

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PETROCONSULTANTS-MAI LIMITED		12/01/2008	COMPANY: UNITED KINGDOM

**RECEIVING PARTY DATA**

Name:	IHS (Global) Limited
Street Address:	Willoughby Road
City:	Bracknell, Berkshire
State/Country:	UNITED KINGDOM
Postal Code:	RG12 8FB
Entity Type:	COMPANY: UNITED KINGDOM

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2966085	QUE\$TOR
Registration Number:	3099694	AS\$ET

**CORRESPONDENCE DATA**

Fax Number: (303)607-3600  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 303-607-3500  
 Email: trademarkdnvr@faegre.com  
 Correspondent Name: Jennifer Daniel Collins  
 Address Line 1: 1700 Lincoln Street  
 Address Line 2: 3200 Wells Fargo Center  
 Address Line 4: Denver, COLORADO 80203-4532

ATTORNEY DOCKET NUMBER: 79527-351612

**DOMESTIC REPRESENTATIVE**

Name: Jennifer Daniel Collins

**900171435**

**TRADEMARK  
 REEL: 004277 FRAME: 0066**

OP \$65.00 2966085

Address Line 1: 1700 LINCOLN STREET  
Address Line 2: 3200 WELLS FARGO CENTER  
Address Line 4: DENVER, COLORADO 80230-4532

NAME OF SUBMITTER:	Jennifer Daniel Collins
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Signature:	/Jennifer Daniel Collins/
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Date:	09/13/2010
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**Total Attachments: 11**

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THIS AGREEMENT is dated 1<sup>st</sup> December 2008.

## PARTIES

- (1) **PETROCONSULTANTS - MAI LIMITED** a private company incorporated and registered in England and Wales with company number 2123359 whose registered office is at NEWPLAN HOUSE, 41 EAST STREET, EPSOM, SURREY, KT17 1BL, UK. (**Seller**).
- (2) **IHS (GLOBAL) LIMITED** a private company incorporated and registered in England and Wales with company number 00788737 whose registered office is at Willoughby Road, Bracknell, Berkshire RG12 8FB, UK (**Buyer**).

## BACKGROUND

- (A) The Buyer and the Seller are wholly owned subsidiaries of the ultimate parent company, IHS Inc.
- (B) As part of a reorganisation of the trading activities within the IHS group of companies comprising the Buyer and the Seller, the Seller has agreed to sell and the Buyer has agreed to purchase the Business (together with the Assets) as defined below as a going concern subject to and on the terms and conditions of this agreement.

## AGREED TERMS

### 1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Assets:** the property, rights and assets of the Business to be sold and purchased pursuant to clause 0, excluding the Excluded Assets.

**Assumed Liabilities:** all debts, liabilities and obligations of any nature of the Seller relating to the Business or the Assets, whether actual or contingent, which are due or outstanding on or have accrued at the Effective Time, including the Creditors and excluding the Excluded Liabilities.

**Book Debts:** all trade and other debts and amounts owing to the Seller at the Effective Time in respect of the Business (whether or not invoiced).

**Business:** the entire business carried on by the Seller at the Effective Time excluding a branch in Dubai and the representative office in Beijing.

**Business Claims:** all of the Seller's rights, entitlements and claims against third parties arising directly or indirectly out of or in connection with the operation of the Business or relating to the Assets, including rights under any warranties, conditions, guarantees or indemnities or under the Sale of Goods Act 1979.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Business Information:** all information, know-how and techniques (whether or not confidential and in whatever form held) which in any way relate, wholly or partly, to the Business.

**Business Intellectual Property Rights:** Intellectual Property Rights owned, used or held for use by the Seller in, or in connection with, the Business.

**Business Name:** Petroconsultants-MAI or any name including any similar words.

**Completion:** the completion of the sale and purchase of the Business and the Assets in accordance with this agreement.

**Completion Date:** 1<sup>st</sup> December 2008.

**Contracts:** all contracts, arrangements, licences and other commitments relating to the Business entered into, on or before, and which remain to be performed by any party to them in whole or in part at, the Effective Time.

