

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI156761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/01/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERFOLIO UK Ltd		10/24/2011	Limited Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Company Name:	Elsevier Limited		
Street Address:	The Boulevard, Langford Lane		
City:	Kidlington OX5 1GB		
State/Country:	UNITED KINGDOM		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5030998	RESEARCHFISH	
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:	4042145232		
Email:	aline.amaral@relx.com		
Correspondent Name:	Aline Amaral		
Address Line 1:	1000 Alderman Drive		
Address Line 4:	Alpharetta, GEORGIA 30005		
DOMESTIC REPRESENTATIVE			
Name:	Creighton Frommer		
Address Line 1:	1000 Alderman Drive		
Address Line 4:	Alpharetta, GEORGIA 30005		
NAME OF SUBMITTER:	Aline Amaral		
SIGNATURE:	Aline Amaral		
DATE SIGNED:	04/10/2024		
Total Attachments: 11			

OP \$40.00.00 86878279

source=BTA - Interfolio UK Ltd to Els Ltd - merger#page1.tif
source=BTA - Interfolio UK Ltd to Els Ltd - merger#page2.tif
source=BTA - Interfolio UK Ltd to Els Ltd - merger#page3.tif
source=BTA - Interfolio UK Ltd to Els Ltd - merger#page4.tif
source=BTA - Interfolio UK Ltd to Els Ltd - merger#page5.tif
source=BTA - Interfolio UK Ltd to Els Ltd - merger#page6.tif
source=BTA - Interfolio UK Ltd to Els Ltd - merger#page7.tif
source=BTA - Interfolio UK Ltd to Els Ltd - merger#page8.tif
source=TM Assignment Agreement - Interfolio UK Ltd to Els Ltd - RESEARCHFISH#page1.tif
source=TM Assignment Agreement - Interfolio UK Ltd to Els Ltd - RESEARCHFISH#page2.tif
source=TM Assignment Agreement - Interfolio UK Ltd to Els Ltd - RESEARCHFISH#page3.tif

BUSINESS TRANSFER AGREEMENT

THIS AGREEMENT is made on the 1st of July 2023

BETWEEN:

1. **INTERFOLIO UK Ltd (Company Registration No. 07820803)** whose registered office is at Biodata Innovation Centre Wellcome Genome Campus Hinxton, Cambridge, England, United Kingdom, CB10 1DR ('the Vendor'); and
2. **ELSEVIER Limited (Company Registration No. 01982084)** whose registered office is at The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB ('the Purchaser').

WHEREAS

The Vendor has agreed to sell the Business together with the Business Assets (as defined below), to the Purchaser for the consideration and upon the terms set out in this Agreement. It is the intention of all of the parties that the Business together with the Business Assets should be transferred to the Purchaser with effect from the Transfer Date.

IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement and its recitals and schedules, unless the context otherwise requires:

'Business'	means the business of the Vendor described in Schedule 1 to this Agreement;
'Business Assets'	means all the property, undertaking and assets of the Vendor as at the Transfer Date relating to the Business.
'Business Claims'	means the benefit of all rights and claims of the Vendor arising out of or in connection with the Business under any warranty, condition, insurance, guarantee or indemnity express or implied in favour of the Vendor (including, without limitation, all rights of action in respect of any past or existing or continuing infringements of Intellectual Property Rights and the right to claim and retain damages or an account of profits or other relief in respect of such infringements);
'Completion'	means completion of the sale and transfer of assets hereunder in accordance with clause 4;
'Contracts'	means all the contracts and commitments of the Vendor as at the Transfer Date relating to the Business;
'Creditors'	means all amounts owed by or on behalf of the Vendor (including without limitation all amounts accrued or deemed to have accrued as at the Transfer Date in respect of sums payable by or on behalf of the Vendor) in connection with the Business to or in respect of trade

creditors, pre-payments by third parties in respect of contracts, Inter-Company Creditors and of bank or other loans;

'Debtors'

means all amounts owing to or to the account of the Vendor as at the Transfer Date (including without limitation all amounts accrued or deemed to have accrued as at the Transfer Date in respect of sums payable to or to the account of the Vendor) in connection with the Business by or in respect of trade debtors, payments in advance, Inter-Company Debtors, trade bills receivable and other debtors (which for these purposes shall include any persons who may have incurred any actual or contingent liability in connection with the Business to the Vendor or to any person on its behalf, whether such liability is known or unknown) of whatever nature;

'Goodwill'

means the goodwill of the Vendor insofar as it relates to the Business including without limitation the exclusive right for the Purchaser and the Purchaser's successors to each represent themselves as carrying on the Business in succession to the Vendor;

'Intellectual Property Rights'

means the following assets owned or used by the Vendor in relation to or connection with the Business, in any part of the world:

- patents, trademarks, service marks, trade names, internet domain names, design rights, copyright (including rights in computer software and databases), moral rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing, and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
- rights under any licence or agreement granted to the Vendor by a third party to use any of the above or any of the Systems.

