

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IEEE GlobalSpec, Inc.		04/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Institute of Electrical and Electronics Engineers, Incorporated		
Street Address:	445 Hoes Lane		
City:	Piscataway		
State/Country:	NEW JERSEY		
Postal Code:	08854		
Entity Type:	Not-for-Profit Corporation: NEW YORK		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2523953	SPECSEARCH	
Registration Number:	2408126	GLOBALSPEC.COM	
Registration Number:	2524982	GLOBALSPEC	
Registration Number:	3278881	CR4	
Registration Number:	3332957	THE ENGINEER'S PLACE FOR NEWS AND DISCUS	
Registration Number:	3355099	GLOBALSPEC	
Registration Number:	3371651	MARKETING MAVEN	
Registration Number:	3513365	SPECS & TECHS	
Registration Number:	3708313	DIRECTU2	
Registration Number:	3862644	INDUSTRIAL MARKETING MAVENS	
Registration Number:	3005245	THE ENGINEERING SEARCH ENGINE	
Registration Number:	4006056	EVENTS	
Registration Number:	4414239	DATASHEETS360	
Registration Number:	4453855	ELECTRONICS360	
CORRESPONDENCE DATA			
Fax Number:	2127058975		
<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:	2127058975		

OP \$365.00 2523953

Email: d.mack@ieee.org
Correspondent Name: Jonathan Wiggins
Address Line 1: 3 Park Avenue
Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER: Jonathan Wiggins

SIGNATURE: /Jonathan Wiggins/

DATE SIGNED: 12/01/2016

Total Attachments: 10

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source=Intellectual Property Agreement - Executed (April 30, 2016) 2#page10.tif

INTELLECTUAL PROPERTY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT (the "Agreement"), effective as of April 30, 2016, by and between The Institute of Electrical and Electronics Engineers, Incorporated, a New York not-for-profit corporation having a principal place of business at 3 Park Avenue, 17th Floor, New York, New York 10016-5997 ("IEEE"), and IEEE GlobalSpec, Inc., ("IEEE GlobalSpec"), a subsidiary of IEEE, Inc., with its office at 30 Tech Valley Drive, No. 102, East Greenbush, New York 12061.

WITNESSETH:

WHEREAS, IEEE is the owner of all right, title, and interest in and to the intellectual property identified in Schedules A-B, as may be amended from time to time by mutual agreement by the parties (the "IEEE Material");

WHEREAS, IEEE GlobalSpec is the owner of all right, title, and interest in and to the intellectual property identified in Schedules C-F, as may be amended from time to time by mutual agreement by the parties (the "IEEE GlobalSpec Material") (with the IEEE Material, collectively the "Material");

NOW, THEREFORE, in consideration of the mutual promises and intending to be legally bound hereby, the parties agree upon the following terms and conditions:

1. INTELLECTUAL PROPERTY

- A. To the best of IEEE's knowledge, IEEE is the owner of all rights, title, and interest in and to the IEEE Material or has the right to grant a license to IEEE GlobalSpec to use the IEEE Material.
- B. To the best of IEEE GlobalSpec's knowledge, IEEE GlobalSpec is the owner of all rights, title, and interest in and to the IEEE GlobalSpec Material or has the transferrable right to use the IEEE GlobalSpec Material.
- C. IEEE and IEEE GlobalSpec recognize that the owning party may not have registered all elements of the Material in all jurisdictions and that, to the extent registrations exist, the registrations may be limited in certain respects as chosen by the owning party.
- D. IEEE grants IEEE GlobalSpec a nonexclusive, royalty free, worldwide license to use the IEEE Material in connection with the advancement of IEEE GlobalSpec's interests. Such usage may include, but is not limited to, the offering, sale, and promotion of goods and services, as well as advertising, promotional material, and signage relating to IEEE GlobalSpec.

- E. In consideration of the rights granted herein, IEEE GlobalSpec assigns to IEEE all right, title, and interest in and to the IEEE GlobalSpec Material. Notwithstanding the foregoing, IEEE GlobalSpec shall retain a nonexclusive, royalty free, worldwide license to use the IEEE GlobalSpec Material in connection with the advancement of IEEE GlobalSpec's interests. Such usage may include, but is not limited to, the offering, sale, and promotion of goods and services, as well as advertising, promotional material, and signage relating to IEEE GlobalSpec.
- F. The goodwill associated with and created by the use of the Material by IEEE GlobalSpec shall inure exclusively to the benefit of IEEE.
- G. IEEE GlobalSpec will in no way represent that it has any right, title, or interest in the Material other than as expressly granted under the terms of this Agreement.
- H. IEEE GlobalSpec shall use the Material in the style, design, manner, form and with such legal notices and registration symbols as may be designated by IEEE.
- I. At IEEE's request, IEEE GlobalSpec agrees to execute all documents necessary for IEEE to properly maintain and/or register the Material in IEEE's name in in any jurisdiction. IEEE GlobalSpec will not apply to register the Material, or any part thereof, anywhere in the world, during the term of the Agreement or at any time thereafter.
- J. IEEE GlobalSpec shall have no right to sublicense or assign the license granted herein to any non-IEEE related party without the prior written consent of IEEE.

