*Third Party Claim*”), such indemnified Party shall notify the indemnifying Party in writing, and in reasonable detail to the extent known, of the Third Party Claim promptly after receipt by such indemnified Party of notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the indemnifying Party shall have been actually prejudiced as a result of such failure. The indemnified Party shall deliver to the indemnifying Party, within ten (10) Business Days after the indemnified Party’s receipt thereof, copies of all notices and documents (including court papers) received by the indemnified Party relating to the Third Party Claim.

(b) If a Third Party Claim is made against an indemnified Party, and the indemnifying Party acknowledges in writing to the indemnified Party that the indemnifying Party shall be obligated under the terms of its indemnity hereunder in connection with such Third Party Claim, then the indemnifying Party shall be entitled if it so elects, at its own cost, risk and expense, to assume the defense thereof with counsel selected by the indemnifying Party and reasonably satisfactory to the indemnified Party. The indemnifying Party will have fifteen (15) calendar days from receipt of any such notice of a Third Party Claim to give notice to assume the defense thereof. Should the indemnifying Party so elect to assume the defense of a Third Party Claim, the indemnifying Party will not be liable to the indemnified Party for legal expenses subsequently incurred by the indemnified Party in connection with the defense thereof, unless the joint representation of the indemnifying Party and the indemnified Party by a single law firm with respect to such Third Party Claim involves potential conflicts of interest or substantially different defenses for the indemnified Party and the indemnifying Party, or the Third Party Claim seeks an injunction or other equitable relief against the indemnified Party. If the indemnifying Party assumes such defense, the indemnified Party shall have the right to participate in the defense thereof and to employ counsel, at its own expense (except to the extent provided in the immediately preceding sentence), separate from the counsel employed by the indemnifying Party, it being

understood that the indemnifying Party shall control such defense. Any compromise or settlement of a Third Party Claim by the indemnifying Party shall be made only with the written consent of the indemnified Party, such consent not to be unreasonably withheld; provided, however, that the indemnified Party's consent shall not be deemed to be unreasonably withheld if such compromise or settlement (i) would restrict or adversely affect the indemnified Party or the conduct of any of its or its Affiliates' businesses, (ii) would include an admission of wrongdoing or misconduct by the indemnified Party, (iii) does not provide for a full release of the indemnified Party for all claims relating to such Third Party Claim, or (iv) involves any claim for which the indemnified Party is not fully indemnified by the indemnifying Party. If the indemnifying Party fails to assume the defense of a Third Party Claim within fifteen (15) calendar days after receipt of such notice, the indemnified Party against which such Third Party Claim has been asserted will (upon delivering notice to such effect to the indemnifying Party) have the right to undertake, at the indemnifying Party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying Party. In the event the indemnified Party assumes the defense of the Third Party Claim, (i) the indemnified Party will keep the indemnifying Party reasonably informed of the progress of any such defense, compromise or settlement, (ii) the indemnifying Party may not resume the defense without the prior written consent of the indemnified Party, and (iii) the indemnifying Party shall be liable for the fees and expenses, including outside counsel fees, expenses and court costs for outside counsel employed by the indemnified Party for any period during which the indemnifying Party has not assumed the defense thereof. If the indemnifying Party chooses to defend any Third Party Claim, all the Parties shall reasonably cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the indemnifying Party's request) the provision to the indemnifying Party of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The indemnifying Party shall be liable for any settlement of any action effected pursuant to and in accordance with this Article XII and for any final judgment (subject to any right of appeal), and the indemnifying Party agrees to indemnify and hold harmless an indemnified Party from and against any Losses by reason of such settlement or judgment.

(c) The indemnified Party will notify the indemnifying Party in writing as soon as practicable of its discovery of any matter that does not involve a Third Party Claim being asserted against or sought to be collected from the indemnified Party, that it believes is subject to a claim of indemnity from the other Party pursuant to this Agreement. The indemnifying Party will have fifteen (15) calendar days from receipt of any such notice to give notice of dispute of the claim to the indemnified Party. The failure to notify the indemnifying Party within such time period shall not relieve the indemnifying Party from liability on account of this indemnification, except to the extent the indemnifying Party shall have been actually prejudiced as a result of such failure. The indemnified Party will reasonably cooperate and assist the indemnifying Party in determining the validity of any claim for indemnity by the indemnified Party and in otherwise resolving such matters. Such assistance and cooperation will include providing reasonable access to and copies of information, records and documents relating to such matters, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

