

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM655916

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Informa Business Intelligence Inc.		06/29/2019	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Agribusiness Intelligence US, LLC		
<b>Street Address:</b>	251 Little Falls Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87420154	IEG VANTAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	612-766-7320		
<b>Email:</b>	trademark@faegredrinker.com		
<b>Correspondent Name:</b>	Diana Gould, Faegre Drinker		
<b>Address Line 1:</b>	2200 Wells Fargo Center		
<b>Address Line 2:</b>	90 South Seventh Street		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	479527.1009		
<b>NAME OF SUBMITTER:</b>	Dianna Gould		
<b>SIGNATURE:</b>	/Dianna Gould/		
<b>DATE SIGNED:</b>	06/24/2021		
<b>Total Attachments: 39</b>			
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DATED 29 JUNE 2019

ASSET PURCHASE AGREEMENT

between

Informa Business Intelligence Inc.

and

Agribusiness Intelligence US, LLC

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THIS AGREEMENT is dated 29 June 2019

#### PARTIES

- (1) Informa Business Intelligence Inc., a Massachusetts corporation, whose registered office is at 605 3rd Avenue, 22nd Floor, New York 10158 (Seller); and
- (2) Agribusiness Intelligence US, LLC, a Delaware limited liability company whose registered office is at 251 Little Falls Drive, Wilmington, 198808 (Buyer).

#### BACKGROUND

- (A) The Seller has agreed to sell and the Buyer has agreed to purchase the Business (together with the Assets) as a going concern subject to and on the terms and conditions of this agreement.
- (B) The Seller and Buyer are both group companies of Informa Plc, the ultimate parent company of the group at the date of this agreement.

#### AGREED TERMS

##### 1. INTERPRETATION

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

**Affiliate:** means any business entity from time to time controlling, controlled by, or under common control with, either party.

**Assets:** the property, rights and assets of the Business to be sold and purchased pursuant to clause 2.1.

**Assumed Liabilities:** all debts, liabilities and obligations of any nature of the Seller relating exclusively 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 Agribusiness Intelligence business carried on by the Seller at the Effective Time.

**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:** the Intellectual Property Rights and Domain Names owned, used or held for use by the Seller in, or in connection with, the Business and as listed at Schedule 2.

**Business Name:** Agribusiness Intelligence.

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

**Completion Date:** means the date of this Agreement.

**Contracts:** the customer and supplier 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 and as listed at Schedule 1.

**Creditors:** all trade debts and accrued charges related to the Business owing by the Seller at the Effective Time to the trade creditors of the Seller.

**Customer Database:** means the contact details of: (i) current customers of the Business as at the date of this Agreement; (ii) persons who have been customers of the Business in the two year period preceding the date of this Agreement; and (iii) persons that the Business is actively engaging with at any time in the two year period preceding the date of this Agreement for sales of products of the Business.

**Domain Names:** as set out in Schedule 2

**Effective Time:** 00.01 on the Completion Date.

**Employees:** the persons employed, or otherwise engaged to provide services, wholly or mainly in the Business in the United States at the Effective Time and as listed at Schedule 3.

**Encumbrance:** any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect.

**Excluded Liabilities:** any liability for Taxation relating to the Business for which the Seller is or will become liable whether or not such a liability for Taxation has arisen at the Effective Time.

**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, 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 as listed at Schedule 4.

**Leases:** means the lease of the Properties, particulars of which are set out in Schedule 5.

**Personal Data:** the personal data comprised in the Customer Database.

**Properties:** the leasehold properties, particulars of which are set out in Schedule 5.

**Records:** the books, accounts (including VAT records and returns), lists of customers and suppliers and all the other documents, papers and records relating to the Business or any of the Assets.

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

**Tax:** all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction; and any penalty, fine, surcharge, interest, charges or costs relating thereto, and **taxation** means the same.

**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.

**Warranties:** means the warranties set out in Clause 8.

- 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 The words and expression defined in sections 1159, 1161 and 1162 of the Companies Act 2006 shall have the same meanings in this agreement.
- 1.6 A business entity shall be deemed to "control" another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity or any other comparable equity or ownership interest with respect to a business entity other than a corporation or as defined in section 1124 of the Corporation Tax Act 2010.
- 1.7 The terms controller, data subject and processing shall have the meanings ascribed to them under the General Data Protection Regulation ((EU) 2016/679) and the term process shall be construed accordingly.
- 1.8 Words in the singular include the plural and in the plural include the singular.
- 1.9 A reference to one gender includes a reference to the other gender.
- 1.10 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.
- 1.11 Writing or written includes faxes but not e-mail.
- 1.12 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.
- 1.13 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.
- 1.14 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 free from all Encumbrances 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 benefit (subject to the burden) of the Contracts;
  - (c) the Stock;
  - (d) the tenant's interest in the Leases;
  - (e) the Business Information;
  - (f) the IT System;
  - (g) the Book Debts;



- (h) the Business Name;
- (i) the Business Intellectual Property Rights;
- (j) Customer Database;
- (k) the Records; and
- (l) the Business Claims.

