

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI192740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bibliotheca Limited		04/01/2024	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Company Name:	OCLC, Inc.		
Street Address:	6565 Kilgour Place		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43017		
Entity Type:	Non-Profit Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7251679	BIBLIO+	
Registration Number:	7251680	BIBLIOPLUS	
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<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:	(415)954-0200		
Email:	IP-squiretm@squirepb.com		
Correspondent Name:	Philip R. Zender		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	555 California Street, Suite 550		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	024604.00531		
NAME OF SUBMITTER:	MARJORIE JOST		
SIGNATURE:	MARJORIE JOST		
DATE SIGNED:	04/25/2024		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of April 1, 2024, is made by Bibliotheca Limited (“**Assignor**”), a United Kingdom private limited company, located at Landmark House Station Road, Cheadle Hulme, Cheadle, Cheshire, England, SK8 7BS, in favor of OCLC, Inc. (“**Assignee**”), an Ohio non-profit corporation, located at 6565 Kilgour Place, Dublin, Ohio 43017.

RECITAL:

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as on March 25, 2024 (“**APA**”), between Bibliotheca, LLC, an affiliate of Assignor, and Assignee, Bibliotheca, LLC is obligated to cause the conveyance, transfer and assignment of certain intellectual property owned by Assignor to Assignee and the recordation of such assignment; and

WHEREAS, Assignor has, therefore agreed to execute and deliver this IP Assignment in favor of Assignee, and to record such assignment with the United States Patent and Trademark Office or corresponding entities or agencies in any applicable jurisdictions.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patent set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patent**”);

(b) the trademarks set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the officials of the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions,

and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the APA. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Bibliotheca, LLC, Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

BIBLIOTHECA LIMITED
By: [Signature]
Name: Joseph Grillo
Title: Chief Executive Officer
Address for Notices: Landmark House Station
Road, Cheadle Hulme, Cheadle, Cheshire,
England, SK8 7BS

ACKNOWLEDGMENT

STATE OF Connecticut

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)SS. NEW LONDON
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COUNTY OF NEW LONDON

On the 29th day of MARCH, 2024, before me personally appeared Joseph Grillo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in [his/her/their] authorized capacity as the CEO of Bibliotheca Limited, the private limited company described, and acknowledged the instrument to be [his/her/their] free act and deed/the free act and deed of Bibliotheca Limited for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public Matthew H. Greene
Printed Name: Commissioner of the Superior Court
Juris # 402163

My Commission Expires:

AGREED TO AND ACCEPTED:

OCLC, INC.

By: *William Nilges*

Name: William Nilges

Title: Vice President

Address for Notices: 6565 Kilgour Place, Dublin,
Ohio 43017

ACKNOWLEDGMENT

STATE OF OHIO

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COUNTY OF Franklin

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On the 1 day of April, 2024, before me personally appeared William Nilges, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Vice President of OCLC, Inc., the corporation described, and acknowledged the instrument to be the free act and deed of OCLC, Inc. for the uses and purposes mentioned in the instrument.

Patrick H. Brogan

Notary Public
Printed Name:

My Commission Expires:

N/A, _____



Patrick H. Brogan
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent

Title	Jurisdiction	Patent Number	Issue Date
DIG – eBook Convenience Barometer	USA	10915947	February 9, 2021

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
biblio+	US	7251679	2023-12-26
biblioplus	US	7251680	2023-12-16