2. TERM AND TERMINATION

This Agreement shall continue until such time as it is terminated by IEEE, with or without cause, upon ninety (90) days prior written notice to IEEE GlobalSpec. In addition, this Agreement may be terminated by IEEE for any material breach by IEEE GlobalSpec of the terms and conditions of the Agreement, if the breach remains uncured for a thirty (30) day period after receipt of notice of such breach from IEEE. In the event of termination of this Agreement for any reason, IEEE GlobalSpec shall take immediate steps to cease all use of the Material, and all rights granted herein shall revert to IEEE.

3. QUALITY ASSURANCE

- A. All use of the Material under this Agreement shall be of high quality, satisfactory to IEEE in its sole discretion, and in compliance with all applicable laws, rules, and regulations of any governmental or administrative body. IEEE GlobalSpec shall further use its best efforts to uphold and maintain the value, reputation, and goodwill of the Material.

- B. In the event that IEEE determines that any good, service, or collateral material is not of the quality set forth in subparagraph A above, it shall notify IEEE GlobalSpec in writing of any deficiency in quality and IEEE GlobalSpec shall promptly make any changes or modifications requested by IEEE.
- C. Should IEEE GlobalSpec become aware of any infringement of the Material, IEEE GlobalSpec shall provide notice to IEEE of such infringement.

4. INTERPRETATION

- A. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.
- B. This Agreement constitutes the entire agreement and understanding between the parties. Any modification or addition to the Agreement shall be by written instrument signed by the parties hereto and dated subsequent to the last date of execution below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed as of the day and year first above written.

**THE INSTITUTE OF ELECTRICAL AND
ELECTRONICS ENGINEERS,
INCORPORATED**

By: 
Name: E. James Prendergast
Title: Executive Director

IEEE GLOBALSPEC, INC.

By: 
Name: Patrick D. Mahoney
Title: Acting President and
Chief Executive Officer

SCHEDULE A

IEEE Trademarks

1. IEEE

2. 

3. IEEE GlobalSpec

4. IEEE Engineering 360

5. IEEE Datasheets 360

6. IEEE Electronics 360

7. 

8. 

9. 

10. 

[Schedule A]

SCHEDULE B

IEEE Domain Names

Ieee-engineering360.com/org/net
Ieeeengineering360.com/org/net
Ieeengineering360.com/org/net
Ieee-electronics360.com/org/net
Ieeeelectronics360.com/org/net
Ieeelectronics360.com/org/net
Ieec-globalspec.com/org/net
Ieeeglobalspec.com/org/net
Ieee-datasheets360.com/org/net
Ieedatasheets360.com/org/net
Ieeeglobespec.com/org/net
Ieeeglobal.com/org/net
Engineering360.net
Datasheets360.org
Electronics360.org

[Schedule B]

SCHEDULE C

IEEE GlobalSpec Patents

<u>Title</u>	<u>Owner</u>	<u>Country</u>	<u>Next Maintenance Fees Window Date</u>	<u>Patent No</u>	<u>Priority</u>	<u>Issue</u>
ARRANGING SEARCH ENGINE RESULTS	GlobalSpec, Inc.	U.S.A	2/28/2019	8,126,877	1/23/2008	2/28/2012
DATABASE SEARCH IN DISTRIBUTED COMPUTER SYSTEM ON PORTION OF REMOTE	GlobalSpec, Inc.	U.S.A	4/8/2019	7,356,533	4/5/1999	4/8/2008
EFFICIENT BUFFERED READING WITH A PLUG-IN FOR INPUT BUFFER SIZE DETERMINATION	GlobalSpec, Inc.	U.S.A	6/19/2019	8,205,025	8/12/2009	6/19/2012
TERM SYNONYM GENERATION	GlobalSpec, Inc.	U.S.A	11/22/2018	8,065,283	1/24/2008	11/22/2011

[Schedule C]

SCHEDULE D

IEEE GlobalSpec Copyrights

Name	Full Title	Copyright Number	Date
GlobalSpec, Inc.	JSpecSearch.	TXu001008341	2001
GlobalSpec, Inc.	Product area XML.	TXu001008342	2001
GlobalSpec, Inc.	SpecSearch : database.	TX0005392937	2001
GlobalSpec, Inc.	SpecSearch help files : database.	TX0005392938	2001

