

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900749873		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LNRS DATA SERVICES LIMITED		08/01/2022	Corporation: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	DVV MEDIA INTERNATIONAL LIMITED		
Street Address:	1st Floor Chancery House, St. Nicholas Way		
City:	Sutton, Surrey		
State/Country:	ENGLAND		
Postal Code:	SM1 1JB		
Entity Type:	Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2155852	FLIGHT	
Registration Number:	3582600	FLIGHTGLOBAL	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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:	9136479050		
Email:	tmdocketing.misemer@hoveywilliams.com		
Correspondent Name:	Dianne M. Smith-Misemer		
Address Line 1:	10801 Mastin Boulevard, Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	54630/6896.00044		
NAME OF SUBMITTER:	Dianne M. Smith-Misemer		
SIGNATURE:	/Dianne M. Smith-Misemer/		
DATE SIGNED:	03/23/2023		
Total Attachments: 12			
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

EFFECTIVE 1 AUGUST 2022

PARTIES

- (1) **LNRS DATA SERVICES LIMITED** (formerly **REED BUSINESS INFORMATION LIMITED**) incorporated and registered in England and Wales with company number 00151537 whose registered office is at Quadrant House, The Quadrant, Sutton, Surrey, SM2 5AS (“Assignor”)
- (2) **DVV MEDIA INTERNATIONAL LIMITED** incorporated and registered in England and Wales with company number 07464854 whose registered office is at 1st Floor Chancery House, St. Nicholas Way, Sutton, Surrey, England, SM1 1JB (“Assignee”),
together the “Parties” and each a “Party”

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks and the Domain Name.
- (B) By the Main Agreement (as defined below) the Assignor has agreed to: (i) assign the Trade Marks to the Assignee; and (ii) transfer the registration of the Domain Name to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this agreement, terms not otherwise defined in this agreement have the same meanings given to such terms in the Main Agreement.

Assignor Group: in relation to the Assignor, any subsidiary or any holding company from time to time of the Assignor, and any subsidiary from time to time of a holding company of the Assignor including, for the avoidance doubt, the Cirium Business. A “subsidiary” and “holding company” shall have the meaning ascribed by section 1159 of the Companies Act 2006;

“Auth Code” means a unique code issued by the Losing Registrar to the Assignor pursuant to the Assignor’s request to transfer the Domain Name to the Gaining Registrar;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Domain Name: means www.flightglobal.com;

“Gaining Registrar” means the Registrar appointed by the Assignee (whether or not the same as the Losing Registrar);

“ICANN” means the Internet Corporation of Assigned Names and Numbers, being the organisation that carries out policy and technical co-ordination for domain names and other internet identifiers;

Intellectual Property Rights: patents, utility models, know-how, rights to inventions, copyright and related rights, rights in software, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use and protect the confidentiality of confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights and apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Losing Registrar” means the Registrar appointed by the Assignor (whether or not the same as the Gaining Registrar);

Main Agreement: a licence agreement dated 1 August 2019 between the Assignor and the Assignee;

Proceedings: any proceeding, suit or action (including arbitration) arising out of or in connection with this agreement;

“Registered Name Holder” means a person that holds the Domain Name and whose contact details are reflected in the “registrant” or “admin contact” fields of the WHOIS Record (or, in the event that the Domain Name is registered under a Losing Registrar, the person who is the beneficial owner of the Domain Name);

“Registrar” means a person accredited by ICANN to register and maintain domain names;

Trade Marks: the registered trade marks short particulars of which are set out in Appendix 1;

VAT: value added tax or any equivalent tax chargeable in the UK;

Website: means the website available at the Domain Name;

WHOIS Database means the publicly accessible database containing the WHOIS Record;

WHOIS Record means the record relating to the Domain Name in the WHOIS Database comprising contact details of the Registered Name Holder including, where applicable, administrative, billing and technical contact details; and

Working Hours: 9.30am to 5.30pm on a Business Day.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.4 A reference to **writing** or **written** includes fax but not email.
- 1.5 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.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2. ASSIGNMENT

- 2.1 Pursuant to and for the consideration of ██████ the receipt and sufficiency of which is acknowledged by each Party, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks and the Domain Name.