**Customers:** the customers of the Business.

**Effective Time:** the mid-night of 30<sup>th</sup> November 2008.

**Employees:** the person employed wholly or mainly in the Business at the Effective Time.

**Excluded Assets:** the property, rights and assets of the Business set out in clause 4.1.

**Excluded Liabilities:** all liabilities relating to the Excluded Assets.

**Fixed Assets:** all of the fixed plant and machinery, furniture, utensils, templates, tooling, implements, chattels and equipment wherever situated belonging to the Seller and used or intended for use in connection with the Business attached or fixed to the Properties as at the Effective Time.

**Freehold Properties:** the freehold properties, particulars of which are set out in Part 1 of schedule 1, if any.

**Goodwill:** the goodwill, custom and connection of the Seller in relation to the Business, together with the exclusive right for the Buyer to carry on the Business under the Business Name (and all other names associated with the Business) and respectively to represent themselves as carrying on the Business in succession to the Seller.

**Intellectual Property Rights:** patents, rights to inventions, utility models, copyright, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**IT System:** all computer hardware (including network and telecommunications equipment) and software (including associated preparatory materials, user manuals

and other related documentation) owned, used, leased or licensed by or in relation to the Business.

**Leasehold Properties:** the leasehold properties, particulars of which are set out in Part 2 of Schedule 1.

**Moveable Assets:** the loose plant including moveable plant, machinery and equipment, fixtures and fittings, desktop computers, spare parts and tooling used or intended for use in connection with the Business.

**Properties:** the Freehold Properties and the Leasehold Properties.

**Purchase Price:** has the meaning given in clause **Error! Reference source not found.**

**Stock:** the stock-in-trade of the Business at the Effective Time.

**Third Party Consent:** a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation in favour of the Buyer of any of the Assets or Assumed Liabilities in terms reasonably acceptable to the Buyer.

**TUPE:** the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

**VATA 1994:** Value Added Tax Act 1994.

**Warranties:** the warranties and representations set out in clause 7.

- 1.2 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this agreement. A reference to a paragraph is to a paragraph of the relevant schedule, and a reference to an appendix is to the relevant appendix to this agreement.
- 1.4 A **person** includes a corporate or unincorporated body.
- 1.5 Words in the singular include the plural and in the plural include the singular.
- 1.6 A reference to one gender includes a reference to the other gender.
- 1.7 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement.
- 1.8 **Writing** or **written** includes faxes but not e-mail.

- 1.9 Documents in **agreed form** are documents in the form agreed by the parties to this agreement and initialled by them or on their behalf for identification.
- 1.10 Where the words **include(s), including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.
- 1.11 References to this agreement include this agreement as amended or varied in accordance with its terms.

**2. AGREEMENT TO SELL AND PURCHASE**

2.1 The Seller shall sell and the Buyer shall buy, with effect from the Effective Time, the Business as a going concern together with the assets listed below:

- (a) the Goodwill;
- (b) the Properties;
- (c) the Fixed Assets;
- (d) the Moveable Assets;
- (e) the benefit (subject to the burden) of the Contracts;
- (f) the Stock;
- (g) the Business Information;
- (h) the IT System;
- (i) the Book Debts;
- (j) the Business Name;
- (k) the Business Intellectual Property Rights;
- (l) all records and documents relating to the Business and Assets;
- (m) the Business Claims; and
- (n) all other property, rights and assets owned by the Seller and used, enjoyed or exercised or intended to be used, enjoyed or exercised in the Business at the Effective Time, save for the Excluded Assets.

**3. ASSUMED LIABILITIES**

3.1 The Buyer shall with effect from the Effective Time:

- (a) assume responsibility for and pay, satisfy or perform the Assumed Liabilities; and
- (b) pay, satisfy or discharge all debts, liabilities and obligations incurred by the Buyer in connection with the Business after the Effective Time.