2.2 This Agreement shall constitute an effective assignment of the Business and the Assets which are capable of assignment without the consent of any third party, in each case, with effect from the Effective Time.

2.3 Each Lease shall be assigned to the Buyer in accordance with parts 1 and 2 of Schedule 5 and the Assignment and Assumption of Lease (as defined below).

**3. ASSUMED LIABILITIES**

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 and Assets after the Effective Time.

**4. EXCLUDED LIABILITIES**

Nothing in this agreement shall pass to the Buyer, or shall be construed as acceptance by the Buyer of, the Excluded Liabilities and the Seller shall:

- (a) pay, satisfy and perform the Excluded Liabilities whether arising before or after the Effective Time; and
- (b) indemnify and keep indemnified the Buyer against any such liabilities or the Seller's failure to pay, satisfy or perform and observe the Excluded Liabilities.

**5. CONSIDERATION**



**6. COMPLETION**

6.1 Completion shall take place immediately after execution of this agreement.

6.2 The Seller shall deliver, or procure delivery, to the Buyer of, or make available to the Buyer:

- (a) on Completion, physical possession of all the Assets capable of passing by delivery, with the intent that title in such Assets shall pass by and upon such delivery;

- (b) on, or when required by the Buyer after, Completion such conveyances, transfers, assignments and novations together with the requisite notices, licences, documents of title and relevant Third Party Consents as may be necessary to vest in the Buyer title to all of those Assets which are not transferable by delivery as the Seller may have obtained and which will permit the Buyer to enter into and take possession of the Business and Assets, subject always to the provisions of clause 7; and
- (c) on Completion, with respect to each Lease, an Assignment and Assumption of Lease, in the agreed form, (each, an Assignment and Assumption of Lease), duly executed by Seller and, if necessary, Seller's signature shall be witnessed and/or notarized.

6.3 The Seller shall give the Buyer possession of the Properties in accordance with the provisions of Schedule 5.

## 7. PASSING OF TITLE AND RISK AND THIRD PARTY CONSENTS

7.1 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 agrees to use reasonable commercial efforts after Completion to obtain such consent as soon as possible 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.

7.2 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 (and to have held since the Effective Time) 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 commercially reasonable efforts to procure at the Buyer's cost that the Buyer shall be entitled to the benefit, to receive the income therefrom, and to have the right of enforcement of the Business Claims, if any, relating to those Assets and shall at all times act with regard to those Assets in accordance with the Buyer's reasonable instructions from time to time in each case from the Effective Time; and
  - (ii) the Buyer shall perform all the obligations of the Seller in respect of such Assets which are Contracts.

7.3 If within the earlier of three months after the Completion Date or the date on which the Buyer ceases to be controlled by informa plc (or such longer period as the Seller

may determine) any Third Party Consent has not been obtained in relation to those Assets that are Contracts), the Seller may at any time thereafter at its sole discretion by notice in writing elect to either:

- (a) terminate the relevant Contract; or
- (b) exclude the relevant Contract from sale under this agreement,

and the Seller shall have no further obligation to the Buyer in relation to that Contract and the Seller shall indemnify the Buyer against all direct losses suffered or incurred by the Buyer arising out of or in connection with the termination of such Contracts.

- 7.4 Nothing in this agreement shall be construed as an assignment or an attempted assignment if such assignment or attempted assignment would constitute a breach of any Contract.
- 7.5 Title to those Assets transferred at Completion shall pass to the Buyer at Completion and title to those Assets transferred after Completion shall pass to the Buyer at the time of transfer.
- 7.6 Risk in respect of all the Assets shall pass to the Buyer at the Effective Time.

## **8. WARRANTIES**

### **8.1 Seller Warranties**

The Seller warrants to the Buyer that:

- (a) the Seller has all requisite corporate power to enter into and perform this agreement and the transactions and matters contemplated thereby and has taken all necessary action to authorise the entry into and performance of this agreement and the transactions and matters contemplated thereby;
- (b) 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; and
- (c) there are no Encumbrances over any of the Assets, and the Seller has not agreed to create any Encumbrances over the Assets or any part of them.

