

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Energy Publishing Pty Ltd		02/28/2022	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Dow Jones Energy Limited		
Street Address:	1 London Bridge Street		
Internal Address:	The News Building 7th Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SE1 9GF		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2726049	COALPORTAL	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	66291-00072		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	03/07/2022		
Total Attachments: 14			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of February 28, 2022, is by and between MARKIT GROUP LIMITED, IHS GLOBAL INC., IHS GLOBAL LIMITED, IHS AUSTRALIA PTY LIMITED, and ENERGY PUBLISHING PTY LTD (collectively, "Assignor"), on the one hand, and DOW JONES ENERGY LIMITED ("Assignee"), on the other hand. Assignor and Assignee are collectively referred to herein as the "Parties" and individually referred to herein as a "Party."

RECITALS

WHEREAS, Assignor wishes to transfer and assign to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the trademarks and social media identifiers identified on Schedule I attached hereto (collectively, the "Assigned Trademarks"), including the goodwill associated with such Assigned Trademarks; and

WHEREAS, Assignor wishes to transfer and assign to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's rights associated with the Internet domain names identified on Schedule II attached hereto (collectively, the "Assigned Domain Names").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

TRADEMARK ASSIGNMENT

Section 1.1 Assignor hereby sells, assigns, transfers and conveys to Assignee all of its rights, title and interest in and to the Assigned Trademarks as of the date of the Closing, including any and all goodwill appurtenant thereto held by Assignor, together with the right to recover and have damages and profits for past infringement, if any. The Assigned Trademarks shall be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 1.2 Promptly following the Closing, Assignor shall cause the deed of assignment attached hereto (the "Trademark Assignment Deed") to be executed and delivered to Assignee or its designee, at Assignor's sole cost and expense. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register the Trademark Assignment Deed upon request by Assignee, its successors, assigns or other legal representatives.

Section 1.3 Promptly following the Closing, Assignor will cooperate with Assignee and follow Assignee's reasonable instructions, at Assignee's sole cost and expense, in order to promptly effectuate the transfer of rights to Assignee contemplated hereunder, and any

necessary or appropriate records or indicia of ownership and use. Without limiting the foregoing, Assignor agrees at all times and at Assignee's sole cost and expense to provide Assignee with any additional information, to do any and all things, to execute any and all documents or instruction (including such other deeds of assignment reasonably requested by Assignee), and to follow any procedures, that may be required or reasonably requested by Assignee to effectuate the assignment hereunder. Assignee shall be solely responsible for, and shall bear all cost related to, filing or recordings of the Trademark Assignment Deeds to effectuate the assignment hereunder.

ARTICLE II DOMAIN NAME ASSIGNMENT

Section 2.1 Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor as registrant of the Assigned Domain Names. Such assignment shall be effected by Assignor carrying out the domain name transfer procedures and executing any transfer documents required by the applicable registrar of the Assigned Domain Names (the "Registrar") and providing any authorization codes known (or accessible) to Assignor and necessary to effect the transfer promptly following the date hereof, at Assignor's sole cost and expense. In connection with this transfer of the Assigned Domain Names, Assignor shall provide any necessary information to the Registrar, including, but not limited to, the name or names provided by Assignee for billing, administrative and technical contacts. Assignor further hereby authorizes and requests the applicable Registrar to transfer the Assigned Domain Names to Assignee, and Assignee's successors and/or assigns.

Section 2.2 Assignor further agrees that it will execute and deliver all such further documents and instruments of transfer as may reasonably be required to effect the transfer of the Domain Names, at Assignee's reasonable request and at Assignee's sole cost and expense.

ARTICLE III DISCLAIMER AND LIMITATION OF LIABILITY

Section 3.1 Disclaimer. EXCEPT AS SET FORTH IN THE STOCK AND ASSET PURCHASE AGREEMENT, DATED JULY 31, 2021, BETWEEN IHS MARKIT LTD., S&P GLOBAL INC. AND NEWS CORPORATION (THE "PURCHASE AGREEMENT"), THE ASSIGNMENTS IN SECTION 1.1 AND SECTION 2.1 ARE PROVIDED ON AN AS-IS BASIS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND ASSIGNOR HEREBY EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY (A) WARRANTY THAT THE ASSIGNED TRADEMARKS OR ASSIGNED DOMAIN NAMES ARE VALID, SUBSISTING, ENFORCEABLE, OR REGISTERED OR REGISTRABLE, OR THAT THEY MAY BE USED WITHOUT INFRINGING THE RIGHTS OF THIRD PARTIES, AND (B) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

Section 3.2 Limitation of Liability. IN NO EVENT SHALL ASSIGNOR BE LIABLE TO ASSIGNEE FOR ANY LOSSES INCURRED ARISING OUT OF OR RELATING TO THE ASSIGNED TRADEMARKS OR ASSIGNED DOMAIN NAMES,

INCLUDING THEIR USE, INCLUDING FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS; IN EACH CASE, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, AND EVEN IF ASSIGNOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 Governing Law. This Agreement shall be governed by and construed in accordance with U.S. federal law and the laws of the State of Delaware, as applicable, without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction other than the State of Delaware or U.S. federal law, as the case may be.

