

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM802868

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CANYON UK VENTURES LTD.		03/31/2021	Private Company Limited By Shares: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cision Group Ltd.		
<b>Street Address:</b>	5 Churchill Place, Canary Wharf		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	28805		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4150489	CISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	legaldept@cision.com		
<b>Correspondent Name:</b>	Rebecca Crandall		
<b>Address Line 1:</b>	1785 Greensboro Station		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Rebecca Crandall		
<b>Address Line 1:</b>	1785 Greensboro Station		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>NAME OF SUBMITTER:</b>	Rebecca Crandall, Corporate Counsel		
<b>SIGNATURE:</b>	/rec/		
<b>DATE SIGNED:</b>	04/13/2023		
<b>Total Attachments: 13</b>			
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**DATE: March 31 2021**

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**PURCHASE AGREEMENT RELATING TO INTELLECTUAL PROPERTY OF CANYON UK  
VENTURES LTD**

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Between

**CANYON UK VENTURES LIMITED**

and

**CISION GROUP LIMITED**

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**THIS AGREEMENT** is made by way of deed on March 31 2021

**BETWEEN:**

- (1) **CANYON UK VENTURES LTD** (Company number 09224535) whose registered office is at 5 Churchill Place, London, England, E14 5HU (the “**Seller**”); and
- (2) **CISION GROUP LIMITED** (Company number 00874637) whose registered office is at 5 Churchill Place, London, England, E14 5HU (the “**Purchaser**”).

**RECITAL:**

The Seller has agreed to sell, and the Purchaser has agreed to purchase, the intellectual property of the Seller, on and subject to the terms and conditions of this Agreement.

**NOW IT IS AGREED**

**1. Definitions and interpretation**

1.1 In this Agreement:

“**Completion**” means completion of the sale and purchase of the IP and Contracts in accordance with clause 4.1 on 31 March 2021;

“**Contracts**” means all licences, contracts, undertakings, agreements and arrangements which are in force at Completion to which the Seller is a party relating to (a) the IP and/or (b) the Seller's use of any third party's intellectual property rights;

“**IP**” means all of the intellectual property rights of the Seller, including all domain names, copyright and related rights, rights in IT software, patents, utility models, rights to inventions, trade marks, business names, rights in get-up and trade dress, 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 (including trade secrets and know-how) and all other intellectual property rights, including those listed in the Schedule together with any similar or associated rights, in each case whether registered or unregistered and including all applications and rights to 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, and in each case including the right to bring, make, oppose, defend or appeal proceedings, claims or actions, and to 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 such rights, whether occurring before, on, or after the date of this Agreement;

“**IP Promissory Note**” means the promissory note between the Seller (as lender) and the Purchaser (as borrower) constituting consideration under this Agreement;

“**Liabilities**” means all debts and liabilities (whether actual or contingent) of the Seller relating to the IP and/or the Contracts at Completion;

“**Losses and Expenses**” means actions, proceedings, losses, damages, liabilities, claims, demands, judgments (however procured), costs and expenses that may be suffered or incurred by the Seller and any VAT payable in relation to any such matter, circumstance or item; and

“**VAT**” means value added tax;

1.2 In this Agreement:

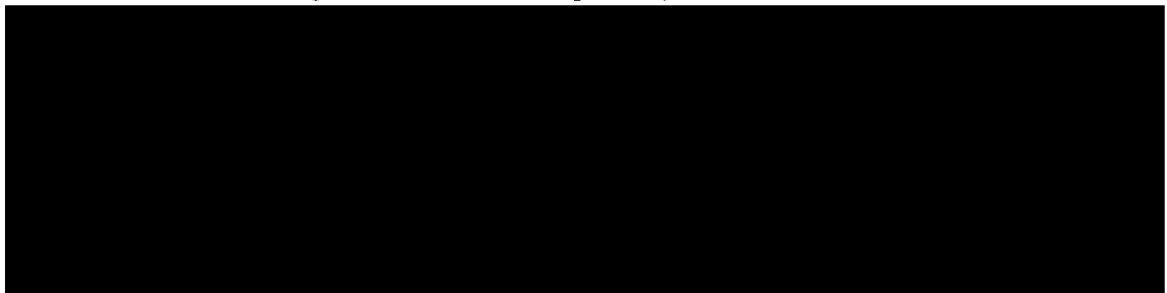
- 1.2.1 the table of contents and headings and sub-headings are for convenience only and shall not affect the construction of this Agreement;
- 1.2.2 unless the context otherwise, words denoting the singular shall include the plural and vice versa;
- 1.2.3 references to Schedules and clauses are to (respectively) schedules to, and clauses of, this Agreement (unless otherwise specified); and references within a Schedule to paragraphs are to paragraphs of that Schedule (unless otherwise specified);
- 1.2.4 “other”, “include” and “including” do not connote limitation in any way; and
- 1.2.5 any reference to a statute, statutory provision or other legislation includes:
  - (a) any order, regulation, instrument or other subordinate legislation made under it; and
  - (b) any amendment, extension, consolidation, re-enactment or replacement of it, for the time being in force.