**ARTICLE XIII
COMMUNICATIONS**

Section 13.1 All demands, notices, communications and reports provided for in this Agreement shall be in writing and shall be deemed to have been duly given and made if in writing and if (i) served by personal delivery upon the Party for whom it is intended, or (ii) delivered by registered or certified mail, return receipt requested, or by reputable overnight courier service, or (iii) sent by telecopier or email, provided that the telecopy or email is promptly confirmed by telephone confirmation thereof, to the Party at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Party, or, if specified below, as directed to the appropriate Party representative:

For Buyer:

Toppan Vintage Inc.
747 3rd Avenue
7th Floor
New York, NY 10017
Attention: Jeff Riback, President
E-mail: jeffriback@toppanvintage.com

and

Toppan Leefung Pte Ltd.
1 Kim Seng Promenade #18-01
Great World City East Tower
Singapore 237994
Attention: Suan Choo, Guok; Tee Kiat Yeo
Fax : (65)6820 3340
E-mail : suanchoo@toppanleefung.com; Teekiat@toppanvintage.com

With a copy (which shall not constitute notice) to:

Dentons US LLP
1221 Avenue of the Americas
New York, NY 10020-1089
Attention: Anthony Carroll, Esq., Kristina E. Beirne, Esq.
E-mail: anthony.carroll@dentons.com; kristina.beirne@dentons.com.

For Seller:

Merrill Communications LLC
One Merrill Circle
St. Paul, MN 55108
Attention: James Wiley
Tom Donnelley
E-mail: Rusty.Wiley@merrillcorp.com
Tom.Donnelly@merrillcorp.com

With a copy (which shall not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP
Attention: Peter A. Emmi
One Bryant Park, Floor 44
New York, NY 10036-6745
Email Address: pemmi@akingump.com
Phone Number: (212) 872-1038
Facsimile: (212) 872-1002

Any such demand, notice, communication or report shall be deemed to have been given pursuant to this Agreement when delivered personally, when confirmed if by telecopier or email transmission, or on the second calendar day after deposit with registered or certified mail, return receipt requested, or for overnight delivery with a reputable overnight courier service, as applicable. Notwithstanding the foregoing, notices, communications and reports shall be permitted to be made by electronic communication where expressly provided in this Agreement, provided that such notices made by email must be accompanied by an attachment to such email message in PDF, DOC, or similar format, and not in the body of such email message and shall be sent with request for confirmation of receipt and viewing.

ARTICLE XIV MISCELLANEOUS

Section 14.1 Amendment; Waiver. This Agreement shall be binding upon the Parties only on and after the Effective Date, and only after it has been signed by or on behalf of each Party. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed as aforesaid, except that either Party may amend its address in Section 13.1 by written notice to the other Party. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by both Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, remedy, power or privilege hereunder, in whole or in part, nor a single or partial exercise thereof, shall operate as a waiver thereof, nor shall any such failure or delay, or single or partial exercise or waiver thereof, preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or in equity.

Section 14.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement and the rights and obligations of the Parties hereunder may be assigned or transferred by any of the Parties hereto only in the case of the transfer or sale of all or substantially all of the applicable business of such Party (i.e., in the case of Buyer, the Business; and in the case of Seller, the one or more of the Non-Transferred Business) by an asset and/or stock transaction, merger, formation of a joint venture, or any other change of control, with written notice to the other Party, only to: (i) any Subsidiary or Affiliate of such Party, provided, however, that if such Subsidiary or Affiliate ceases to be an Affiliate or Subsidiary of such Party, then all such assigned or delegated licenses, rights, or duties under this Agreement shall automatically be deemed to be assigned or delegated back to such Party on the day prior to the date the Subsidiary ceases to be a Subsidiary of such Party or the Affiliate ceases to be an Affiliate of such Party, as the case may be; and (ii) third parties; provided, however, that, the third party acquirer expressly assumes or is bound by operation of law to all obligations of such Party under this Agreement, as the case may be. The Parties shall ensure that any sale, assignment, transfer or conveyance of any right, title or interest in and to any of the Licensed Copyrights, Business Content and the Licensed Trademark licensed hereunder shall be subject to the terms of this Agreement including the licenses granted hereunder. Notwithstanding the foregoing, in the case of an assignment that is permitted hereunder, each Party shall remain liable for all of its respective obligations under this Agreement, except that the assigning Party shall not be liable for any acts or omissions by the assignee after the date of such assignment. Any attempted assignment or transfer in violation of this Section 14.2 shall be void.

Section 14.3 Entire Agreement. This Agreement, together with the APA and the Ancillary Agreements contain the entire agreement between the parties with respect to the subject matter hereof and thereof, and all prior or contemporaneous understandings, agreements, representations and warranties, whether written or oral, are superseded by this Agreement and the documents referred to herein, and all such prior or contemporaneous understandings, agreements, representations and warranties are hereby terminated.