'Inter-Company Creditors'

means all amounts owing from the Vendor in connection with the Business to RELX plc, RELX Group plc and any of their respective subsidiaries;

'Inter-Company Debtors'

means all amounts owing to the Vendor in connection with the Business from RELX plc, RELX Group plc and any of their respective subsidiaries;

'Know How'

means all information (not at present in the public domain) owned by the Vendor or used in connection with the Business held in any form including but not limited to trade secrets, improvements, ideas and technical information;

'Liabilities'

means the Creditors and all other liabilities and obligations, whether accrued, deferred or contingent, of the Vendor as at the Transfer Date including without limitation all liabilities and obligations of the Vendor in respect of the Contracts.

'Loose Plant and Equipment'	means all loose plant, machinery, equipment, furniture and vehicles of the Vendor used by or for the purposes of the Business.
'Records'	means all files, accounting records, sales and purchase records and other records, all documents relating to Know How, all lists of suppliers and customers and all other documents, notebooks, books and accounts, statistics and surveys, relating to the Business, the Business Assets or the Employees, including any such information recorded or stored in writing or whether by mechanical or electronic means and whether or not such reproduction will result in a permanent record being made;
'Systems'	means all computer systems, products and software, telecommunications and network equipment owned or used by the Vendor for the purposes of the Business.
'Transfer Date'	means 00.01 am on 1 st July 2023.

The headings shall not affect the construction of this Agreement.

2. **AGREEMENT TO SELL**

- 2.1 The Vendor shall sell and transfer and the Purchaser shall purchase and take over as a going concern, with effect from the Transfer Date the Business together with all the Business Assets including without limitation:
- (a) the Loose Plant and Equipment;
 - (b) the cash of the Vendor held in, and the rights of the Vendor over, the Bank Accounts;
 - (c) the raw materials, stocks, work in progress and finished goods of the Business;
 - (d) the Debtors;
 - (e) the Systems;
 - (f) the Intellectual Property Rights;
 - (g) subject to clause 6 the benefit (subject to the burden) of the Contracts and of all licences held by the Vendor in relation to the Business;
 - (h) the Records provided there shall be excluded such records as the Vendor is required by law to retain;
 - (i) the Know How;
 - (j) all Business Claims;
 - (k) the benefit of all sums to which the Vendor is entitled at Completion either from third parties or insurers in respect of damage or injury caused to the Business Assets; and
 - (l) all drawings, plans, sketches, artwork, designs, prototypes, inventions, trade secrets, improvements, ideas, research and production data, technical information and manuals whether patentable or not used in relation to the Business.
- 2.2 The sale of the Business shall include its Goodwill, together with the exclusive right for the Purchaser to represent itself as carrying on the Business in succession to the Vendor.

- 2.3 The Purchaser shall be entitled to assign or grant any of the rights assigned to it by this Agreement to any person, firm or company in its absolute discretion.

3. CONSIDERATION

In consideration for the sale and transfer by the Vendor referred to in clause 2:

- (a) the Purchaser shall assume responsibility for the Liabilities and the Purchaser shall indemnify the Vendor against all proceedings, claims and demands in respect thereof; and
- (b) the Purchaser shall pay to the Vendor £11,364,621.69 pounds exclusive of VAT (subject to clause 10.3 (Costs and VAT)), such amount to be left outstanding on loan payable on first written demand from the Vendor to the Purchaser following the Transfer Date. Interest shall not accrue on the purchase price pending demand.

4. COMPLETION

- 4.1 Completion of the sale and transfer of the Business shall take place at the registered office of the Vendor when the following shall take place:

- (a) Possession of such of the Business Assets as are capable of transfer by delivery including without prejudice to the generality hereof, the Records, shall be given by the Vendor to the Purchaser.
- (b) The Vendor shall, except to the extent otherwise agreed with the Purchaser, execute and deliver to the Purchaser all instruments of transfer necessary or desirable for the transfer of all of the rights, titles and interest in the Business and the Vendor.

- 4.2 The parties expressly agree that the property and risk in all the Business Assets shall vest in the Purchaser on the Transfer Date.