**2. Agreement to sell**

- 2.1 The Seller shall sell and the Purchaser shall purchase, with effect from Completion, whatever right, title or interest the Seller has in the IP and the Contracts.
- 2.2 The transfer of the IP shall be achieved by way of assignment or whatever other means as the parties may agree in order to vest, so far as is practicable, the entire legal and beneficial interest in such IP (together with all rights and obligations thereunder) with the Purchaser.
- 2.3 The Purchaser shall accept without investigation such title as the Seller has to the IP.

**3. Consideration**

- 3.1 In consideration for the agreement to sell contemplated by clause 2.1:



**4. Completion**

- 4.1 Completion of the sale of the IP and the Contracts shall take place on and with effect from the close of business on 31 March 2021, when the following shall take place:
  - 4.1.1 the Seller shall deliver to the Purchaser all of the materials embodying the IP capable of transfer by delivery and shall allow the Purchaser to take possession of all other materials embodying the IP;
  - 4.1.2 the Seller shall execute and deliver to the Purchaser any and all instruments of transfer necessary or desirable for the transfer of all of the Seller’s rights, title and interest in the IP and, subject to clause 5, the Contracts; and
  - 4.1.3 the Purchaser and the Seller shall enter into the IP Promissory Note.

- 4.2 Title to and risk in the IP shall pass to the Purchaser at Completion.
- 4.3 Notwithstanding Completion, each provision of this Agreement (and any other document referred to in it) not performed at or before Completion but which remains capable of performance, and all covenants and other undertakings contained in or entered into pursuant to this Agreement, will remain in full force and effect and (except as otherwise expressly provided) without limit in time.

**5. Contracts**

- 5.1 To the extent that any benefit under a Contract can be assigned without obtaining the consent of another person, this Agreement shall constitute an assignment to the Purchaser of that benefit with effect from Completion.
- 5.2 Where a benefit under a Contract cannot be assigned without obtaining the consent of another person:
- 5.2.1 the default position shall be that the Purchaser notify the counterparty of the transfer contemplated by this Agreement and take no further action; unless
- 5.2.2 the Purchaser requires a Contract to be formally assigned or novated, and in which case:
- (a) the Seller shall use all reasonable endeavours (both before and after Completion) to obtain the consent of the relevant other person(s) to the assignment, or the agreement of the relevant other person(s) to the novation, of the Contract and the Seller shall keep the Purchaser fully informed in writing of the progress in obtaining such consent or agreement;
- (b) unless and until such consent or agreement is obtained:
- (i) the Seller shall (to the extent permissible under the Contract) hold on trust absolutely for the Purchaser all its rights under the Contract and shall account to the Purchaser for any payments received by it under the Contract;
- (ii) the Purchaser shall (to the extent permissible under the Contract) perform the obligations of the Seller under the Contract falling due after Completion;
- (iii) to the extent that the relevant Contract prohibits the Purchaser from performing the obligations of the Seller under the Contract, at the prior written Purchaser's direction and at the Purchaser's cost, the Seller shall (to the extent lawful) provide the Purchaser with such assistance and do all such acts and things as may be reasonably required to enable the Contract to be duly performed on such terms as shall give to the Purchaser the benefit and the burden of such Contract to the same extent as if it had been assigned or novated to the Purchaser on Completion.
- 5.3 The Purchaser shall indemnify and hold the Seller harmless against all Losses and Expenses in connection with the performance or non-performance of the Seller's obligations under the Contracts after Completion.

