

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/31/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Giact Systems, LLC		03/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Epic Acquisition Sub LLC		
Street Address:	London Stock Exchange Group, 28 Liberty Street		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5741474	BENEFICIAL ID	
Registration Number:	5771139	EPIC PLATFORM	
Registration Number:	5684109	EPIC PLATFORM	
Registration Number:	4745480	FUNDS CONFIRMATION	
Registration Number:	4789418	GAUTHENTICATE	
Registration Number:	5784860	GAUTHENTICATE	
Serial Number:	88842486	GAUTH-ONLY	
Registration Number:	4789419	GIACT	
Registration Number:	5784861	GIACT	
Serial Number:	88650045	GIACT IDENTITY PROOFING	
Registration Number:	4789408	GIACT SYSTEMS	
Registration Number:	5157020	GIDENTIFY	
Registration Number:	5784863	GIDENTIFY	
Serial Number:	88650340	GIDENTIFY PERSISTENT MONITORING	
Registration Number:	4789398	GIDENTITY	
Registration Number:	5785096	GMOBILE	
Registration Number:	5202759	GOFAC	
Serial Number:	88650210	GOFAC MONITORING	

CH \$665.00 5741474

Property Type	Number	Word Mark
Registration Number:	4789402	GVERIFY
Registration Number:	5784865	GVERIFY
Registration Number:	5858347	
Registration Number:	5760926	
Registration Number:	5858346	
Registration Number:	5760927	
Registration Number:	5952741	SECURELINK
Registration Number:	5079274	WE KNOW A GOOD CUSTOMER WHEN WE SEE ONE.

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: trademark@refinitiv.com

Correspondent Name: London Stock Exchange Group

Address Line 1: c/o Intellectual Property

Address Line 2: 28 Liberty Street

Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER: KATY CHAN-PARSONS

SIGNATURE: /Katy Chan-Parsons/

DATE SIGNED: 04/13/2022

Total Attachments: 16

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(1) GIACT SYSTEMS, LLC

(2) EPIC ACQUISITION SUB LLC

RESTATED AND AMENDED ASSIGNMENT (Nunc Pro Tunc)

in respect of

Intellectual Property Rights

REFINITIV[™]


This Assignment, effective as of December 31, 2021 ("**Effective Date**"), is between:

Parties

- (1) **Giact Systems, LLC**, a Delaware limited liability company, with its principal place of business at 700 Central Expressway S., Suite 300, Allen TX, 75013 ("**Assignor**"); and
- (2) **Epic Acquisition Sub LLC**, a Delaware limited liability company, with its principal place of business at London Stock Exchange Group, 28 Liberty Street, New York, NY 10005, United States of America ("**Assignee**").

Background

- (A) The parties are members of the same group of companies and are in the business of acquiring, managing and developing, enhancing and producing content and technology that supports their offerings to customers in financial and risk and other related markets.
- (B) Pursuant to a series of related merger agreements (the first of which, between Epic Merger Sub LLC, and the Assignor, was dated 19 October 2020), all relating to the sale of the Giact business to the Assignee and its affiliates (the "**Transaction**"), Assignor owns the Assigned Rights.
- (C) Assignor has agreed to assign via distribution as a dividend to Assignee the Assigned Rights on the terms set out in this Assignment.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Assignment and the recitals above.

1.1 Definitions:

Assigned Rights: any and all Intellectual Property Rights owned by the Assignor pursuant to the Transaction, including but not limited to (a) the patents, trade marks, software, copyright, unregistered Intellectual Property Rights and licensed intellectual property set out in Schedule 1 and; (b) all physical and tangible materials incorporating or embodying the Assigned Rights, in each case including any rights of priority thereto.

Business Day: a day other than a Saturday, Sunday or public holiday in New York when banks in New York are open for business.

Intellectual Property Rights: copyright works (including but not limited to copyright in all specifications, drawings and technical descriptions, computer software and databases), moral rights and related rights, database rights, topography rights, domain names, patents, patent applications, patent disclosures, and the right to file for patent applications, inventions (whether or not capable of protection by patent or registration), including any reissue, continuation, continuation-in-part, division, divisional application, revision, extension or re-examination thereof; publication rights, rights in designs, trademarks, service marks, trade dress, logos, trade and business names, together with all translations, adaptations, derivatives, and combinations and all associated goodwill, rights to sue and recover for past, present, or future infringements or misappropriations relating to any Intellectual Property Rights, including passing off or for unfair competition, rights in trade secrets and other commercial information and technical information (including know-how, research and development data, manufacturing methods and data, specifications and drawings, formulae, algorithms, methodologies, prototypes and research materials), and all other forms of intellectual property rights in each case whether registered or unregistered, including all renewals, and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect to any of the foregoing anywhere in the world.