Section 4.2 Entire Agreement. This Agreement, together with the Schedules hereto, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior discussion, correspondence, negotiation, proposed term sheet, agreement, understanding or arrangement.

Section 4.3 Amendments. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.

Section 4.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 4.5 Headings; Definitions. The section and article headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

Section 4.6 Purchase Agreement. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, revised or expanded hereby but shall remain in full force and effect to the full extent provided in, and subject to the terms of, the Purchase Agreement. Nothing in this Agreement shall alter any liability or obligation of the Parties arising under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

IHS GLOBAL, INC

DocuSigned by:

By:

Adam Kansler

725CC4A74EFF40B...

Name: Adam Kansler

Title: Authorized Signatory

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

MARKIT GROUP LIMITED

By: K Owen

Name: Kathryn Owen

Title: Authorized Signatory

IHS GLOBAL LIMITED

By: K Owen

Name: Kathryn Owen

Title: Authorized Signatory

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

TRADEMARK

REEL: 007652 FRAME: 0229

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

IHS AUSTRALIA PTY LIMITED

By: DocuSigned by: Jason John Connelly
09616930865D40F

Name: Jason John Connelly
Title: Authorized Signatory

ENERGY PUBLISHING PTY LTD

By: DocuSigned by: Jason John Connelly
09616930865D40F

Name: Jason John Connelly
Title: Authorized Signatory

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 007652 FRAME: 0230

DOW JONES ENERGY LIMITED

By: Eric S. Mandrackie

Name: Eric Steven Mandrackie
Title: Director

By: _____

Name: Christopher Michael Power
Title: Director

SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT

SCHEDULE I

ASSIGNED TRADEMARKS

Registered Trademarks and Trademark Applications:

<u>Mark</u>	<u>Country</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>	<u>Owner Name</u>
API 2	Australia	1020321	6/22/2009	1020321	5/16/2014	Argus Media Limited and IHS Global Limited
API 2	European Union IPO	1020321	6/22/2009	1020321	1/20/2010	Argus Media Limited and IHS Global Limited
API 2	Hong Kong	303526722	9/4/2015	303526722	3/8/2016	Argus Media Limited and IHS Global Limited
API 2	Japan	1020321	6/22/2009	1020321	1/28/2013	Argus Media Limited and IHS Global Limited
API 2	Russian Federation	1020321	6/22/2009	1020321	3/29/2016	Argus Media Limited and IHS Global Limited
API 2	Singapore	1020321	6/22/2009	1020321/T0 914376C	1/24/2013	Argus Media Limited and IHS Global Limited
API 2	Switzerland	1020321	6/22/2009	1020321	4/1/2015	Argus Media Limited and IHS Global Limited
API 2	United Kingdom	2507545	1/28/2009	2507545	6/5/2009	Argus Media Limited and IHS Global Limited
API 2	United Kingdom	1020321	6/22/2009	1020321	1/20/2010	Argus Media Limited and IHS Global Limited
API 2	United States of America	79/075,656	6/22/2009	3,922,140	2/22/2011	Argus Media Limited and IHS Global

<u>Mark</u>	<u>Country</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>	<u>Owner Name</u>
						Limited
API 4	Australia		7/5/2012	1528449	5/22/2014	Argus Media Limited and IHS Global Limited
API 4	China	1136658				Argus Media Limited and IHS Global Limited
API 4	European Union IPO	1136658	7/5/2012	1136658	10/2/2013	Argus Media Limited and IHS Global Limited
API 4	Hong Kong	303526740	9/4/2015	303526740	3/8/2016	Argus Media Limited and IHS Global Limited
API 4	Japan	1136658	7/5/2012			Argus Media Limited and IHS Global Limited
API 4	Madrid Protocol (TM)	1136658	7/5/2012	1136658	7/5/2012	Argus Media Limited and IHS Global Limited
API 4	Singapore	1136658	7/5/2012	T1218067D	4/12/2013	Argus Media Limited and IHS Global Limited
API 4	South Africa	2012/18057	7/5/2012	2012/18057	11/28/2014	Argus Media Limited and IHS Global Limited
API 4	South Africa	2012/18058	7/5/2012	2012/18058	11/28/2014	Argus Media Limited and IHS Global Limited
API 4	Switzerland	1136658	7/5/2012	1136658	2/17/2014	Argus Media Limited and IHS Global Limited
API 4	United Kingdom	2517892	6/9/2009	2517892	7/6/2012	Argus Media Limited and IHS Global