3.2 The Buyer agrees to indemnify and keep indemnified the Seller against each loss, liability and cost which the Seller may incur or may have incurred and not discharged before the Effective Time:

- (a) in connection with the ownership or operation of the Business and the Assets whether before or after the Effective Time; or
- (b) as a result of the Buyer's failure to pay, satisfy or perform the Assumed Liabilities under clause 3.1(a);

including without limitation any losses, liabilities or costs incurred as a result of defending or settling a claim alleging such a liability.

**4. EXCLUDED ASSETS AND LIABILITIES**

4.1 The assets listed below shall be excluded from the sale under this agreement:

- A branch office in Dubai and representative office in Beijing.

4.2 Nothing in this agreement shall pass to the Buyer, or shall be construed as acceptance by the Buyer of, the Excluded Liabilities set out below:

- None, other than the liabilities relating to the Excluded Assets.

**5. PURCHASE PRICE**

**REDACTED**

**6. COMPLETION**

6.1 Completion shall take place on the Completion Date.

6.2 At Completion the Seller shall comply with its obligations set out in clause 6.3.

6.3 At Completion the Buyer shall:

- (a) pay the Purchase Price to the Seller in accordance with clause 5;

- (b) deliver to the Seller duly executed counterparts of the licences, agreements, assignments and other documents to effect the transfer contemplated in this agreement; and
- (c) deliver to the Seller a copy of the minutes of a meeting of the board of directors of the Buyer authorising the execution by the Buyer of this agreement and all other documents ancillary to it or the transactions contemplated herein, and appointing the relevant signatory or signatories to execute this agreement and any such other documents on the Buyer's behalf.

**7. WARRANTIES**

- 7.1 The Seller warrants and represents to the Buyer that the Seller has good and marketable title to each Asset (whether tangible and intangible), and each Asset is legally and beneficially owned by the Seller;

**8. PASSING OF TITLE AND RISK AND THIRD PARTY CONSENTS**

- 8.1 If any Third Party Consent is required to transfer an Asset to the Buyer and such Third Party Consent has not been obtained prior to Completion, the Seller shall use all reasonable endeavours after Completion to obtain such consent as soon as possible following Completion and to effect any transfer or assignment or novation of that Asset at the request of the Buyer after receipt of the Third Party Consent, and the Buyer shall cooperate with the Seller so far as is reasonable for such purposes.

- 8.2 In so far as any Assets are not delivered or formally transferred, novated or assigned to the Buyer at Completion and until such time as they are formally transferred, novated or assigned to the Buyer:

- (a) the Seller shall be deemed to hold all such Assets on trust for the Buyer; and
- (b) to the extent permissible under law or the terms of any relevant agreement:
  - (i) the Seller shall use all reasonable endeavours to procure at the Buyer's cost that the Buyer shall be entitled to the benefit, use and enjoyment of those Assets, to receive the income therefrom, and to have the right of enforcement of the Business Claims, if any, relating to those Assets; and
  - (ii) the Buyer shall perform all the obligations of the Seller in respect of such Assets (save to the extent that any such obligations are Excluded Liabilities).

- 8.3 Where there is a material risk that the assignment or attempted assignment of the benefit of a Contract or a Business Claim would cause a third party to repudiate such Contract or Business Claim or would constitute a breach of such Contract, this agreement does not constitute an assignment or an attempted assignment of that Contract or Business Claim.



8.4 Title to the Assets transferred whether at Completion or subsequently shall pass to the Buyer at the Effective Time.

8.5 Risk in respect of all the Assets shall pass to the Buyer at the Effective Time save that in the event an Asset is subsequently excluded from the purchase under this agreement under clause 8.3 the risk in that Asset shall pass back to the Seller.

**9. VALUE ADDED TAX**

9.1 The Seller and the Buyer acknowledge that section 43(1) of VATA 1994 will apply to the sale of the Assets pursuant to this agreement.

