

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Publishing Corporation		05/31/2023	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Sky US Newco Corporation		
Street Address:	610 Opperman Drive		
City:	Eagan		
State/Country:	MINNESOTA		
Postal Code:	55123		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2997566	EBILLINGHUB	
Registration Number:	2580725	ELITE	
Registration Number:	3503028	ELITE 3E	
Registration Number:	2255651	PROLAW	
CORRESPONDENCE DATA			
Fax Number:	2149783099		
<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:	2149783000		
Email:	dallastrademarks@bakermckenzie.com		
Correspondent Name:	Dyan M. House		
Address Line 1:	1900 N. Pearl Street, Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	51071608		
NAME OF SUBMITTER:	Dyan M. House		
SIGNATURE:	/Dyan M. House/		
DATE SIGNED:	05/31/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment Agreement” or “Assignment”), dated as of May 31, 2023 (the “Effective Date”), is entered into by and between West Publishing Corporation, a corporation organized and existing under the laws of the State of Minnesota, USA (“Assignor”) and Sky US Newco Corp., a corporation organized and existing under the laws of the State of Delaware, USA (“Assignee”). Assignor and Assignee may be referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined in this Assignment Agreement shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Parties are wholly owned indirect Subsidiaries of Thomson Reuters Corporation, a corporation organized and existing under the laws of the Province of Ontario, Canada (“Assignor Parent”);

WHEREAS, Assignor Parent decided to separate the Business from its retained businesses (the “Separation”);

WHEREAS, Assignor owns certain assets, which include intellectual property assets and Intellectual Property used in or necessary for the conduct of the Business;

WHEREAS, in connection with the Separation and in accordance with the Stock And Asset Purchase Agreement dated as of March 31, 2023 (the “Purchase Agreement”), Seller and its Affiliates shall sell and Purchaser and its Affiliates shall purchase the Assigned Intellectual Property, as outlined in this Assignment Agreement; and

WHEREAS, in connection with the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee, in reliance on the representations, warranties and covenants of Assignor, has agreed to purchase, accept and acquire from Assignor, free and clear of all Liens, all rights, title and interest in and to all assets and rights of the Assigned Intellectual Property, including the Assigned Intellectual Property set forth in Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Assignment. Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers, conveys and delivers to Assignee (i) any and all of Assignor’s rights, title and interest of every kind, nature and description in, to and under the Assigned Intellectual Property throughout the world and any and all rights corresponding thereto, in each case, free and clear of all Liens, whether registered or unregistered, including the Assigned Intellectual Property listed on Schedule 1 of this Assignment Agreement, together with all goodwill associated therewith, in each case to be held and enjoyed by Assignee and its Affiliates on the Effective Date and (ii) any and all of Assignor’s benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, any and all rights to: (a) apply for, prosecute and maintain any and all applications, registrations, renewals and/or extensions thereof, and claim priority based on such Assigned Intellectual Property under the laws of any jurisdiction and/or under international conventions or treaties, (b) bring, make, oppose, defend, appeal any and all Actions and recover any and all damages, refunds, settlement payments, rights of recovery, rights of setoff and rights of recoupment of any kind and obtain restitutive, injunctive or other legal or equitable relief for past, present and future infringement, misappropriation, dilution, or other violations of any Assigned Intellectual Property, accruing or arising at any time prior to, on or after the Effective Date, (c) prosecute, register, maintain, and defend the Assigned Intellectual Property before the United States Patent and Trademark Office, the United States Copyright Office, any domain name registrar,

social media website and any other relevant public or private entities, agencies, authorities, or registrars in any applicable jurisdictions in the world (each, an “IP Authority”), in all cases whether occurring before, on or after the Effective Date, (d) commercialize, exploit, or grant licenses or other interests in or to the Assigned Intellectual Property and (e) receive any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Assignor with respect to the Assigned Intellectual Property.

SECTION 2. Recordation. Assignor hereby (i) authorizes Assignee and its Affiliates, and Assignee and its Affiliates shall have the right, to record this Assignment Agreement with any applicable IP Authority and (ii) authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the relevant IP Authority in the jurisdictions in which the Assigned Intellectual Property are assigned, to record the Assignee as the owner of the Assigned Intellectual Property, including by transferring all registrations and applications for the Assigned Intellectual Property to Assignee as assignee of Assignor’s right, title and interest therein, in accordance with this Assignment Agreement, and to otherwise issue to Assignee any and all registrations which it may issue with respect to the applications for Intellectual Property rights in such Assigned Intellectual Property.

SECTION 3. Ownership; No Challenge. Assignor hereby acknowledges and agrees that from the Effective Date, Assignee shall be the exclusive owner of the Assigned Intellectual Property. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any Person in challenging in any jurisdiction (a) Assignee’s rights, title, and interests in and to the Assigned Intellectual Property or (b) Assignee’s right to use and control the Assigned Intellectual Property.