5. DEBTORS AND CREDITORS

- 5.1 The Vendor, in accordance with clause 2, assigns to the Purchaser the benefit of the Debtors as at the Transfer Date. The Purchaser undertakes to discharge the Creditors as at the Transfer Date and to indemnify the Vendor against all liability in respect of the Creditors and all costs incurred by the Vendor in connection with the Creditors.

- 5.2 The activities of the Vendor in connection with the Business shall be carried on for the account and at the risk of the Vendor at all times up to the Transfer Date, and shall be carried on for the account and at the risk of the Purchaser from that time and all income and outgoings, other than Debtors and Creditors specified in clause 5.1 above, attributable to such activities shall be apportioned as between the Vendor and the Purchaser accordingly. If any amount of such income or outgoings falls to be calculated by reference to, or arises in respect of, a period which includes the Transfer Date, such amount shall be apportioned having regard to the costs incurred in connection with such activities and shall be deemed to have accrued in accordance with such apportionment.

6. CONTRACTS AND LIABILITIES

- 6.1 Insofar as the Business Assets comprise the benefit and burden of Contracts which cannot effectively be or are not permitted to be assigned by the Vendor to the Purchaser except by agreements of novation or by consents to assignment:
- (a) the Vendor and the Purchaser shall (upon the request and at the cost of the Purchaser) use all reasonable endeavours to procure the novation of the Contracts or to obtain the consents referred to above;
 - (b) unless or until each of the Contracts shall have been so novated or assigned, the Vendor shall hold the benefit thereof on trust for the Purchaser; and
 - (c) unless or until each of the Contracts shall have been so novated or assigned:-
 - i. the Purchaser shall (at the Purchaser's expense) perform all the obligations (including payment obligations) which are expressed to be obligations of the Vendor under the Contracts; and
 - ii. the Purchaser shall indemnify the Vendor against all liability and costs (to the extent not discharged pursuant to clause 6.1.(b) above) incurred by the Vendor in connection with the Contracts.
- 6.2 The Vendor agrees that it shall, at the request and at the cost of the Purchaser, take all reasonable action in connection with (i) facilitating the novation or assignment of, and/or amendment to, any Contracts as contemplated by clause 6.1(a), or (ii) facilitating the entering into by the Purchaser of new contracts and commitments of a similar nature to those to which the Vendor is currently a party.

7. POST EFFECTIVE DATE LIABILITIES

- 7.1 Save in relation to the Excluded Liabilities the Purchaser shall pay, satisfy and discharge all debts, liabilities and obligations relating to the Business arising on or after the Transfer Date and shall indemnify the Vendor against all actions, proceedings, costs, damages, claims and demands in respect thereof.
- 7.2 From the Transfer Date, the Vendor shall account to the Purchaser (or as it may direct) for any monies received in relating to the Business or otherwise in accordance with clause 5.2 above.

8. FURTHER ASSURANCE

- 8.1 Beneficial ownership and risk in respect of the Business Assets shall pass to the Purchaser on the Transfer Date and the Vendor shall thereafter be a trustee for the Purchaser in respect of all the Business Assets until they shall have been delivered and/or transferred or assigned to the Purchaser.
- 8.2 The Vendor shall (except to the extent otherwise agreed with the Purchaser) with all due diligence, at the expense of the Purchaser, execute such other documents and take such other steps as may reasonably be required by the Purchaser to vest the legal title to the Business Assets in the Purchaser (or to such other person, firm or company as the Purchaser may direct) and to give effect to this Agreement.
- 8.3 The Purchaser shall have the right to examine such of the Records as are retained by the Vendor by requirement of law at all reasonable times and to make copies thereof and to take extracts therefrom.

- 8.4 After Completion the Vendor shall at the request of the Purchaser give the Purchaser such further information and assistance as the Purchaser shall require in order to achieve an effective transfer of the Business to the Purchaser, with effect from the Transfer Date, having particular regard to maintaining the goodwill of customers, suppliers, Creditors and Employees.
- 8.5 The Vendor shall following Completion at the cost of the Purchaser:
- (a) join in making such announcements to the press and in sending to customers and suppliers such notice as the Purchaser shall require concerning the transfer of the Business; and
 - (b) permit the Purchaser to use the Vendor's name in such advertisements, circulars and other publicity as the Purchaser shall decide to issue concerning the transfer of the Business.