Section 14.4 Fulfillment of Obligations. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than Seller and Buyer, and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this Agreement. Any obligation of any Party to any other Party under this Agreement, which obligation is performed, satisfied or fulfilled completely and without any adverse legal implications to the obligee, by an Affiliate or Subsidiary of such party, shall be deemed to have been performed, satisfied or fulfilled by such party.

Section 14.5 Governing Law. Any questions, claims, disputes, remedies or Actions arising from or related to this Agreement, and any relief or remedies sought by any Party, shall be governed exclusively by the Laws of the State of New York applicable to contracts made and to be performed in such state and without regard to the rules of conflict of laws of any other jurisdiction.

Section 14.6 Jurisdiction; Venue. To the fullest extent permitted by applicable law, each Party: (i) agrees that any claim or Action by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the Federal Courts in the Southern District of New York and the state courts of

the State of New York, County of New York (collectively, the “*New York Courts*”), and shall not be brought, in each case, in any other court in the United States; (ii) irrevocably submits to the jurisdiction of the New York Courts; (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of such claim or Action brought in any such court or any claim that any such claim or Action brought in such court has been brought in an inconvenient forum or in a court that does not have jurisdiction over any Party; (iv) agrees that the mailing of process or other papers in connection with any such claim or Action in the manner provided in Section 13.1 or any other manner as may be permitted by law shall be valid and sufficient service thereof; and (v) agrees that a final judgment with respect to such claim or in any such Action shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

Section 14.7 Waiver of Trial by Jury. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 14.7.

Section 14.8 Dispute Resolution. Notwithstanding anything to the contrary in this Agreement, the Parties shall attempt to resolve any dispute, controversy, or claim arising out of, or in connection with, this Agreement (each, a “*Dispute*”) amicably and promptly by negotiations between executives from each Party. Either Party may give the other Party written notice of any Dispute not resolved in the normal course of business, in which case, the parties’ executives (vice president or higher) shall negotiate alone (except for one assistant who is not an attorney) in good faith to resolve the Dispute within thirty (30) days after such notice is provided. In the event, however, that (i) the Dispute is not resolved within such thirty (30) day period (or any extension thereto to which the parties may mutually agree), or (ii) that a meeting between such executives has not occurred within such thirty (30) day period, then regardless of whether any such good faith negotiations have actually occurred, either Party may bring a claim against the other with respect to the subject matter of such Dispute, provided that such Party has made a reasonable effort to comply with the foregoing process. Notwithstanding the foregoing, either Party may, at any time and without first engaging in any negotiations with the other party, seek provisional injunctive relief that may be required to maintain the status quo. The Parties hereby acknowledge and agree that such negotiations shall be deemed to be in the nature of settlement discussions and that neither the fact that such discussions took place, nor any statement or conduct of any participant in such discussions shall be admissible into evidence in any subsequent litigation or in any arbitration or other dispute resolution proceeding involving the Parties. It is further understood and agreed that any disclosure in any form, including oral, by any Person participating in such negotiations shall not operate as a waiver of any privilege, including work product or attorney-client privilege, applicable to the subject matter thereof.

Section 14.9 Availability of Equitable Relief. The Parties agree that irreparable damage would occur in the event that any of the provisions of Article IV or Article IX of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the Parties shall be entitled to seek equitable relief to prevent or remedy breaches of this Agreement, without the proof of actual damages, including in the form of an injunction or injunctions or orders for specific performance in respect of such breaches. Each Party hereby waives any requirement for the security or posting of any bond in connection with any such equitable remedy.

Section 14.10 Joint Negotiation. The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

Section 14.11 Counterparts; Facsimile or Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Signatures delivered by email in .pdf or similar format will be deemed original signatures for purposes of this Agreement.

Section 14.12 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 14.13 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (i) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 14.14 Force Majeure. Neither Party, nor any of its Affiliates, shall be held responsible for failure or delay in performing its obligations hereunder, if such failure or delay is due to an act of God or public enemy, war, terrorism, government acts or regulations, administrative acts or decisions, fire, flood, embargo, quarantine, epidemic, labor strike or work stoppage by workers, accident, closing of ports, inability to acquire raw materials, unusually severe weather, cyberattack, ransomware or virus, for any reason beyond such Party's reasonable control or any other cause similar or dissimilar to any of the foregoing, beyond its control (each such event, a "***Force Majeure***"). If the performance of this Agreement by either Buyer, on the one hand, or Seller, on the other hand, is prevented, restricted or interfered with by reason of a Force Majeure event, the Party whose performance is so affected, upon giving prompt notice to the other Party, including by electronic communication, shall be excused from such performance and the right under the provisions of Article XI to terminate this Agreement shall be temporarily suspended to the extent of such Force Majeure event; provided, however, that the parties so affected shall take

all commercially reasonable steps to avoid or remove such causes of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

Section 14.15 Interpretation; Construction.