Personnel: officers, directors, employees, independent contractors, representatives, consultants, interns and temporary workers, and agents.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Assignment.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this Assignment.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.8 This Assignment shall be binding on, and endure to the benefit of, the parties to this Assignment and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax but not email.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Assignment

The Assignor, with full effect as of the Effective Date, hereby assigns [REDACTED] to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the patents, registered designs and trade marks;
- (b) all goodwill attaching to any or all of the Assigned Rights, including but not limited to the trade marks and to that part of the Assignor's business that relates to the goods or services for which the trade marks are registered or used;
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment; and
- (d) Assignor recognizes and acknowledges that from the Effective Date, Assignor was under an obligation to assign all of its Assigned Rights to Assignee, and Assignor and Assignee do hereby make this assignment *nunc pro tunc* and effective as of the Effective Date.

3. Warranties

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- (b) for each of the applications and registrations listed in Schedule 1, it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- (c) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (d) it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- (e) as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there is nothing that might prevent any application listed in Schedule 1 proceeding to grant; and
- (f) as far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party.

4. Further assurance

- 4.1 At the Assignee's expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Assignment, including:
- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
 - (b) assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.
- 4.2 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Assignment.
- 4.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this Assignment and the proprietary interest of the Assignee in the Assigned Rights and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.
- 4.4 Without prejudice to clause 4.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:
- (a) take any action that this Assignment requires the Assignor to take;

- (b) exercise any rights which this Assignment gives to the Assignor; and
- (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

4.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

5. Waiver

5.1 A waiver of any term, provision or condition of, or consent granted under, this Assignment shall be effective only if given in writing and signed by the waiving or consenting party and then only in the instance and for the purpose for which it is given.

5.2 No failure or delay on the part of either party in exercising any right, power or privilege under this Assignment shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6. Entire Agreement

6.1 This Assignment, together with any ancillary documents referred to herein, constitutes the entire agreement of the parties and supersedes all prior agreements and undertakings (whether written or oral) between the parties with respect to its subject matter.

6.2 Each party acknowledges that it has not been induced to enter into this Assignment in reliance on, nor has it been given, any condition, representation, statement, assurance, covenant, deed, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Assignment and to the extent that any of them has been, it unconditionally and irrevocably waives any claims, rights or remedies which any of them might otherwise have had in relation thereto, provided that nothing in this clause shall limit or exclude any liability for fraud.

7. Variation

No variation of this Assignment shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Clause 9 shall apply.

8. Invalidity and severability

8.1 If any provision of this Assignment is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction:

- (a) the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
- (b) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,

shall not be affected in any way thereby.

8.2 If any provision of this Assignment shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Assignment and shall be deemed to be deleted from this Assignment and the validity of the remaining provisions shall not be affected. If any such deletion materially affects the interpretation of this Assignment or the economic or legal substance of the transactions contemplated by it, then the parties shall negotiate in good faith with a view to agreeing a substitute provision which as closely as possible reflects the commercial intention of the parties.

9. Counterparts

9.1 This Assignment may be executed in several identical counterparts, all of which taken together will constitute one single agreement between the parties.

9.2 Delivery of an executed signature page of a counterpart in Adobe™ Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterpart of this Assignment.

9.3 This Assignment, any variation of it, and any consent required under it may be given or executed electronically using a recognized digital transaction management platform including that provided by DocuSign Inc., and any requirement in this Assignment to a document being "signed" shall be interpreted accordingly.

10. Third party rights

Nothing in this Assignment is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

11. Notices

- 11.1 Subject to clause 11.3, any communication to be made between the parties under or in connection with this Assignment may be made by electronic mail or other electronic means and the parties so agree that:
- (a) each shall notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (b) notify each other of any change to their address or any other such information supplied by them.
- 11.2 Any electronic communication made between the parties will be effective only when actually received in readable form.
- 11.3 Clause 11.1 will not apply to notices to be served under clause 12.1 or to any other notices to be served under any other part of this Assignment which will, or might reasonably be expected to, affect materially the rights or obligations of one or both of the parties under this Assignment, all of which may only be made in accordance with clause 11.4
- 11.4 Subject to clause 11.1, any notice, demand or other communication shall either be made by first class, registered or certified mail to the recipient's address specified at the start of this Assignment or by way of fax to the recipient's main fax number.

