

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Markit North America, Inc.		05/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	IHS Markit KY3P, LLC		
Street Address:	450 West 33rd Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5106225	KY3P	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	34605/04058		
NAME OF SUBMITTER:	Raymond Rundelli		
SIGNATURE:	/Raymond Rundelli/		
DATE SIGNED:	07/11/2017		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of May 15, 2017 (the "Effective Date"), by and between IHS Markit KY3P, LLC, a Delaware limited liability company (the "Assignee"), and Markit North America, Inc., a Delaware corporation (the "Assignor").

A. Assignor and Assignee are parties to that certain Asset Contribution Agreement dated as of the Effective Date (the "Asset Contribution Agreement").

B. Pursuant to the Asset Contribution Agreement, in exchange for Units (as defined in the Asset Contribution Agreement) in the Assignee, Assignor has agreed to contribute to Assignee, and Assignee has agreed to accept from Assignor, all of the trademarks and service marks as more fully described on Schedule A hereto (the "Transferred Marks").

NOW, THEREFORE, in consideration of the transactions contemplated in the Asset Contribution Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor, effective as of the Effective Date, does hereby contribute, transfer, assign, convey and deliver to Assignee, all right, title, and interest that exist today and may exist in the future in and to the Transferred Marks together with the goodwill of the Business (as defined in the Asset Contribution Agreement) associated therewith and symbolized thereby (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Transferred Marks; provided, that Assignor shall take all reasonable action to timely, after publication on the Principal Register, file an amendment to allege use or a statement of use under 15 U.S.C. § 1051(c) or 15 U.S.C. §1051(d) (or successor statutes), respectively, for any such intent-to-use United States trademark application). Assignor further hereby contributes, transfers, assigns, conveys and delivers to Assignee all rights of Assignor and its Affiliates to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Transferred Marks, including the right to bring an action for past, present and future infringement, dilution, or other misappropriation or misuse, and all rights to recover damages, profits and injunctive relief for infringement, dilution, or other misappropriation, or misuse. Assignee hereby accepts the contribution, transfer, assignment, conveyance and delivery of the foregoing. For the avoidance of doubt, Assignor shall retain all liabilities and obligations with respect to the Transferred Marks for all periods prior to the Effective Date.

2. Recordation. Assignor authorizes Assignee to, at Assignee's sole cost and expense, take such actions as may be required to cause the recordation of this Assignment with the Commissioner of Patents and Trademarks and any other applicable government officer in the United States or any other jurisdiction.

3. Incorporation of Asset Contribution Agreement. This Assignment is being delivered pursuant to, and is subject to all the terms of, the Asset Contribution Agreement, the terms and conditions of which are hereby incorporated into this Assignment by this reference. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Asset Contribution Agreement in any manner whatsoever. In the event of any conflict or other difference between the Asset Contribution Agreement and this Assignment, the provisions of the Asset Contribution Agreement shall control.

4. Governing Law; Miscellaneous. The provisions of Article V of the Asset Contribution Agreement shall apply to this Assignment, *mutatis mutandis*, as if the references to the Asset Contribution Agreement therein were references to this Assignment.

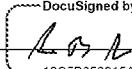
[Signature Pages Follow]

IN WITNESS WHEREOF, the Assignee and the Assignor have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNEE:

IHS MARKIT KY3P, LLC

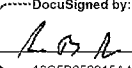
By: _____
Name: _____
Title: _____

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Sari Granat
EVP

ASSIGNOR:

MARKIT NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

DocuSigned by:

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Sari Granat
EVP

SCHEDULE A
Transferred Marks

Mark	Reg. Owner	Country	Application / Registration #	Filing / Registration Date	Status
KY3P	Markit North America, Inc.	Australia	1784507	July 20, 2016	Pending
KY3P	Markit North America, Inc.	Canada	1795297	August 10, 2016	Pending
KY3P	Markit North America, Inc.	E.U.	14633457	May 16, 2016	Registered
KY3P	Markit North America, Inc.	Hong Kong	303844404	July 20, 2016	Pending
KY3P	Markit North America, Inc.	Singapore	40201611768R	July 20, 2016	Pending
KY3P	Markit North America, Inc.	U.S.	5106225	December 20, 2016	Registered

Common law rights in and to the KY3P trademark.