- 2.2 Assignment of the Trade Marks referred to at sub-clause 2.1 above shall include:

2.2.1 the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and

2.2.2 all statutory and common law rights attached to the Trade Marks, together with the goodwill attaching to the Trade Marks and to the business of the Assignor relating to the goods or services in respect of which the Trade Marks are registered or used including for the avoidance of doubt any goodwill that has accrued as a result of the use of the Trade Marks by the Assignor or the Assignee pursuant to the Main Agreement; and

2.2.3 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 (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. WARRANTIES

- 3.1 The Assignor warrants that as of the date of this agreement:

3.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks and the Domain Name; and

3.1.2 for the Domain Name and each of the registrations listed in Appendix 1 it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;

3.1.3 it is not licencing any of the rights in the Trade Marks and the Domain Name to any third party save for any licence to a member of the Assignor's Group to the extent strictly necessary to enjoy the rights granted under clause 4.1 (Licence) below.

4. LICENCE

- 4.1 If following the assignment at clause 2 above, the Assignor so requests, the Assignee shall (without undue delay) licence to the Assignor the Domain Name and/or the Trade Marks solely for the purpose of allowing the Assignor to:

4.1.1 use the Trade Marks for non-revenue generating, historical identification purposes;

4.1.2 conduct any commercially reasonable remaining wind-down activities for a reasonable period; and/or

4.1.3 use the Trade Marks and the Domain Name in connection with the historic assets of the Assignor Group pre-dating the Main Agreement provided that such use is not revenue generating,

and the terms of the licence shall be no more onerous than the Main Agreement.

5. VAT

5.1 All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

5.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.

5.3 If the Assignee fails to comply with its obligation under this clause 5, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

6. ASSIGNOR OBLIGATIONS

6.1 The Assignor agrees and undertakes to promptly, following execution of this agreement (and, in any event, in accordance with any time limits imposed by relevant domain name registries and registrars), complete all such formalities necessary to transfer ownership and control of the Domain Name to the Assignee, including:

6.1.1 deactivate any Losing Registrar in respect of the WHOIS Record and ensure that the Domain Name is otherwise unlocked for transfer to the Assignee;

6.1.2 update the Assignor's contact details in the WHOIS Record as Registered Name Holder and, if not the same person as the Registered Name Holder, the administrative contact details for the Domain Name prior to requesting the Auth Code;

6.1.3 request the Auth Code from the Losing Registrar;

6.1.4 promptly provide the Auth Code upon receipt to the Assignee in writing;

6.1.5 complete and submit or otherwise confirm any request for authorisation by the Gaining Registrar promptly and in any case within the timescale prescribed by the Gaining Registrar; and

6.1.6 promptly respond to all queries made by the Losing Registrar to enable the effective transfer of the Domain Name to the Assignee.

7. FURTHER ASSURANCE

7.1 At the Assignee's expense, each Party 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 agreement.

8. WAIVER

8.1 No failure or delay by a Party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

9. ENTIRE AGREEMENT

9.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

10. VARIATION

10.1 No variation to this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11. SEVERANCE

11.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. Any modification to or deletion of a provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

12. COUNTERPARTS

12.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

12.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

12.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

13. THIRD PARTY RIGHTS

13.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

14. NOTICES

14.1 Any communication to be given in connection with the matters contemplated by this agreement shall, except where expressly provided otherwise, be in writing in the English language and shall either be delivered by hand or sent by first class pre-paid post. Delivery by courier shall be regarded as delivery by hand.

14.2 Such communication shall be sent to the address of the relevant Party referred to in this agreement or to such other address as may previously have been communicated to the sending Party in accordance with this clause. Each communication shall be marked for the attention of the relevant person.