### **8.2 Buyer Warranties**

The Buyer warrants to the Seller that it will, and will procure that members of the Buyer's group will, only process Personal Data for the same purposes that such Personal Data is processed in connection with the normal operation of the Business as at the Completion Date unless, and to the extent that, the Buyer provides such additional notices and obtains consents from data subjects in accordance with Data Protection Law as are required for any additional processing activity outside of the normal operation of the Business as at the Completion Date.

9. THE EMPLOYEES

- 9.1 Effective immediately following Completion, Seller shall, or shall cause an Affiliate of Seller to, transfer to Buyer or an Affiliate of Buyer the employment or retention (as applicable) of all Employees, including Employees who are absent due to vacation, family leave, short-term disability or other approved leave of absence (the Employees who become employed or retained (as applicable) by Buyer or an Affiliate of Buyer immediately following Completion, the **Transferred Employees**). Notwithstanding the foregoing, the Buyer (or applicable Affiliate of Buyer) may terminate any Transferred Employee at any time and for any reason.
- 9.2 Buyer shall, or shall cause an Affiliate of Buyer to, provide each Transferred Employee immediately following Completion with: (i) base salary or hourly wages which are no less than the base salary or hourly wages provided by Seller immediately prior to Completion; (ii) target bonus opportunities (excluding equity-based compensation), if any, which are no less than the target bonus opportunities (excluding equity-based compensation) provided by Seller immediately prior to Completion; (iii) retirement and welfare benefits that are no less favourable in the aggregate than those provided by Seller immediately prior to Completion; and (iv) severance benefits that are no less favourable than the practice, plan or policy in effect for such Transferred Employee immediately prior to Completion (the **Continued Employment Terms**), provided, however, that neither Seller nor any of its Affiliates shall transfer sponsorship or financial liability for any employee benefit plans to Buyer at any time. Notwithstanding the foregoing, the Buyer (or applicable Affiliate of Buyer) may modify, amend, or terminate the Continued Employment Terms at any time and for any reason.
- 9.3 Buyer and Seller intend that the transactions contemplated by this Agreement should not constitute a separation, termination or severance of employment of any Transferred Employee, including for purposes of any benefit plan that provides for separation, termination or severance benefits, and that each such Employee will have continuous employment immediately before and immediately after Completion.
- 9.4 This clause 9 shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this clause 9, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this clause 9. Nothing contained herein, express or implied, shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement. The parties hereto acknowledge and agree that the terms set forth in this clause 9 shall not create any right in any Transferred Employee or any other Person to any continued employment with Buyer or any of its Affiliates or compensation or benefits of any nature or kind whatsoever.

**10. ASSIGNMENT OF THIS AGREEMENT**

The Buyer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all of its rights and obligations under this agreement.

**11. SEVERANCE**

11.1 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.

11.2 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 enforceable.

**12. 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.

**13. BULK SALE LAWS**

The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of the Uniform Commercial Code that may otherwise be applicable with respect to the sale of any or all of the Assets to Buyer; provided that the Seller shall indemnify and hold the Buyer harmless from and against any non-compliance of such Laws.

**14. TAXES**

All transfer, documentary, sales, use, stamp, registration, value added and other such Tax and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any Tax return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

