

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM705134

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark and Domain Name Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Informa Group Limited	FORMERLY Informa Group PLC	11/30/2021	Private Limited Company: ENGLAND
Informa Business Media, Inc.		11/30/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Randall-Reilly, LLC		
<b>Street Address:</b>	3200 Rice Mine Road NE		
<b>City:</b>	Tuscaloosa		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35406		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2566193	EQUIPMENT WATCH	
<b>Registration Number:</b>	5216056	GROUNDS MAINTENANCE EQUIPMENT BLUE BOOK	
<b>Registration Number:</b>	2865114	FLEETSEEK	
<b>Registration Number:</b>	4989124	FLEETSEEK	
<b>Serial Number:</b>	90363201	PRICE DIGESTS	
<b>Serial Number:</b>	90363198	PRICE DIGESTS	
<b>Registration Number:</b>	5225778	RENTAL RATE BLUE BOOK	
<b>Registration Number:</b>	0979977	RENTAL RATE BLUE BOOK	
<b>Registration Number:</b>	5089245	THE TRUCK BLUE BOOK	
<b>Registration Number:</b>	1358016	TRUCK BLUE BOOK	
<b>Registration Number:</b>	5043942	ABOS MARINE BLUE BOOK	
<b>Registration Number:</b>	5057351	ABOS	
<b>Registration Number:</b>	1590834	BLUE BOOK	
<b>Registration Number:</b>	0861985	BLUE BOOK	
<b>Registration Number:</b>	1723679	COMMERCIAL TRAILER BLUE BOOK	
<b>Registration Number:</b>	5052794	COMMERCIAL TRAILER BLUE BOOK	
<b>Registration Number:</b>	3622996	GROUNDS MAINTENANCE	
<b>Serial Number:</b>	90130088	POWERSPORT BLUE BOOK	

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Property Type	Number	Word Mark
Registration Number:	4287707	RECREATIONAL VEHICLE BLUE BOOK
Registration Number:	5089226	THE OFFICIAL TRACTOR BLUE BOOK
Registration Number:	1634000	THE OLDER TRUCK BLUE BOOK
Registration Number:	5089246	TRUCK BODY BLUE BOOK
Registration Number:	6497536	TRUCKBODY IQ
Registration Number:	2631238	GREEN GUIDE
Registration Number:	2901986	AUTOMOBILE RED BOOK
Registration Number:	2849081	AUTOMOBILE RED BOOK

**CORRESPONDENCE DATA**

**Fax Number:** 2052541999  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 2052541036  
**Email:** tebbert@maynardcooper.com  
**Correspondent Name:** C. BRANDON BROWNING  
**Address Line 1:** 1901 Sixth Avenue North  
**Address Line 2:** Suite 1700  
**Address Line 4:** Birmingham, ALABAMA 35203

<b>ATTORNEY DOCKET NUMBER:</b>	25356.0016
<b>NAME OF SUBMITTER:</b>	C. Brandon Browning
<b>SIGNATURE:</b>	/C. Brandon Browning/
<b>DATE SIGNED:</b>	01/27/2022

**Total Attachments: 10**

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## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (this "Agreement"), dated as of November 30, 2021, is from Informa Business Media, Inc., a Delaware corporation ("IBM Assignor") and Informa Group Limited, a private limited company organized under the laws of England and Wales (f/k/a Informa Group PLC) ("PLC Assignor" and, together with IBM Assignor, the "Assignors"), in favor of Randall-Reilly, LLC, a Delaware limited liability company ("Assignee") (each of Assignee and the Assignors, a "Party," and collectively, the "Parties"). Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, IBM Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of November 16, 2021 (the "Purchase Agreement"), pursuant to which, upon the terms and subject to the conditions set forth in the Purchase Agreement, IBM Assignor has agreed to sell, assign, and transfer to Assignee, and Assignee has agreed to purchase and acquire from IBM Assignor, free and clear of all Encumbrances, except for Permitted Encumbrances, all of IBM Assignor's right, title, and interest in, to, and under the Purchased Assets, including (i) the registered trademarks and applications set forth in Schedule A hereto (the "Assigned Marks") that constitute part of the Intellectual Property Assets and (ii) the domain names and registrations set forth in Schedule B hereto (the "Domain Names") that constitute part of the Intellectual Property Assets;

WHEREAS, this Agreement is being executed to effect the assignment from IBM Assignor to Assignee of all of IBM Assignor's right, title, and interest in, to, and under the Assigned Marks;

WHEREAS, this Agreement is being executed to effect the assignment from the Assignors to Assignee of all of the Assignors' right, title, and interest in, to, and under the Domain Names; and

WHEREAS, this Agreement constitutes the Trademark and Domain Name Assignment Agreement referred to in the Purchase Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in the Purchase Agreement and hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment.

(a) As of the date hereof, IBM Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Encumbrances, except for Permitted Encumbrances, all of IBM Assignor's right, title, and interest in, to and under each of the Assigned Marks worldwide, together with the goodwill of the Business symbolized thereby, including any applications or registrations therefor, together with all income, royalties, damages and payments due or payable as of the date hereof or thereafter, including damages and payments for past, present and future infringements, misappropriations or other violations thereof, the right to sue and recover for past, present and future infringements, misappropriations and other violations thereof and any and all corresponding rights or interests that, now or hereafter, may be secured throughout the world.