9.2 If, notwithstanding clause 9.1 VAT is chargeable in connection with the transfer of the Assets under this agreement, the Buyer shall pay the Seller the amount of that VAT immediately on receipt of the relevant VAT invoice together with a copy of confirmation from HM Revenue & Customs that VAT is payable.

**10. THE EMPLOYEES**

10.1 The parties acknowledge and agree that the sale pursuant to this agreement will constitute a relevant transfer for the purposes of TUPE and, accordingly, the contracts of employment of, and collective agreements relating to the Employees shall be transferred to the Buyer pursuant to TUPE with effect from the Effective Time.

10.2 If any contract of employment of, or collective agreement relating to, any Employee is found or alleged not to have transferred to the Buyer at the Effective Time the parties agree they shall take all necessary steps to ensure that such contracts of employment and collective agreements shall have effect from the Effective Time as if originally made with the Buyer.

10.3 Each of the Buyer and the Seller undertakes to the other:

- (a) that it has complied with all of its obligations under Regulations 11 and 13 of TUPE;
- (b) to indemnify and keep indemnified the other against all losses, claims, costs, charges and demands, proceedings or judgments (including without limitation, legal costs incurred in connection therewith) arising out of or in connection with any failure by it to comply with its obligations pursuant to Regulations 11 and 13 of TUPE.

10.4 The Buyer agrees it shall be responsible for and indemnify and keep indemnified the Seller against all costs, expenses, liabilities, claims, rights of action, compensation, awards, damages, fines, penalties, costs, expenses, interests arising from or in

connection with the employment of the Employees, whether arising before or after the Effective Time.

**11. FURTHER ASSURANCE**

Each party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, or procure the execution of documents and doing of such things as are required to give full effect to this agreement and the transaction intended to be effected pursuant to it.

**12. ASSIGNMENT**

12.1 Neither party may assign or transfer any of its rights, benefits or obligations under this agreement.

12.2 Each party confirms that it is acting on its own behalf and on no-one else's.

**13. WHOLE AGREEMENT**

13.1 This agreement constitute the whole agreement and understanding of the parties and supersedes any previous arrangements, understanding or agreement between the parties relating to the subject matter of this agreement. Save as expressly provided, and to the extent they may be excluded by contract, this agreement excludes any warranty, covenants, condition or undertakings which may be implied by law. The Buyer acknowledges that it has not been induced to enter into this agreement by, and so far as permitted by law and except in the case of fraud, hereby waives any remedy in respect of, any warranties, representations, undertakings, promises or assurances not incorporated expressly into this agreement.

13.2 Nothing in this clause operates to limit or exclude any liability for fraud.

**14. VARIATION AND WAIVER**

14.1 Any variation of this agreement must be in writing and signed by or on behalf of the parties.

14.2 Any waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

14.3 No failure to exercise or delay in exercising any right or remedy provided under this agreement or by law constitutes a waiver of such right or remedy nor shall it prevent any future exercise or enforcement thereof.

14.4 No single or partial exercise of any right or remedy under this agreement shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.

**15. SEVERANCE**

15.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, that provision shall be ineffective to the extent of such illegality, invalidity or unenforceability but the other provisions shall remain in force.

15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and unenforceable.

**16. THIRD PARTY RIGHTS**

No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

**17. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

**18. GOVERNING LAW AND JURISDICTION**

18.1 This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.

18.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

This agreement has been entered into on the date stated at the beginning of it.

**Schedule 1 The properties**

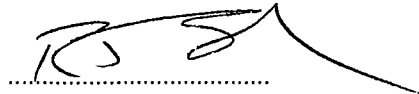
**Part 1. Freehold Properties**

NONE

**Part 2. Leasehold properties**

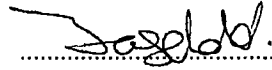
- Offices at Newplan House, 41 East Street, Epsom, Surrey KT17 1BL.

Signed by  
for and on behalf of Petroconsultants MAI  
Limited



.....  
Director

Signed by  
for and on behalf of IHS (Global) Limited



.....  
Director