SECTION 4. Consents. Section 2.12 of the Purchase Agreement is incorporated herein by reference.

SECTION 5. Electronic Transfer; Transfer Forms. Assignor shall cooperate with the Assignee, at Purchaser’s cost, to promptly transfer the domain names and social media accounts included in the Assigned Intellectual Property electronically from Assignor’s account to the Assignee’s account (such that the Assignee will be listed as the registrant of any such domain names in the WHOIS database) and Assignor shall deliver all passwords, authorization codes or similar information necessary to transfer to the Assignee all such domain names and social media accounts, and take any and all actions that may be required or recommended by the applicable registrar(s) to confirm the transfer of such domain names and social media accounts.

SECTION 6. Further Assurances. Without limiting the Assignor’s obligations set forth in Section 5, Assignor agrees that from time to time, at the reasonable request of Assignee and at Purchaser’s sole expense, Assignor shall execute and deliver, or arrange for the executing of and delivering of, to the Assignee, and any successors or assigns of the Assignee, any document, act, instrument of sale, assignment, transfer, conveyance or delivery and all such further assurances, notices, releases, acquittances and other documents and actions as are legally or administratively necessary, or reasonably requested by the Assignee or any such successors and assigns, to effectuate the Assignor’s assignment, transfer, and conveyance of the Assigned Intellectual Property and the transactions contemplated by this Assignment Agreement and thereby put Assignee in possession of, vest in it and confirm, evidence, perfect, maintain, enforce and protect its title to and right to use and enjoy the Assigned Intellectual Property, including, without limitation, all documents necessary to record the transfer of each item of Assigned Intellectual Property to the Assignee with any applicable IP Authority. Assignor irrevocably appoints the Assignee as Assignor’s agent and attorney-in-fact, to sign and file on Assignor’s behalf the documents necessary to give effect to, record and perfect the assignment to the Assignee under this Assignment Agreement and to register or maintain the rights assigned herein, solely in cases where, after reasonable efforts, the Assignee is unable to obtain Assignor’s signature. Assignor acknowledges and agrees that Assignee may perfect and record this Assignment Agreement or such other lawful documentation in the respective IP Authority in any

jurisdiction throughout the world, and that Assignor shall reasonably cooperate with Assignee's reasonable requests related thereto.

SECTION 7. Miscellaneous.

(a) Severability. If any provision of this Assignment Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Assignment Agreement shall remain in full force, provided the essential terms and conditions of this Assignment Agreement for each Party remain valid, binding and enforceable. The Parties shall then use all reasonable endeavors to replace the invalid or unenforceable provision(s) by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

(b) Conflict. In the event of any conflict between the provisions set out in the Purchase Agreement and this Assignment Agreement, the terms of the Purchase Agreement shall prevail.

(c) Amendment. This Assignment Agreement may not be amended or modified except by an instrument in writing signed by the Parties.

(d) Governing Law. This Assignment Agreement and its enforcement, and any dispute or controversy arising out of or relating to the making or performance of this Assignment Agreement, shall be governed by and construed in accordance with the law of the State of New York, without regard to New York's principles of conflicts of law.

(e) Successors and Assigns. The provisions of this Assignment Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(f) Counterparts. This Assignment Agreement may be executed in one or more counterparts, and by the different Parties in separate 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 Assignment Agreement by facsimile or other electronic means (including portable document format) shall be as effective as delivery of a manually executed counterpart of this Assignment Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Assignment Agreement as of the Effective Date.

WEST PUBLISHING CORPORATION

By: DocuSigned by:
Scott Nelson
3DC88A20D92D49B...

Name: Scott Nelson

Title: Vice President

SKY US NEWCO CORP.

By: DocuSigned by:
Scott Nelson
3DC88A20D92D49B...

Name: Scott Nelson

Title: Vice President

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Schedule 1

Trademarks

Trademark	Jurisdiction	Appl. No.	Reg. No.	Filing Date	Reg. Date	Renewal Deadline	Owner
EBILLINGHUB	United States	78/429,978	2,997,566	06/04/2004	09/20/2005	09/20/2024	West Publishing Corporation
ELITE	United States	75/874,439	2,580,725	12/17/1999	06/18/2002	06/18/2032	West Publishing Corporation
ELITE 3E	United States	78/755,096	3,503,028	11/16/2005	09/16/2008	09/16/2028	West Publishing Corporation
PROLAW	United States	75/491,310	2,255,651	05/27/1998	06/22/1999	06/22/2029	West Publishing Corporation

Social Media Handles

- <https://twitter.com/EliteLink>
- <https://www.facebook.com/ThomsonReutersElite>
- <https://www.linkedin.com/company/thomson-reuters-elite>
- <https://www.linkedin.com/showcase/tr-legal-solutions/>
- <https://twitter.com/LegalSolutions>