(b) As of the date hereof, the Assignors hereby irrevocably sell, assign, transfer, convey, and deliver to Assignee, and Assignee hereby purchases and acquires from the Assignors, free and clear of all Encumbrances, except for Permitted Encumbrances, all of the Assignors' right, title, and interest in, to and under each of the Domain Names, together with the goodwill of the Business symbolized thereby,

including, without limitation, all trademark rights in any jurisdiction, Assignor may have in, to or under to the Domain Names.

2. Trademark Recordation. IBM Assignor hereby requests the United States Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable jurisdiction, to record Assignee as the assignee and owner of the Assigned Marks.

3. Further Actions.

(a) IBM Assignor hereby agrees to execute, or to cause to have executed, any confirmatory assignment of Assigned Marks that may be reasonably required in addition to the signing of this Agreement and reasonably requested by Assignee or Assignee's successors, assigns or other legal representatives, in order to transfer to Assignee the ownership of the Assigned Marks in individual countries and to effectuate the purposes of this Agreement, including distributing copies of the completed registrar transfer documents to Assignee, it being understood and agreed that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

(b) The Assignors hereby agree to take all actions reasonably requested by Assignee necessary to, and hereby consent irrevocably and authorize each registrar to, transfer all rights of the Assignors in the Domain Names to Assignee, as applicable. The Assignors hereby further agree to reasonably cooperate with Assignee and each registrar of the Domain Names to facilitate the filing and processing of all forms and other formalities (including changing passwords, user names, and internet provider addresses) necessary to complete the transfer of the Domain Names' registrations to Assignee or any of its Affiliates, as applicable, it being understood and agreed that any expense incident to such cooperation shall be borne by Assignee, its successors and assigns.

4. Conflicts. The Parties acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignors and Assignee with respect to the Assigned Marks and the Domain Names. Nothing in this Agreement, expressed or implied, is intended to or shall (or shall be construed or deemed to) modify, expand, or limit in any way the provisions of the Purchase Agreement. In the event of any conflict, ambiguity, or inconsistency between any provision this Agreement, on the one hand, and any provision of the Purchase Agreement, on the other hand, the provision of the Purchase Agreement shall govern and control. Without limiting the generality of the foregoing, each Party hereby acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

5. Miscellaneous.

(a) Subject to the terms of this Section 5(a), this Agreement binds and benefits the Parties and their respective successors and permitted assigns, except that no Party may assign any rights or delegate any obligations under this Agreement without the prior written consent of Assignee (in the case of the Assignors) or the Assignors (in the case of Assignee), as the case may be; provided, however, that a Party is permitted to assign any of its rights and delegate any of its obligations under this Agreement without the prior written consent of Assignee (in the case of the Assignors) or the Assignors (in the case of Assignee), as the case may be, (i) to any Affiliate of such Party and (ii) in connection with the sale of all or substantially all of the ownership interests or assets of, or any business combination transaction or merger involving, such Party or any of such Party's Affiliates; provided, further, that no assignment or delegation will relieve any of the Parties of any of such Party's obligations under this Agreement. Any purported assignment or delegation in violation of this Section 5(a) will be void. Nothing expressed or referred to in this Agreement

shall be construed to give any Person, other than the Parties, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assign under this Section 5(a).

(b) The headings of Sections are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement.

(c) The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party. The signatures of both Parties need not appear on the same counterpart. The execution of counterparts by electronic signature or delivery of duly executed counterparts by electronic transmission is as effective as signing and delivering the counterpart in person.

(d) This Agreement may not be amended, supplemented or otherwise modified except in a written document signed by each Party and that identifies itself as an amendment to this Agreement. Either Party may waive compliance by the other Party with any provision of this Agreement on the part of such other Party to be performed or complied with; provided, however, that (i) any such waiver will be valid only if set forth in a written document signed on behalf of the Party against whom the waiver is to be effective; (ii) no waiver will apply to any time for performance or noncompliance with any provision, as the case may be, other than that which is specified in the written waiver; and (iii) no failure or delay by either Party in exercising any right or remedy under this Agreement or any of the documents delivered pursuant to this Agreement, and no course of dealing between the Parties, operates as a waiver of such right or remedy, and no single or partial exercise of any such right or remedy precludes any other or further exercise of such right or remedy or the exercise of any other right or remedy.

(e) The internal Laws of the State of New York (without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any other jurisdiction) shall govern all matters arising out of or relating to this Agreement and the transactions contemplated by this Agreement, including its validity, interpretation, construction, performance and enforcement and any disputes or controversies arising therefrom or related thereto.

(f) Any action or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement must be brought in the state or federal courts of the State of New York. Each of the Parties knowingly, voluntarily and irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum.

(g) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF ANY PARTY TO THIS AGREEMENT IN NEGOTIATION, EXECUTION AND DELIVERY, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT. EACH PARTY CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 5(g). NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION 5(g) WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.


(h) If any provision of this Agreement (or any portion thereof) is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable. If any provision of this Agreement (or any portion thereof) is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby will be consummated as originally contemplated to the fullest extent legally permissible.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each Party has executed and delivered this Agreement as of the date first above written.

**IBM ASSIGNOR:**

**INFORMA BUSINESS MEDIA, INC.**

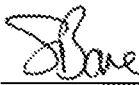
By:  \_\_\_\_\_

Name: Brian Vasandani

Title: Vice President

**PLC ASSIGNOR:**

**INFORMA GROUP LIMITED**

By:   
Name: ~~Simon~~ Bane  
Title: Director



IN WITNESS WHEREOF, each Party has executed and delivered this Agreement as of the date first above written.

**ASSIGNEE:**

**RANDALL-REILLY, LLC**

By:  \_\_\_\_\_

Name: Matthew Reilly

Title: Chief Executive Officer and President