

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Informa Business Intelligence, Inc.		10/03/2022	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	EPFR, Inc.		
Street Address:	200 Portland Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78803399	IMONEYNET	
Serial Number:	78811853	MONEY FUND REPORT	
Serial Number:	78811857	MONEY FUND REPORT	
Serial Number:	76090482	PLACEMENTTRACKER.COM	
Serial Number:	85676836	TRIMTABS	
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:	3477582519		
Email:	melinda.clemans@gmail.com		
Correspondent Name:	Melinda Clemans		
Address Line 1:	200 Portland Street		
Address Line 4:	Boston, MASSACHUSETTS 02114		
NAME OF SUBMITTER:	Melinda Clemans		
SIGNATURE:	/Melinda Clemans/		
DATE SIGNED:	02/17/2023		
Total Attachments: 8			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (this "**Agreement**"), dated as of October 3, 2022, is from Informa Business Intelligence, Inc., a Massachusetts corporation ("**Assignor**"), in favor of EPFR, Inc., a Delaware corporation ("**Assignee**") (each of Assignee and Assignor, 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, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of July 18, 2022 (the "**Purchase Agreement**"), pursuant to which, upon the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to, and to cause its relevant Affiliates to, sell, assign, and transfer to Assignee, and Assignee has agreed to purchase and acquire from Assignor and its relevant Affiliates, all of Assignor's and its relevant Affiliates' 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 Assignor to Assignee of all of Assignor's right, title, and interest in, to, and under the Assigned Marks;

WHEREAS, this Agreement is being executed to effect the assignment from Assignor to Assignee of all of Assignor's 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, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby purchases and acquires from Assignor, (i) all of 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 and (ii) all of Assignor's 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.** 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) 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 reasonable expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

(b) Assignor hereby agrees to take all actions reasonably requested by Assignee necessary to, and hereby consents irrevocably and authorizes each registrar to, transfer all rights of Assignor in the Domain Names to Assignee, as applicable. Assignor hereby further agrees 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, internet provider addresses, administrative contact functions, webhosts and registrars) 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 reasonable 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 Assignor 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 or limit in any way the provisions of the Purchase Agreement. In the event of any conflict, ambiguity, or inconsistency between any provision of 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, whether by operation of law or otherwise, without the prior written consent of the other Party; **provided**, that Assignee is permitted to assign all or any portion of Assignee's rights and delegate all or any portion of Assignee's obligations under this Agreement without the prior written consent of the Assignor (i) to any Affiliate of Assignee now in, or hereinafter to come into, existence or (ii) in connection with a pledge, charge or assignment by way of security of Assignee's rights under this Agreement for the benefit of any bank or, financial institution or other person providing debt financing to Assignee or its Affiliates (or any facility or security agent or trustee appointed in relation to such financing) in connection with the transactions contemplated by this Agreement; **provided, further**, that no such assignment or delegation under clauses (i) or (ii) will relieve Assignee of any of its obligations under this Agreement. Any attempted assignment in violation of this Section 5(a) shall be void *ab initio*. 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 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) Each of the Parties irrevocably agrees that 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 "**Applicable Courts**") are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any Proceedings arising out of or in connection with this Agreement shall be brought in such Applicable Courts. Each of the Parties knowingly, voluntarily and irrevocably submits to the exclusive jurisdiction of the Applicable Courts and waives any objection to proceedings in any such Applicable Court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum. Each Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 11.1 of the Purchase Agreement. Nothing in this Section 5(f), however, affects the right of either Party to serve legal process in any other manner permitted by applicable Law. Each of the parties agrees, to the extent permitted by applicable Law, that a final and non-appealable Judgment against either of them in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the Judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such Judgment.

(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 PROCEEDING (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.

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

ASSIGNOR:

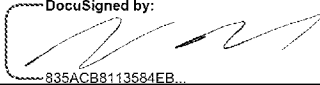
INFORMA BUSINESS INTELLIGENCE, INC.

By:  _____

Name: Brian Vasandani
Title: Vice President

ASSIGNEE:

EPFR, INC.

By: 
 DocuSigned by:
 835ACB8113584EB...

Name: Ronan Tunney
Title: President

Signature Page to Trademark and Domain Name Assignment Agreement

TRADEMARK
REEL: 007974 FRAME: 0474

SCHEDULE A
ASSIGNED MARKS

Assignor	Mark	Country	Application #	File Date	Registration #	Registration Date
Informa Business Intelligence, Inc.	IMONEYNET	US	78/803,399	01/31/2006	3,186,781	12/19/2006
Informa Business Intelligence, Inc.	MONEY FUND REPORT	US	78/811,853	02/10/2006	3,267,841	07/24/2007
Informa Business Intelligence, Inc.	MONEY FUND REPORT	US	78/811,857	02/10/2006	3,267,842	07/24/2007
Informa Business Intelligence, Inc.	PLACEMENTTRACKER.COM	US	76/090,482	07/17/2000	2,557,473	04/02/2002
Informa Business Intelligence, Inc.	TRIMTABS	US	85/676,836	07/13/2012	4,312,259	04/02/2013

SCHEDULE B

DOMAIN NAMES

URL	DR URL
https://www.mfamonitor.com	DRmfamonitor.com
https://www.mfanalyzer.com	DRmfanalyzer.com
https://gsportal.imoney.net.com/gsportal/	
https://imoney.net.com	
https://www.epfrglobal.com	
https://www.epfr.com	
https://www.next.epfrglobal.com	
https://www.placementtracker.com	DR.placementtracker.com
https://trintabs.com	
https://trintabs.info	
https://trintabsfunds.net	
https://myepfr.com	
https://myepfrevents.com	
https://imoney.netvision.com	
https://placementtracker.com	
https://placement-tracker.com	