**15. 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.

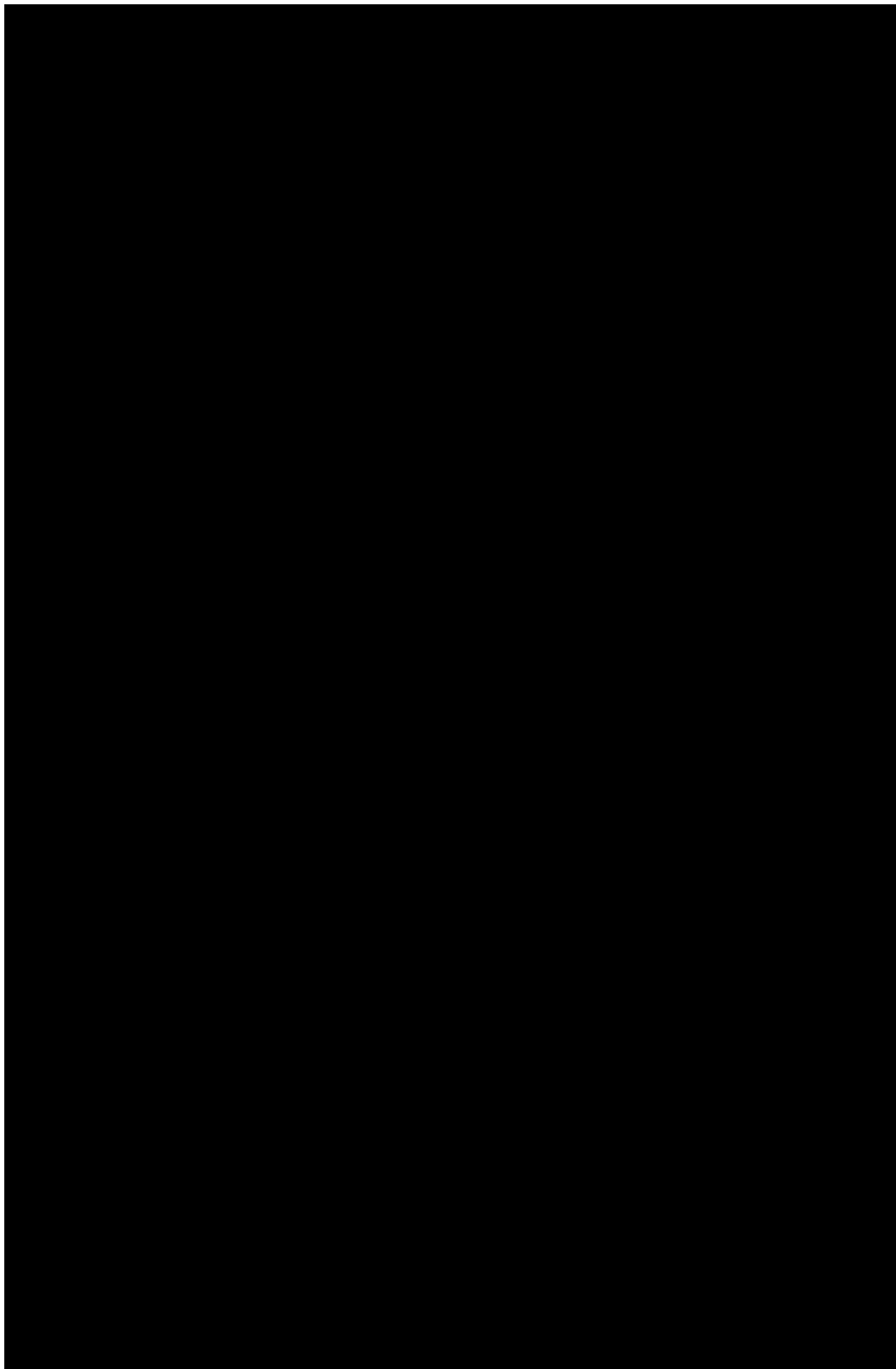
**16. GOVERNING LAW AND JURISDICTION**

- 16.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.
- 16.2 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 or its subject matter or formation (including non-contractual disputes or claims).