(i) For the purposes of this Agreement, the term “Agreement” shall mean this Intellectual Property Transfer & License Agreement together with all schedules, annexes and exhibits attached to this Agreement, as the same may from time to time be amended, modified, supplemented or restated in accordance with the terms hereof. Unless the context otherwise requires, words importing the singular shall include plural, and vice versa. The use in this Agreement of the term “including” means “including, without limitation.” The words “herein,” “hereof,” “hereunder,” “hereby,” “hereto,” “hereinafter” and other words of similar import refer to this Agreement as a whole, including the schedules, annexes and exhibits, as the same may from time to time be amended, modified, supplemented or restated, and not to any particular article, section, subsection, paragraph, subparagraph or clause contained in this Agreement. All references to articles, sections, subsections, clauses, paragraphs, schedules and exhibits mean such provisions of this Agreement and the schedules, annexes and exhibits attached to this Agreement, except where otherwise stated. The use herein of the masculine, feminine or neuter forms shall also denote the other forms, as in each case the context may require.

(ii) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly signed as of the date first written above.

MERRILL COMMUNICATIONS LLC

By:  _____

Name: Thomas Donnelly

Title: Executive Vice President and
Chief Financial Officer

TOPPAN VINTAGE INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly signed as of the date first written above.

MERRILL COMMUNICATIONS LLC

By: _____

Name: Thomas Donnelly

Title: Executive Vice President and
Chief Financial Officer

TOPPAN VINTAGE INC.

By: Jeffrey Rabach

Name: Jeffrey Rabach

Title: President

Schedule 1
Transferred IP

Software

All rights (all are part of the Transferred Assets):

Aetna Preprocessor for OG
AIG GROUP (AIG VALIC)
AIG RIS
Alliance
Alliance Address verification
Ballot Builder
Charon
Compliance Center - Doc Sourcing
Compliance Center - Passport
DEMover
Desktop
Digital Print
Director-Guardian
Director-LTCP
Director-WilliamsLee
Ecollaborate
ED QC Check
E-Delivery: Java
E-Delivery: Ruby
Elections/Ballot System
Electronic Purchase Orders
End of Line
Enhanced Desktop (ED)
Enterprise Address Service
Enterprise Data Warehouse
ERS Services
Folder Purging
Fund Center
Great West - AAG
Great West -Report Card
Guardian- QTR

GWLRS FS
Healthcare
InspireService
Insurance Services
IPS CWA
Item Admin
LFG Order Import
LKM - LT04 Encryp
MCS Security
MD2
MD2/XBRL
Media Center: DocEngine
MEPS (IMB service)
Merrill DPA
MERRILLCONNECT
MerrillConnect Lightning Bolt
MLF2
MPress
Nationwide Allied File Conduit
Nationwide APR
N-SAR
Offset Grouping
OPS2
Order Generator 1 (this includes a number of client specific versions)
Order Import (there are a number of flavors of this custom to client data)
Orindi
Orion
Paloma Print
Passport
PDForge: New
Pitstop Watcher
Portfolio Maker
PrintNet (old version)
PrintPOD
Quark Desktop Extensions
Remote Command Processing
SEC Print Composition
Serial Number Service
Shipping Applications

Simple Ordering
SOPassport
Summary Bills (these are custom to client specific requirements)
UIT
Universal Type
Web Trends
Wishbone
XD Order Processing

Trademarks

- (1) “MERRILLCONNECT” (the common law rights associated with this mark exactly as shown, in a word mark or incorporated in a design mark; no assignment of rights to “MERRILL” by itself or with any other words).
- (2) “MERRILL CONNECT” (the U.S. Trademark registration number 2825379 and any common law rights associated with this mark incorporated in a design mark; no assignment of rights to “MERRILL” by itself or with any other words).
- (3) The exact form of all of the Internet domain names listed below.

Domain Names

- (1) content-mgmt.com
- (2) orindi.com
- (3) merrillconnect.com

Shared Content

One copy of all Shared Content (use of each copy by Buyer is under license from Seller under this Agreement).

Schedule 2

Licensed Trademark

Transition Mark: "MERRILL" (alone)