**6. Post-Completion IP Registration**

- 6.1 The Purchaser shall take such steps as are necessary to register the transfer of ownership and control of the IP (including the domain names) from the Seller to the Purchaser, as required in any jurisdiction as soon as possible following Completion.
- 6.2 The actions referred to at clause 6.1 shall be at the cost of the Purchaser, save that the Seller shall provide such assistance (including signing such documents and performing such acts) as may be reasonably necessary and requested by the Purchaser.
- 6.3 Nothing in this clause 6 shall affect the principle that title to the IP and Contracts pass, or be deemed to pass, to the Purchaser at and with effect from Completion.

**7. Notification and conduct of claims**

- 7.1 In relation to each action, proceeding, claim or demand brought or asserted against the Seller in respect of which the Purchaser may be liable to indemnify the Seller under this Agreement (a “**Relevant Claim**”), the Seller undertakes to:
  - 7.1.1 promptly notify the Purchaser of the Relevant Claim as soon as practicable after becoming aware of it;
  - 7.1.2 promptly take such action in relation to the Relevant Claim as may be requested by the Purchaser; and
  - 7.1.3 allow the Purchaser sole conduct of any proceeding, suit or action arising out of or relating to the Relevant Claim, including directing any defence of the Relevant Claim with legal advisers of its own choice.

**8. Further assurance**

- 8.1 Each of the Seller and the Purchaser shall, from time to time on being required to do so by the other, promptly do or procure the doing of all such acts and/or execute or procure the execution of all such documents as may be necessary for giving full effect to this Agreement.

**9. Notices**

- 9.1 Any notice given in connection with matters contemplated by this Agreement shall be in writing and shall either be delivered by hand or sent by first-class pre-paid post or facsimile transmission. Delivery by courier shall be regarded as delivery by hand.
- 9.2 Such communication shall be sent to the address of the relevant party referred to in this Agreement or to such facsimile number or other address as may previously have been communicated to the sending party in accordance with this clause.
- 9.3 A communication shall be deemed to have been served:
  - 9.3.1 if delivered by hand at the address referred to in clause 9.2, at the time of delivery;
  - 9.3.2 if sent by first class pre-paid post to the address referred to in that clause, at the expiration of two clear days after the time of posting; and
  - 9.3.3 if sent by facsimile to the number referred to in that clause, at the time of completion of transmission by the sender.

If a communication would otherwise be deemed to have been delivered outside normal business hours (being 9:30 a.m. to 5:30 p.m. on a working day), it shall be deemed to have been delivered at the next opening of such normal business hours.



9.4 Either party may notify the other of its facsimile number or a change of its address or facsimile number for the purposes of this clause provided that such notification shall only be effective on the date specified in the notification as the date on which the change is to take place or, if no date is specified or the date is less than five clear workings days after the date on which the notice is deemed to have been served, the date falling five clear working days after the date of notice of such change is deemed to have been given.

**10. General**

10.1 This Agreement contains the whole and only agreement and understanding between the parties in relation to its subject matter. All previous drafts, agreements, understandings, undertakings, representations, warranties, promises and arrangements of any nature whatsoever between the parties with any bearing on the subject matter of this Agreement are superseded and extinguished (and all rights and liabilities arising by reason of them, whether accrued or not at the date of this Agreement, are cancelled and excluded) to the extent they have such a bearing.

10.2 This Agreement shall be binding on and take effect for the benefit of the personal representatives and assigns and successors in title of each of the parties and references to parties shall be construed accordingly.

10.3 No variation to this Agreement shall be effective unless in writing and signed on behalf of each party.

10.4 Each of the provisions of this Agreement is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect that shall not affect or impair the legality, validity and enforceability of the other provisions of this Agreement.

10.5 Nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

10.6 This Agreement, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and determine or otherwise settle all and any proceeding, suit or action arising out of or in connection with this Agreement or its subject matter.

IN WITNESS of which the parties have executed this agreement as a deed and have delivered it upon dating it.

Executed as a deed by )  
**CANYON UK VENTURES LTD** )  
on being signed by: )  
.....Prasant Gondipalli..... ) Director  
in the presence of: )

DocuSigned by:  
*Prasant Gondipalli*  
79CC09046000470

Signature of witness: .....  
Name: **Kenneth Huber**  
Address: "12051 Indian Creek Court"  
"Beltsville, MD 20705"  
"United States of America"  
Occupation: .....Tax Director.....