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

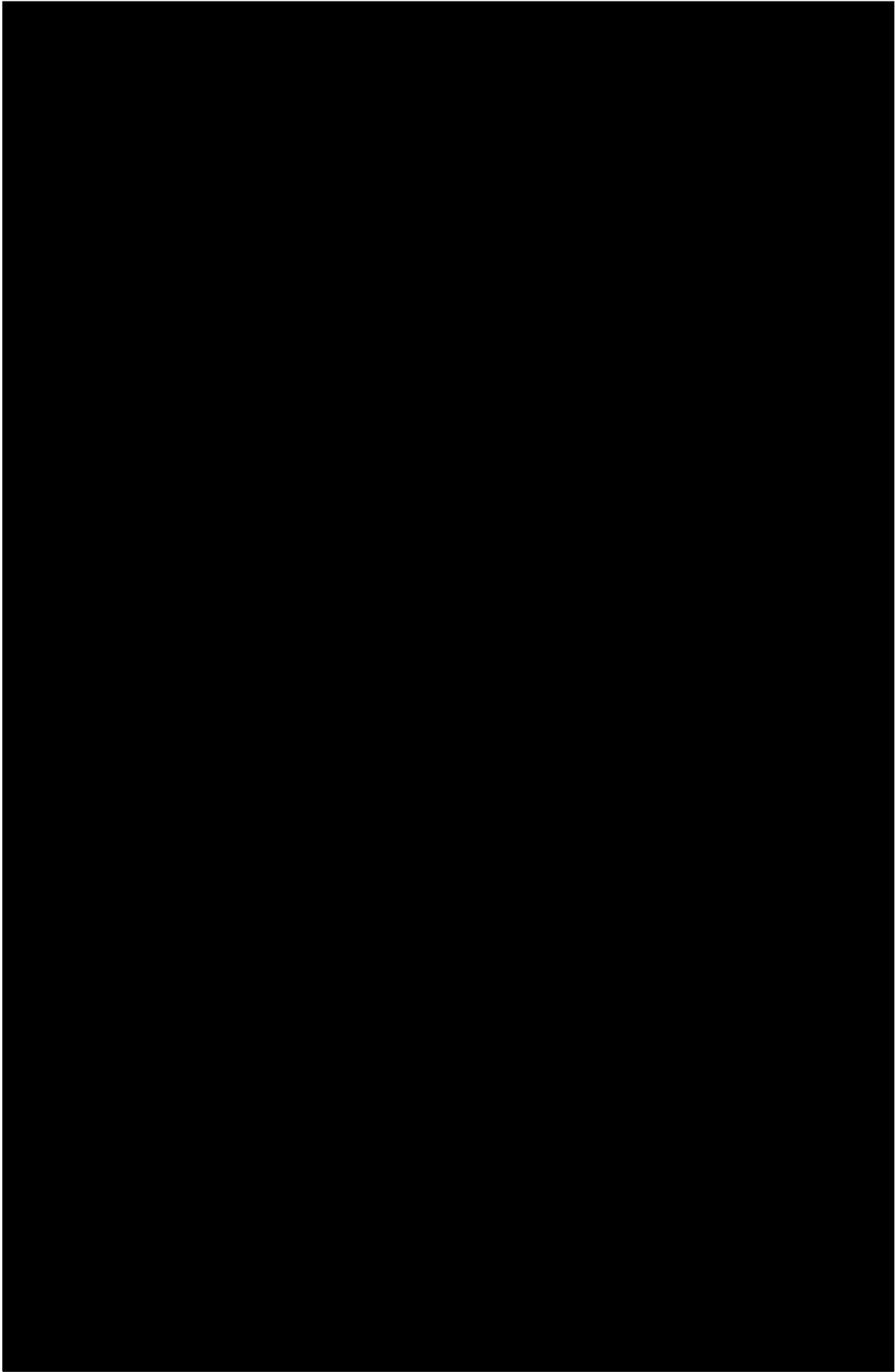
Schedule 1 - The Contracts