9. COSTS AND VAT

- 9.1 The Purchaser shall bear and pay the fees and expenses incidental to the preparation and implementation of the Agreement.
- 9.2 The parties shall use all reasonable efforts to ensure that the transfer of the Business is treated as a transfer of a business as a going concern for the purposes of section 49 of the Value Added Tax Act 1994 (or section 33 of the Value Added Tax Act 1983) and article 5 of the Value Added Tax Act (Special Provisions) Order 1995 including the making by the Purchaser of any election to waive exemption that may be required for this purpose.
- 9.3 In the event that it is at any time determined by HM Customs and Excise that section 49 of the Value Added Tax Act 1994 and Article 5 of the Value Added Tax (Special Provisions) Order 1995 do not apply to the sale of the Business or the Business Assets or any part of them, the Purchaser shall pay the Vendor the amount of the VAT in question on receipt from the Vendor of the appropriate VAT invoice or invoices in respect of them.

10. ENTIRE AGREEMENT

- 10.1 This Agreement sets out the entire agreement and understanding between the parties in respect of the transfer of the Business Assets and no party hereto has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other party which is not set out or referred to in this Agreement.
- 10.2 No variation of this Agreement shall be effective unless it is in writing and signed by (or by some person duly authorised by) each of the parties.

11. NOTICES

- 11.1 Any notice pursuant to this Agreement shall be in writing signed by (or by some person duly authorised by) the person giving it and may be served by leaving it or sending it by telex, facsimile, prepaid recorded delivery or registered post to the address of the relevant party set out on the first page of this Agreement (or as otherwise notified from time to time hereunder). Any notice so served by telex, facsimile or post shall be deemed to have been received:
- (a) in the case of telex or facsimile, twelve (12) hours after the time of despatch;
 - (b) in the case of recorded delivery or registered post, forty eight (48) hours from the date of posting.

11.2 Notices served on either party shall be marked for the attention of the Company Secretary.

12. GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with English law.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

AS WITNESS this Agreement has been entered into by the parties hereto the day and year first above written.

INTERFOLIO UK LTD.
DocuSigned by:
Gail Oshry
byC3823A94D8CD47E.....

Name: Gail Oshry

Title: Senior Director

ELSEVIER LIMITED
DocuSigned by:
Edward Cassar
by99D0C07084A64B4...

Name: Edward Cassar

Title: Chief Financial Officer

SCHEDULE 1

The Business

The Interfolio UK Ltd business is a SaaS-based academic information management company. It provides software to assist shared governance processes and faculty activity tracking tools to assist with institutional accreditation and reporting.

Trade Mark Assignment Agreement

THIS TRADE MARK ASSIGNMENT is made on 9th day of August 2023

BETWEEN:

1. **INTERFOLIO UK LTD.** (Company Registration No. 07820803) whose registered office is at Biodata Innovation Centre Wellcome Genome Campus Hinxton, Cambridge, England, United Kingdom, CB10 1DR (the "Assignor"); and
2. **ELSEVIER LIMITED** (Company Registration No. 01982084) whose registered office is at The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB (the "Assignee").

RECITALS:

- A. The Assignor is the registered proprietor of certain trade mark registrations in the UK, EU, USA and Canada, details of which are attached in the Schedule (the "Trade Marks").
- B. Pursuant to a Business Transfer Agreement between the Assignor and the Assignee, dated 1st of July 2023 (the "BTA"), the Assignor has agreed to assign the Trademarks to the Assignee.
- C. Accordingly the Assignor shall assign the Trade Marks to the Assignee on the terms set out below.

1. Assignment

In consideration of the payment of fair market value for the Trade Marks, which the Assignor acknowledges is included in the consideration paid by the Assignee to the Assignor pursuant to clause 3 of the BTA, the Assignor hereby assigns to the Assignee all of its rights, title and interests in and to the Trade Marks, including the goodwill attached to and represented by the Trade Marks in relation to the goods and services for which they are registered.

2. Counterparts

This assignment agreement may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original, and such counterparts taken together shall constitute one and the same agreement.

3. Governing Law

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

SIGNED by the parties on the date of this assignment agreement.


SIGNED:

DocuSigned by:


C3623A94D5CD475

For and on behalf of the **Assignor**
INTERFOLIO UK LTD

SIGNED:

DocuSigned by:


071323BCEB3414C9

For and on behalf of the **Assignee**
ELSEVIER LIMITED

Schedule 1

Trade Marks

Mark	Registration Number	Territory	Classes
RESEARCHFISH	5030998	USA	9, 35, 38, 42
RESEARCHFISH	TMA988372	Canada	35, 38, 42
RESEARCHFISH	UK00911835444	UK	9, 35, 38, 42
RESEARCHFISH	011835444	EU	9, 35, 38, 42