DocuSigned by:  
*Kenneth Huber*  
kenneth.huber

Executed as a deed by )  
**CISION GROUP LIMITED** )  
on being signed by: )  
.....Prasant Gondipalli..... ) Director  
in the presence of: )

DocuSigned by:  
*Prasant Gondipalli*  
79CC09046000470

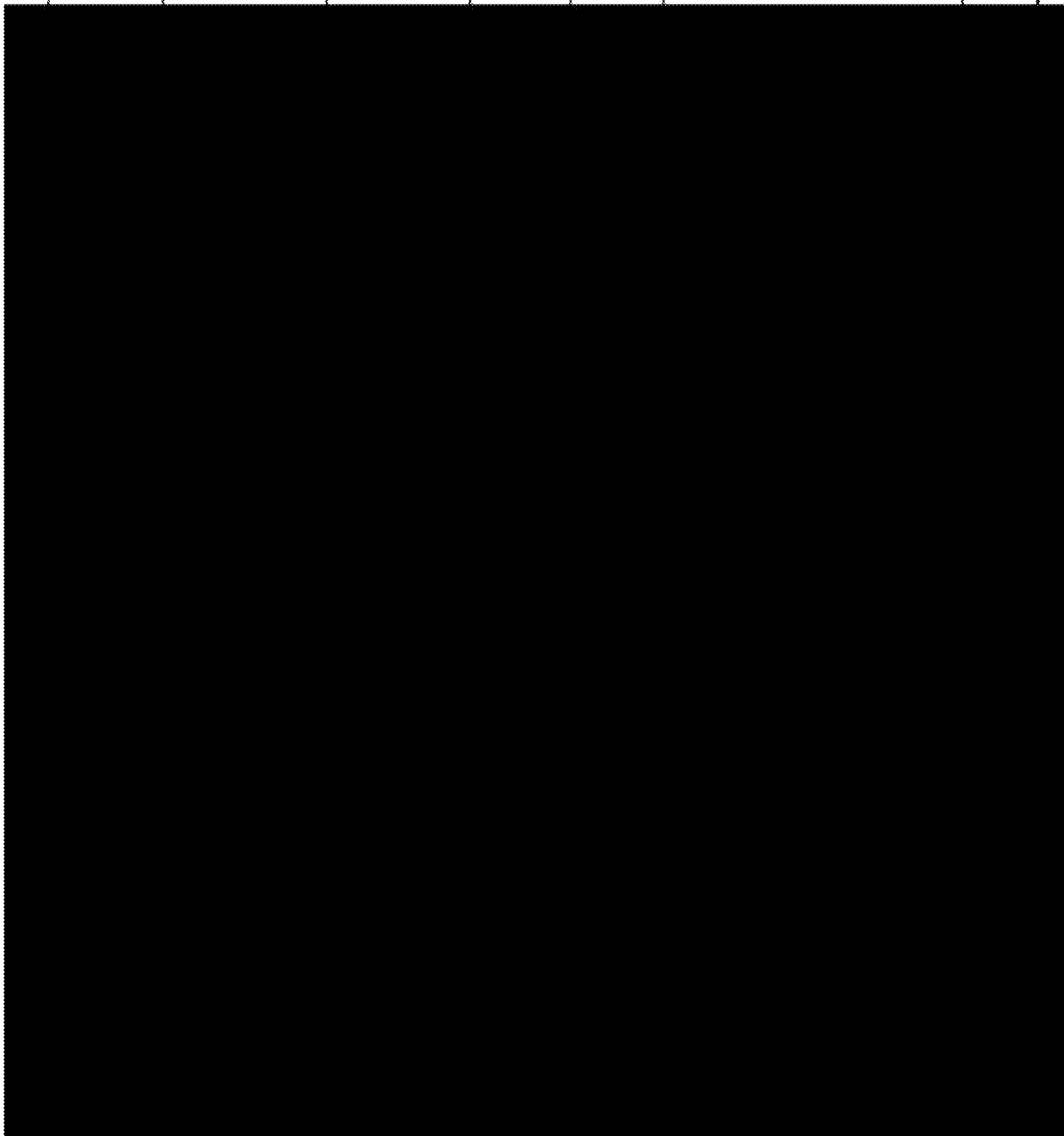
Signature of witness: .....  
Name: **Kenneth Huber**  
Address: "12051 Indian Creek Court"  
"Beltsville, MD 20705"  
"United States of America"  
Occupation: .....Tax Director.....