[Schedule D]

SCHEDULE E

IEEE GlobalSpec Domain Names

Datasheet360.com
Data-sheet360.com
Datasheet-360.com
Datasheets360.com
Data-sheets360.com
Datasheets-360.com
Datashet360.com
Datashets360.com
Electroniccomponentdata.com
Electronics360.com
Electronics360.net
Engineering360.com
Globalspec.com
Globalspecmedia.com

[*Schedule E*]

SCHEDULE F

IEEE GlobalSpec Trademarks

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class</u>	<u>Owner Name</u>
AENGINE	United States Of America	Registered	3,118,498	35	GlobalSpec, Inc.
CR4	United States Of America	Registered	3,278,881	38; 41	GlobalSpec, Inc.
DATASHEETS360	United States Of America	Registration Cancelled March, 2016	4,414,239	35	GlobalSpec, Inc.
DIRECTU2 and Design	Australia	Registered	1020920/1336907	41	GlobalSpec, Inc.
DIRECTU2 and Design	Chile	Registered	1087420	41	GlobalSpec, Inc.
DIRECTU2 and Design	China	Registered	1020920	41	GlobalSpec, Inc.
DIRECTU2 and Design	European Community	Registered	1020920	41	GlobalSpec, Inc.
DIRECTU2 and Design	Georgia	Registered	1020920	41	GlobalSpec, Inc.
DIRECTU2 and Design	Iceland	Registered	1020920	41	GlobalSpec, Inc.
DIRECTU2 and Design	Indonesia	Registered	IDM000362881	41	GlobalSpec, Inc.
DIRECTU2 and Design	Japan	Registered	1020920	41	GlobalSpec, Inc.
DIRECTU2 and Design	Madrid Protocol	Registered	1020920	41	GlobalSpec, Inc.
DIRECTU2 and Design	New Zealand	Registered	814252	41	GlobalSpec, Inc.
DIRECTU2 and Design	Republic Of Korea	Registered	1020920	41	GlobalSpec, Inc.
DIRECTU2 and Design	Singapore	Registered	1020920	41	GlobalSpec, Inc.
DIRECTU2 and Design	Switzerland	Registered	1020920	41	GlobalSpec, Inc.
DIRECTU2 and Design	Taiwan	Registered	1440314	41	GlobalSpec, Inc.
DIRECTU2 and Design	Ukraine	Registered	1020920	41	GlobalSpec, Inc.
DIRECTU2 and Design	United States Of America	Registered	3,708,313	41	GlobalSpec, Inc.
ELECTRONICS360	United States Of America	Registered	4,453,855	41	IHS Global Inc.
EVENTS and Design	United States Of America	Registered	4,006,056	35	GlobalSpec, Inc.
GLOBALSPEC	Canada	Registered	TMA731240	35; 41; 42	GlobalSpec, Inc.
GLOBALSPEC	India	Registered	1585485	35; 41; 42	GlobalSpec, Inc.
GLOBALSPEC	United States Of America	Registered	3,355,099	41; 42; 35	GlobalSpec, Inc.
GLOBALSPEC	United States Of America	Registered	2,524,982	35	GlobalSpec, Inc.
GLOBALSPEC.COM	United States Of America	Registered	2,408,126	35	GlobalSpec, Inc.

[Schedule F]

SCHEDULE F

IEEE GlobalSpec Trademarks

INDUSTRIAL MARKETING MAVENS	United States Of America	Registered	3,862,644	35	GlobalSpec, Inc.
MARKETING MAVEN	United States Of America	Registered	3,371,651	41	GlobalSpec, Inc.
SPECS & TECHS	United States Of America	Registered	3,513,365	41	GlobalSpec, Inc.
SPECSEARCH	United States Of America	Registered	2,523,953	35	GlobalSpec, Inc.
THE ENGINEERING SEARCH ENGINE	United States Of America	Registered	3,005,245	35; 42	GlobalSpec, Inc.
THE ENGINEERING TOOLBAR	United States Of America	Registered	2,980,326	9	GlobalSpec, Inc.
THE ENGINEERING WEB	Canada	Registered	TMA719411	42	GlobalSpec, Inc.
THE ENGINEERING WEB	United States Of America	Registered	3,042,960	42	GlobalSpec, Inc.
THE ENGINEER'S PLACE FOR NEWS AND DISCUSSION	United States Of America	Registered	3,332,957	38; 41	GlobalSpec, Inc.

[Schedule F]