

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IHS Global Inc.		07/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Informa Tech LLC		
Street Address:	251 Little Falls Drive		
Internal Address:	c/o Corporation Service Company		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2513944	ISUPPLI	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127667000		
Email:	trademark@faegrebd.com		
Correspondent Name:	Dianna Gould/Sarah House		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	479527.973		
NAME OF SUBMITTER:	Sarah M. House		
SIGNATURE:	/Sarah M House/		
DATE SIGNED:	08/08/2019		
Total Attachments: 7			
source=Trademark Assignment#page1.tif			
source=Trademark Assignment#page2.tif			
source=Trademark Assignment#page3.tif			

OP \$40.00 2513944

source=Trademark Assignment#page4.tif

source=Trademark Assignment#page5.tif

source=Trademark Assignment#page6.tif

source=Trademark Assignment#page7.tif

THIS DEED OF ASSIGNMENT is made on 31 July 2019

BETWEEN:

- (1) **IHS Global, Inc.** a Colorado corporation whose registered office is at 15 Inverness Way East, Englewood, Colorado, 80112, USA (the "**Assignor**")
- (2) **Informa Tech LLC** a Delaware limited liability company whose registered office is at c/o Corporation Service Company, 251 Little Falls Drive, City of Wilmington, County of New Castle, Delaware, 19808, USA (the "**Assignee**")

(each a "**Party**" to this deed of assignment and together, the "**Parties**").

BACKGROUND:

- (A) Pursuant to a Hive-Down Agreement dated 31 July 2019 made between the Parties (the "**US Hive-Down Agreement**"), the Assignor agreed (and now wishes) to assign various Intellectual Property Rights which are used wholly and exclusively by the Business (as defined in the US Hive-Down Agreement) to the Assignee on the terms set out in this deed of assignment.

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context otherwise requires, capitalised terms used but not otherwise defined in this deed of assignment shall have the meanings given to them in the US Hive-Down Agreement.
- 1.2 Schedules 1 to 5 to this deed (the "**Schedules**") form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2. ASSIGNMENT

- 2.1 The Assignor hereby assigns to the Assignee absolutely with full title guarantee and for zero consideration all of its right, title and interest, whether legal or beneficial, in and relating to the following:
 - (i) the public and non-public domain names listed at Schedule 2 hereto;
 - (ii) the registered trade marks listed at Schedule 1 hereto (the "**Trade Marks**"), including the goodwill attaching to the Trade Marks;
 - (iii) the unregistered trade names listed at Schedule 3 hereto;
 - (iv) the Transferred Software as set out and defined at Schedule 4 hereto;
 - (v) the products developed in connection with the Business and listed at Schedule 5 hereto (the "**Products**");
 - (vi) any relevant Products that remain in a developmental phase as at the date of the US Hive-Down Agreement, and which are exclusive to the Business ("**WIP Products**");

(together, the "**Assigned Rights**"); and
 - (vii) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of

any infringement, or any other cause of action arising from ownership of any of the Assigned Rights whether occurring before, on, or after the date of this deed.

- 2.2 The Assignor undertakes to the Assignee to complete promptly (at the expense of the Assignor) all and any necessary steps reasonably required for assuring to or vesting in the Assignee, or recording in the name of the Assignee or its nominee, the beneficial ownership and legal title to the Assigned Rights, including registering and recording the deed of assignment as a transfer with the relevant intellectual property office (as appropriate) and to secure the benefits of the rights assigned under this deed of assignment to the Assignee as soon as reasonably practicable on and following Completion.
- 2.3 The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this deed of assignment.
- 2.4 Without prejudice to Clause 2.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:
- (a) take any action that this deed of assignment requires the Assignor to take;
 - (b) exercise any rights which this deed of assignment gives to the Assignor; and
 - (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.
- 2.5 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under clauses 2.2 to 2.4.

3. **WARRANTIES**

- 3.1 The Assignor warrants that:
- (i) it is the legal beneficial owner of the Assigned Rights; and
 - (ii) it has the right, power and authority to enter into this Deed and to assign to the Assignee the rights contemplated in this Deed.
- 3.2 Each party acknowledges and agrees that it has not relied on, or been induced to enter into this deed by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Deed or otherwise.

4. **THIRD PARTY RIGHTS**

- 4.1 The Contracts (Rights of Third Parties) Act 1999 (the "**Act**") shall not apply to this deed of assignment and no person other than the Parties (which term shall, for the purposes of this clause, include all permitted assignees) shall have any rights under the Act, nor shall this deed of assignment be enforceable under the Act by any person other than the Parties.

5. **ENTIRE AGREEMENT**

5.1 This deed of assignment and the US Hive-Down Agreement constitute the entire agreement between the Parties in relation to the subject matter of this deed of assignment, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the Parties in relation to that subject matter, whether written or oral.

6. **VARIATIONS**

This deed of assignment may be varied only by a document in writing and signed by all Parties.

7. **INVALIDITY**

7.1 If any provision of this deed of assignment is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction:

- (a) the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
- (b) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,

shall not be affected or impaired in any way.

8. **COUNTERPARTS**

This deed of assignment may be executed in any number of counterparts, which together shall constitute one agreement. Any Party may enter into this deed of assignment by executing a counterpart and this deed of assignment shall not take effect until it has been executed by all Parties.

9. **GOVERNING LAW AND JURISDICTION**

9.1 This deed of assignment, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this deed of assignment or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

9.2 Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, that may arise out of or in connection with this deed of assignment or any non-contractual obligations arising out of or in connection with this deed of assignment (respectively, "**Proceedings**" and "**Disputes**") and, for these purposes, each Party irrevocably submits to the jurisdiction of the courts of England.

9.3 Each Party irrevocably waives any objection it may at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum for any such Proceedings or Disputes and further agrees that a judgment in any Proceedings or Disputes brought in any court referred to in this clause 9 (*Governing Law and Jurisdiction*) shall be conclusive and binding upon the Parties and may be enforced in the courts of any other jurisdiction.

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

IN WITNESS WHEREOF this Assignment has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by)

IHS Global Inc. acting by)

Sari Granat)

A handwritten signature in black ink, appearing to read 'Sari Granat', written over the closing parenthesis of the signature line.

being a person who in accordance with)

the laws of Delaware is acting under the)

authority of the company)

Executed as a deed by)

Informa Tech LLC acting by)

Sari Granat)

A handwritten signature in black ink, appearing to read 'Sari Granat', is written over the closing parenthesis of the signature line.

being a person who in accordance with)

the laws of Delaware is acting under the)

authority of the company)

SCHEDULE 1**Registered Trade Marks**

Trade Mark	Registration Number	Class	Jurisdiction
ISUPPLI	1639623	35	China
ISUPPLI	8955551	35, 39, 42	European Union IPO
ISUPPLI	2001B11024	42	Hong Kong
ISUPPLI	2001B09985	35	Hong Kong
ISUPPLI	4482619	35	Japan
ISUPPLI	136509	35	Taiwan
ISUPPLI	2226006	35	United Kingdom
ISUPPLI	2,513,944	35	United States of America