The relevant details of each Party at the date of this agreement are:

Assignor

Address: Quadrant House, The Quadrant, Sutton, Surrey SM2 5AS

Attention: Company Secretary

With a copy to: legalnotices@lexisnexisrisk.com

Assignee

Address: DVV Media International Ltd, 1st Floor, Chancery House, St Nicholas Way, Sutton, SM1 1JBA
Address:

Attention: For the attention of: Andy Salter

With copy to: andy.salter@dvvmediainternational.com

14.3 A communication shall be deemed to have been served:

14.3.1 if delivered by hand at the address referred to in sub-clause 13.2 at the time of delivery; and

14.3.2 if sent by first class pre-paid post to the address referred to in that sub-clause, at the expiration of two clear Business Days after the time of posting.

If a communication would otherwise be deemed to have been delivered outside Working Hours under the preceding provisions of this clause, it shall be deemed to have been delivered at 9.30am on the next Business Day.

14.4 In proving service of the communication, it shall be sufficient to show that delivery by hand was made or that the envelope containing the communication was properly addressed and posted as a first-class pre-paid letter. Delivery by courier shall take effect as delivery by hand.

14.5 Either Party may notify the other of a change to its name, relevant person or address for the purposes of sub-clause 13.2 provided that such notification shall only be effective on:

14.5.1 the date specified in the notification as the date on which the change is to take place; or

14.5.2 if no date is specified or the date specified is less than five clear Business Days after the date on which notice is deemed to have been served, the date falling five clear Business Days after notice of any such change is deemed to have been given.

14.6 For the avoidance of doubt, the Parties agree that the provisions of this clause shall not apply in relation to the service of any claim form, summons, order, judgment or other document relating to or in connection with any Proceedings.

15. GOVERNING LAW

15.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16. JURISDICTION

16.1 Each Party irrevocably agreed that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

This agreement shall come into effect on the date stated at the beginning of it.

DecuSigned by:
Signed by Jamie O'Sullivan)
for and on behalf of)
LNRS DATA SERVICES LIMITED)
)
) Director

Signed by [Signature])
for and on behalf of)
DVV MEDIA INTERNATIONAL LIMITED)
)
) Director

J.A. SALTER

**APPENDIX 1
TRADE MARKS**

Mark	Country	Registration Number	Classes
F FLIGHTwww.flightglobal.com & colour design	Russian Federation	413869	9, 16, 37, 39, 41
FG FLIGHTGLOBAL	China	17855117	37
FG FLIGHTGLOBAL	China	17855116	39
FLIGHT	Australia	730250	9, 16, 39
FLIGHT	Canada	TMA591144	16
FLIGHT	Singapore	T9703381G	16
FLIGHT	UK	687181	16
FLIGHT	US	2155852	16
FLIGHTGLOBAL	Brazil	829621997	9
FLIGHTGLOBAL	Brazil	829621962	16
FLIGHTGLOBAL	Brazil	829621970	35

FLIGHTGLOBAL	Brazil	829621989	39
FLIGHTGLOBAL	Canada	TMA793409	9, 16, 35, 41
FLIGHTGLOBAL	European Union	6484489	9, 16, 35, 37, 39, 41, 42
FLIGHTGLOBAL	India	1662936	9, 16, 35, 39
FLIGHTGLOBAL	New Zealand	780742	9, 16, 35, 39
FLIGHTGLOBAL	New Zealand	784955	41, 42
FLIGHTGLOBAL	UK	2473431	9, 16, 35, 37, 39, 41, 42
FLIGHTGLOBAL	US	3582600	9, 16, 35, 39, 41, 42
FLIGHTGLOBAL	International (WIPO)	974715	9, 16, 35, 37, 39, 41, 42
*	Australia	974715	9, 16, 35, 37, 39, 41, 42
*	China	974715	9, 16, 35, 41, 42

	Japan	974715	9, 16, 35, 37, 39, 41, 42
	Singapore	974715	9, 16, 35, 37, 39, 41, 42
	Switzerland	974715	9, 16, 35, 37, 39, 41, 42