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### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM408659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INSTITUIONAL INVESTOR LLC		11/30/2016	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	PAGEANT MEDIA LIMITED	
Street Address:	3-4 HOLBORN CIRCUS	
Internal Address:	nternal Address: 5TH FLOOR, THAVIES INN HOUSE	
City:	ity: LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	ostal Code: EC1N 2HA	
Entity Type:	company: UNITED KINGDOM	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark		
Registration Number:	4328778	MONEY MANAGEMENT INTELLIGENCE		

#### **CORRESPONDENCE DATA**

**Fax Number:** 4122091845

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.

**Phone:** 4122974900

**Email:** iptrademark@cohenlaw.com **Correspondent Name:** COHEN & GRIGSBY, P.C.

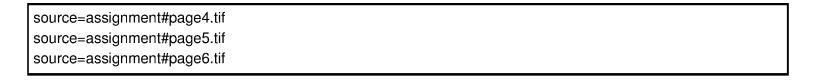
Address Line 1: 625 Liberty Avenue

Address Line 4: Pittsburgh, PENNSYLVANIA 15222-3152

ATTORNEY DOCKET NUMBER:	14784.0007
NAME OF SUBMITTER:	Frederick L. Tolhurst
SIGNATURE:	/frederick I. tolhurst/
DATE SIGNED:	12/13/2016

#### **Total Attachments: 6**

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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of November 30, 2016, is made by INSTITUTIONAL INVESTOR LLC, a Delaware limited liability company (the "Seller") in favor of PAGEANT MEDIA LIMITED, a United Kingdom limited company (the "Purchaser"), the purchaser of certain assets of the Seller pursuant to an Asset Purchase Agreement between the Purchaser and the Seller, dated as of October 31, 2016 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, the Seller has agreed to convey, transfer and assign to Buyer, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration (specifically including the consideration set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. The Seller hereby irrevocably convey, transfer and assign to Buyer, and Buyer hereby accepts, all of the Seller's right, title and interest in and to the following (the "<u>Assigned IP</u>"):
- (a) the trademark registrations and applications for registration set forth on <u>Schedule 1</u> and all issuances, extensions and renewals thereof (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (b) all rights of any kind whatsoever of the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) 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
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. The Seller hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Purchaser. Following the date hereof, upon the Purchaser's reasonable request, the Seller shall take such steps and actions, and provide such cooperation and assistance to the Purchaser 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 necessary to effect, evidence or perfect the assignment of the Assigned IP to the Purchaser, or any assignee or successor thereto.

- 3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and the Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be 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. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

#### INSTITUTIONAL INVESTOR LLC

By: EUROMONEY HOLDINGS US, INC., its Manager

Name: Steve Weiss
Title: President

AGREED TO AND ACCEPTED:

PAGEANT MEDIA LIMITED

[Signature Page to the Intellectual Property Assignment Agreement – Institutional Investor LLC]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

#### INSTITUTIONAL INVESTOR LLC

By: EUROMONEY HOLDINGS US. INC., its Manager

By: \_\_\_\_\_\_ Name: Steve Weiss

Name: Steve Weiss Title: President

AGREED TO AND ACCEPTED:

PAGEANT MEDIA LIMPTED

Name Charles Kerr

Title: CEO

[Signature Page to the Intellectual Property Assignment Agreement - Institutional Investor LLC]

# SCHEDULE 1 ASSIGNED TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATION

 $[Schedule\ 1\ to\ the\ Intellectual\ Property\ Assignment\ Agreement-Institutional\ Investor\ LLC]$ 

## **Registered Trademarks:**

**RECORDED: 12/13/2016** 

Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Owner
MONEY	U.S.	85/286,417	4/5/2011	4,328,778	4/30/2013	Institutional Investor LLC
MANAGEMENT						
INTELLIGENCE						