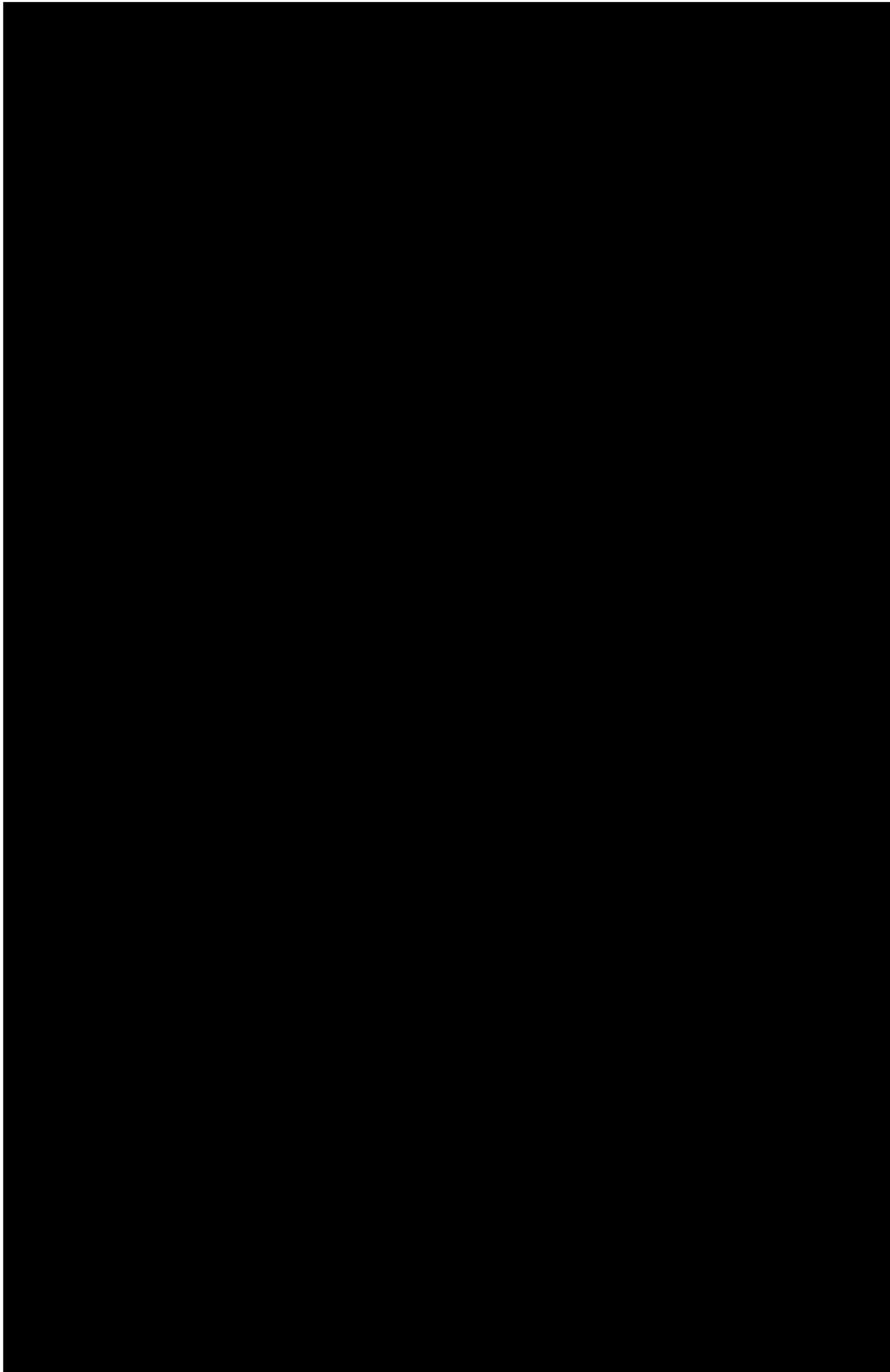
Part 1. Customer Contracts



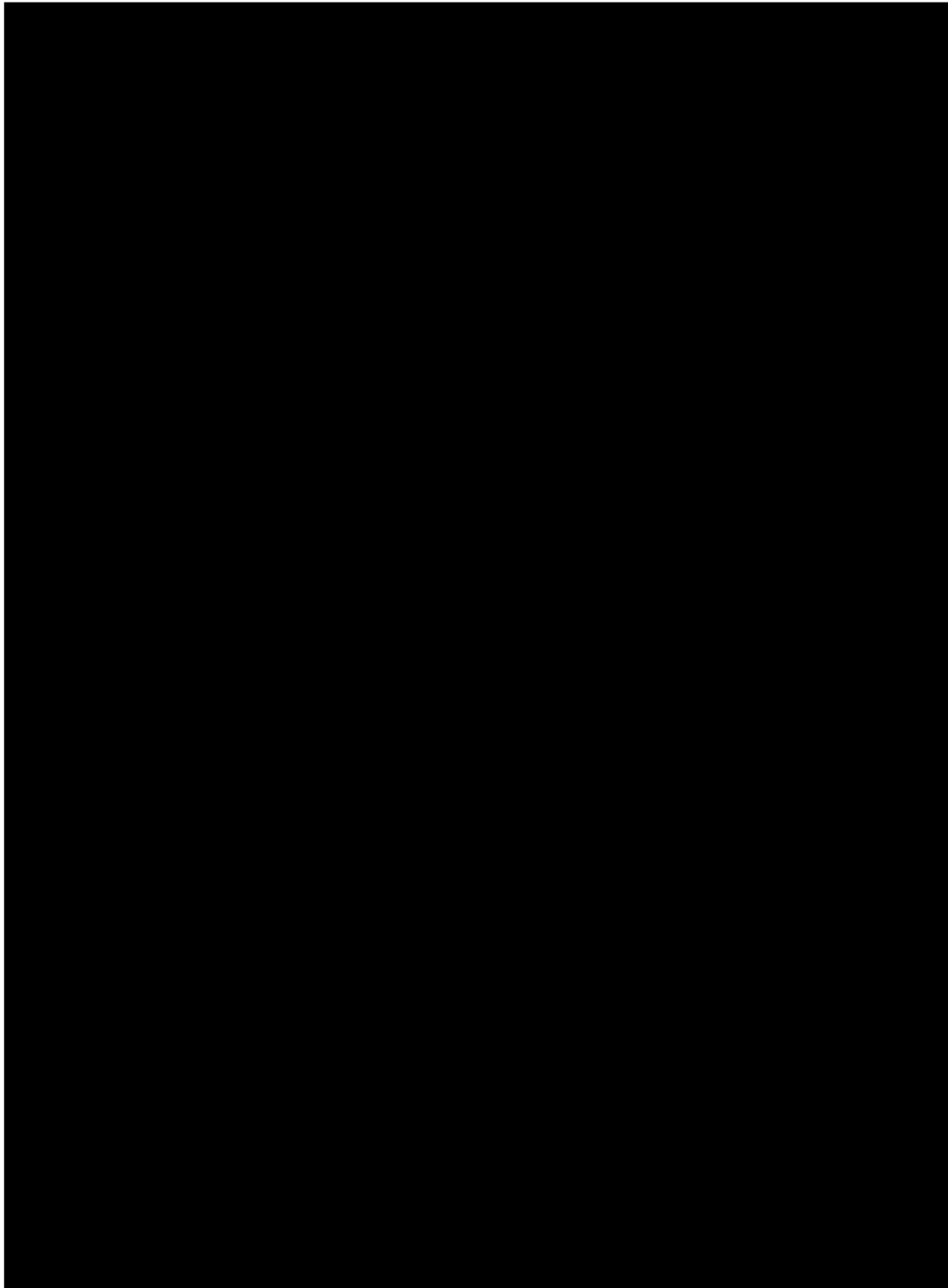