12. Dispute resolution and law

- 12.1 The parties intend to attempt to resolve disputes informally. Any disputes between the parties arising out of or relating to this Assignment which cannot be resolved within ten working days after it has first arisen shall, wherever reasonably possible, be subject to the following escalation procedure:
- (a) either party may serve written notice specifying the nature of the dispute, the amount of Marketing Support Fees involved, and any other relevant facts ("**Dispute Notice**").
 - (b) the parties shall refer the dispute for resolution to their respective senior Personnel, who shall discuss the matter in person or by telephone within 5 working days of receipt of the Dispute Notice. Any agreed resolution of the dispute shall be recorded in writing.
- 12.2 The construction, performance and validity of this Assignment will be governed by the laws of the state of New York.

- 12.3 If the parties are unable to resolve a dispute within 10 working days after receipt of a Dispute Notice by the application of the informal procedure set out in clause 12.1, then the dispute shall be resolved by either party commencing binding arbitration pursuant to the UNCITRAL arbitration rules. The arbitration shall be before a panel of three arbitrators, with one arbitrator selected by each party, and the third arbitrator selected by the two appointed arbitrators. At least one arbitrator will be an attorney. The arbitration shall be conducted in New York, United States unless otherwise agreed by the parties. The arbitrators shall have the authority to grant any remedies and to make any decisions consistent with the terms and conditions of this Assignment. Each party shall bear its own costs and legal expenses in connection with an arbitration brought pursuant to this clause. Nothing in this clause shall preclude either party from having immediate recourse to a court of competent jurisdiction to:
- (a) enforce the terms of, or an arbitration award under, this clause;
 - (b) seek a temporary restraining order, preliminary injunction or other equitable relief, where such relief is necessary to protect its interests; or
 - (c) grant recovery of specific property.

All matters relating to arbitration shall be strictly confidential.

- 12.4 Assignor and Assignee shall continue to perform their respective obligations under this Assignment pending the resolution of a dispute.

IN WITNESS WHEREOF, the parties have caused this document to be executed and delivered by their duly authorized representatives as of the date of the last signature below.

Giact Systems, LLC

Epic Acquisition Sub LLC

Richard Hopenick, Vice President

James Mirfin, President

Name

Name

DocuSigned by:
Richard Hopenick

Signature

DocuSigned by:
James Mirfin

Signature

March 30, 2022
Date

April 1, 2022
Date

Schedule 1**Assigned Rights****1. Registered Intellectual Property****a. Trademarks**

Trademark Name	Country	Application Date	Reg Number	Reg Date	Pending Serial No.
Beneficial ID	United States	05/10/2018	5741474	04/30/2019	87916213
Epic platform	United States	05/10/2018	5771139	06/04/2019	87916478
Epic platform	United States	05/10/2018	5684109	02/26/2019	87916585
Funds confirmation	United States	12/10/2014	4745480	05/26/2015	86476823
Gauthenticate	United States	12/10/2014	4789418	08/11/2015	86476657
Gauthenticate	United States	04/10/2018	5784860	06/25/2019	87870121
g-Auth-only	United States	03/20/2020	-	-	88842486
GIACT	United States	12/10/2014	4789419	08/11/2015	86476670
GIACT	United States	04/10/2018	5784861	06/25/2019	87870274
GIACT IDENTITY PROOFING	United States	10/10/2019	-	-	88650045
GIACT SYSTEMS	United States	12/10/2014	4789408	08/11/2015	86476517

GIDENTIFY	United States	08/27/2015	5157020	03/07/2017	86739048
GIDENTIFY	United States	04/10/2018	5784863	06/25/2019	87870835
GIDENTIFY PERSISTENT MONITORING	United States	10/10/2019	-	-	88650340
GIDENTITY	United States	12/10/2014	4789398	08/11/2015	86476407
gMOBILE	United States	05/10/2018	5785096	06/25/2019	87916346
GOFAC	United States	01/28/2016	5202759	05/16/2017	86890059
GOFAC MONITORING	United States	10/10/2019	-	-	88650210
GVERIFY	United States	12/10/2014	4789402	08/11/2015	86476451
GVERIFY	United States	04/10/2018	5784865	06/25/2019	87871013
Hexagon logo (black & white)	United States	05/10/2018	5858347	09/10/2019	87916433
Hexagon logo (black & white)	United States	05/10/2018	5760926	05/28/2019	87916500
Hexagon logo (color)	United States	05/10/2018	5858346	09/10/2019	87916387
Hexagon logo (color)	United States	05/10/2018	5760927	05/28/2019	87916521
SecureLink	United States	05/10/2018	5952741	01/07/2020	87916561
WE KNOW A GOOD CUSTOMER	United States	08/27/2015	5079274	11/08/2016	86739029

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]