<u>Mark</u>	<u>Country</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>	<u>Owner Name</u>
						Limited
API 4	United Kingdom	UK00801136658	7/5/2012	UK00801136658	10/2/2013	Argus Media Limited and IHS Global Limited
API 4	United States of America	79/120,772	7/5/2012	4,468,208	6/9/2014	Argus Media Limited and IHS Global Limited
API 5	Australia	1218370	4/15/2014	1651334	9/14/2015	Argus Media Limited and IHS Global Limited
API 5	China	1218370	4/15/2014			Argus Media Limited and IHS Global Limited
API 5	European Union IPO	1218370	4/15/2014	1218370	10/9/2014	Argus Media Limited and IHS Global Limited
API 5	Japan	1218370	4/15/2014	1218370	10/1/2015	Argus Media Limited and IHS Global Limited
API 5	Madrid Protocol (TM)	1218370	4/15/2014	1218370	4/15/2014	Argus Media Limited and IHS Global Limited
API 5	Singapore	1218370	4/15/2014	T1416171E	11/25/2015	Argus Media Limited and IHS Global Limited
API 5	Switzerland	1218370	4/15/2014	1218370	8/5/2015	Argus Media Limited and IHS Global Limited
API 5	United Kingdom	1218370	4/15/2014	1218370	10/9/2014	Argus Media Limited and IHS Global Limited
API 5	United States of America	79/153,007	4/15/2014	4,680,421	2/3/2015	Argus Media Limited and IHS Global

<u>Mark</u>	<u>Country</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>	<u>Owner Name</u>
						Limited
API 5	Hong Kong	303526731	9/4/2015	303526731	3/8/2016	Argus Media Limited and IHS Global Limited
API 6	United Kingdom	2517893	6/9/2009	UK000002517893	9/6/2012	Argus Media Limited and IHS Global Limited
API 8	Australia	1215802	3/21/2014	1646342	9/17/2015	Argus Media Limited and IHS Global Limited
API 8	European Union IPO	1215802	3/21/2014	1215802	7/14/2015	Argus Media Limited and IHS Global Limited
API 8	Madrid Protocol (TM)	1215802	3/21/2014	1215802	3/21/2014	Argus Media Limited and IHS Global Limited
API 8	Russian Federation	1215802	3/21/2014	1215802	9/11/2014	Argus Media Limited and IHS Global Limited
API 8	Singapore	1215802	3/21/2014	T1414675I	10/15/2015	Argus Media Limited and IHS Global Limited
API 8	Switzerland	1215802	3/21/2014	1215802	7/29/2015	Argus Media Limited and IHS Global Limited
API 8	United Kingdom	1215802	3/21/2014	1215802	7/14/2015	Argus Media Limited and IHS Global Limited
API 8	United States of America	79/151,948	3/21/2014	4,774,738	7/21/2015	Argus Media Limited and IHS Global Limited
API 8	Hong Kong	303526641	9/4/2015	303526641	3/8/2016	Argus Media Limited and IHS Global

<u>Mark</u>	<u>Country</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>	<u>Owner Name</u>
						Limited
API 8	South Africa	2014/0769 1	3/24/2014			Argus Media Limited and IHS Global Limited
API 8	South Africa	2014/0769 2	3/24/2014			Argus Media Limited and IHS Global Limited
API 5	United Kingdom	3051535		3051535	5/23/2014	Argus Media Limited and IHS Global Limited
COALP ORTAL	United States of America	75/751,118	7/14/1999	2,726,049	6/10/2003	Energy Publishing Pty Ltd
SOUTH AFRICA N COAL REPORT	South Africa	2005/1569 6	7/29/2005	2005/15696	8/17/2010	Energy Publishing Pty Ltd
SOUTH AFRICA N COAL REPORT	South Africa	2005/1569 7	7/29/2005	2005/15697	8/17/2010	Energy Publishing Pty Ltd
API 4	India			2748474	6/2/2014	Argus Media Limited and IHS Global Limited
API 4	India			2748475	6/2/2014	Argus Media Limited and IHS Global Limited
API 8	Indonesia	J00201402 4548	6/2/2014	IDM000541 138	8/8/2016	Argus Media Limited and IHS Global Limited
API 8	China			1215802	4/24/2019	Argus Media Limited and IHS Global Limited
API 8	UK			3047905	8/29/2014	Argus Media Limited and IHS Global Limited

Unregistered Trademarks:

McCloskey
M42
M50
Australian Coal Report
Indian Coal Report
McCloskey Coal Report
McCloskey Fax
Inside Coal & Steel Raw Material
China Coal Daily
China Coal Monthly
Southern African Coal Report
US Coal Review
DTC Week Ahead
Coalfax

Social Media Identifiers:

LinkedIn

Coal Pricing