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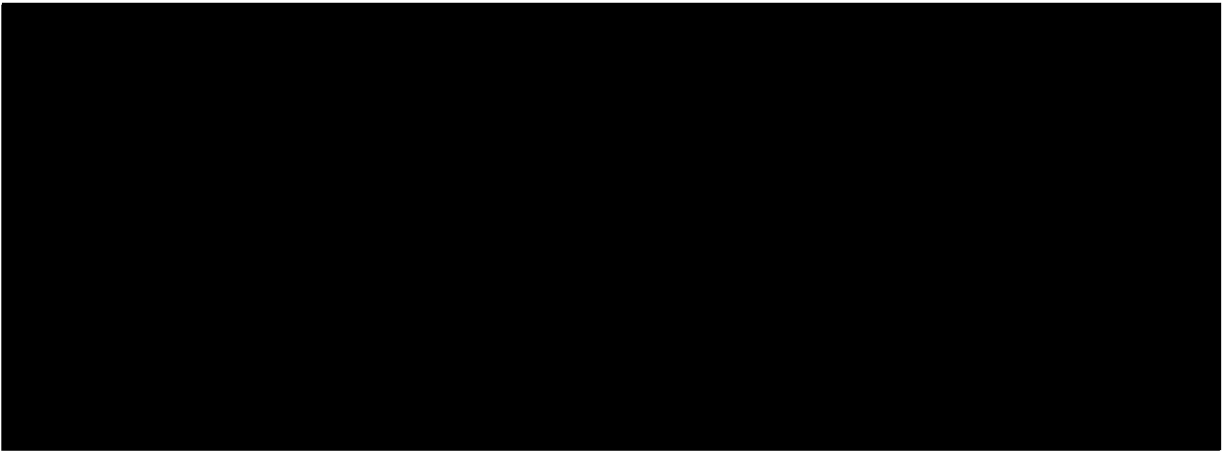
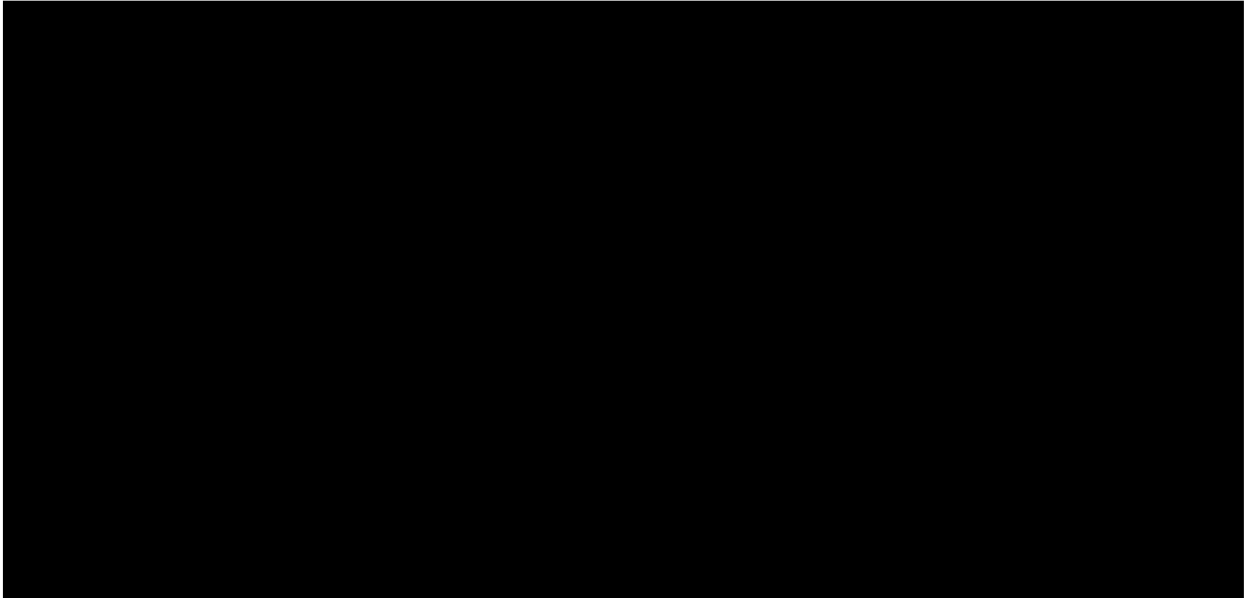