DocuSigned by:  
*Kenneth Huber*  
kenneth.huber

Schedule: List of Intellectual Property

Trademarks:

Country	Trademark	App/Reg. No.	App/Reg. Date	Status	Goods and Services	Next Action Due
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Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Next Action Due
United States of America	CISIONPOINT	AN: 79/147318 (IR 1203976) RN: 4718584 (IR 1203976)	F: 11 Dec 2013 E: 14 Apr 2015	Registered	<p>Int. Class 35: Business consultancy in the field of information search and retrieval; consultancy in the field of public relations; business management assistance and consultancy to industrial or commercial companies; systematic ordering of information in databases; computerized file management; business research; market research, namely advertising monitoring services; news clippings services; media monitoring services, namely, monitoring print media, television, radio and other media for customer specific topics, and providing documentation and analysis of that media content to others for business purposes</p> <p>Int. Class 38: Communications consulting services, namely, advising others in the ways and means of data communication and telecommunication; transmission of information arising from media and world affairs monitoring; providing access time to computer software and computerized databases; arranging access to databases on the Internet; leasing of telecommunication access time to computers for data management purposes; providing access to a telecommunications network portal, in particular by computer, telephone or television;</p>	14 Apr 2021 Sec. 71 Aff. of Use Year 6

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Next Action Due
					<p>communication services for access to information, text, sound, images and data via communication and computer networks.</p> <p>Int. Class 42: Computer programming, design, updating and maintenance of computer software; rental of software for access to computerized databases; all aforementioned services in relation to the provision of media information, distribution, monitoring and analyzing as part of public relations services; provision of web-hosting platforms for publication and distribution of press releases and other information</p>	
United States of America	CISION	AN: 79/041806 (IR 932500) RN: 3550372 (IR 932500)	F: 02 Mar 2007 R: 23 Dec 2008	Registered	<p>Int. Class 35: Consultancy in the field of public relations; advertising, business management consultancy, office functions; cost price analysis; publicity consultation in the nature of publicity analysis; market surveys; business monitoring services, namely, tracking websites of others to provide details about user click traffic or visits to websites and computer systems; providing statistical information in the field of media and work affairs monitoring, compiling and input of information in data bases; systematic ordering of information in databases; business research, namely, database research; computerized file management; business inquiries; business information; business research, market studies; public relations; market research, namely, advertising monitoring services</p>	23 Dec 2028 Renewal due

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Next Action Due
United States of America	CISION	AN: 77729339 RN: 4150489	F: 05 May 2009 R: 29 May 2012	Registered	Int. Class 35: Business consultancy in the field of information search and retrieval consultancy in the field of public relations; advertising services; business management, business management assistance to industrial or commercial companies, commercial or industrial management assistance, business management consultancy; business administration; providing office functions; cost-price analysis; publicity consultation in the nature of publicity analysis; conducting market surveys; business monitoring services, namely, tracking websites of others to provide details about user click traffic or visits to websites and computer systems; public opinion polling; providing statistical information for commercial or business purposes in the field of media and world affairs monitoring; compiling and input of information in databases; systematic ordering of information in databases; business research, namely, database research; computerized file management; business information and inquiries; business research, business investigations; arranging of trade fairs and exhibitions for commercial or advertising purposes, conducting market studies; public relations; efficiency expert services; market research, namely, advertising monitoring services; providing market research services, namely, advertising monitoring services; news clipping services; media	29 May 2022 Renewal Due

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Next Action Due
					<p>monitoring services, namely, monitoring print media, television, radio and other media for customer-specified topics, and providing documentation and analysis of that media content to others for business purposes</p> <p>Int. Class 38: Telecommunications consultation; transmission of news arising from media and world affairs monitoring</p> <p>Int. Class 41: Providing news clipping services; editing of written texts; news agency, namely, gathering and dissemination of news</p> <p>Int. Class 42: Computer programming; design, updating and maintenance of computer software; consultancy in the field of computer hardware; all exclusively in relation to the provision of media information; distribution; monitoring and analyzing as part of public relations services; rental of software for access to computerized databases</p>	