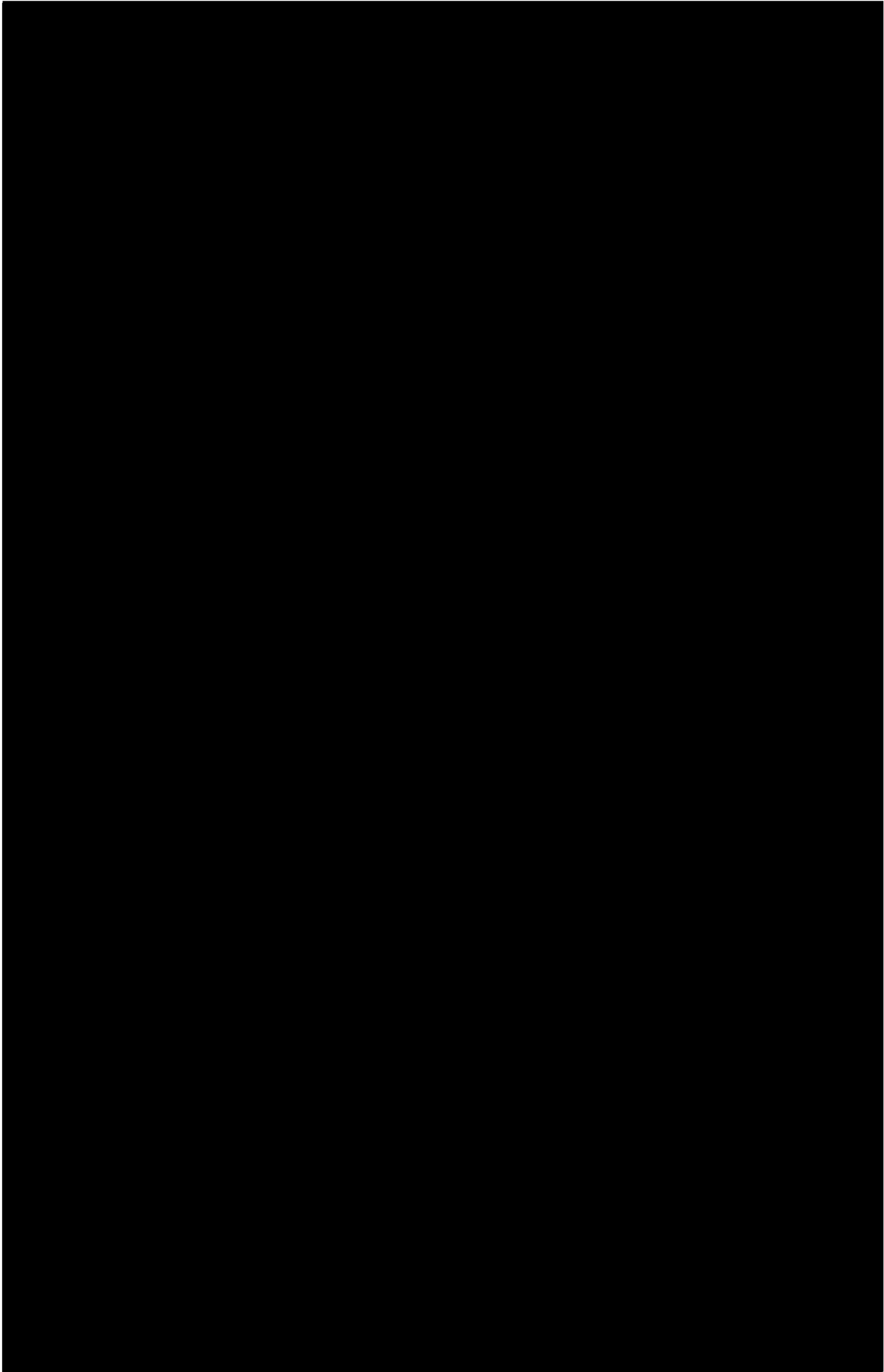
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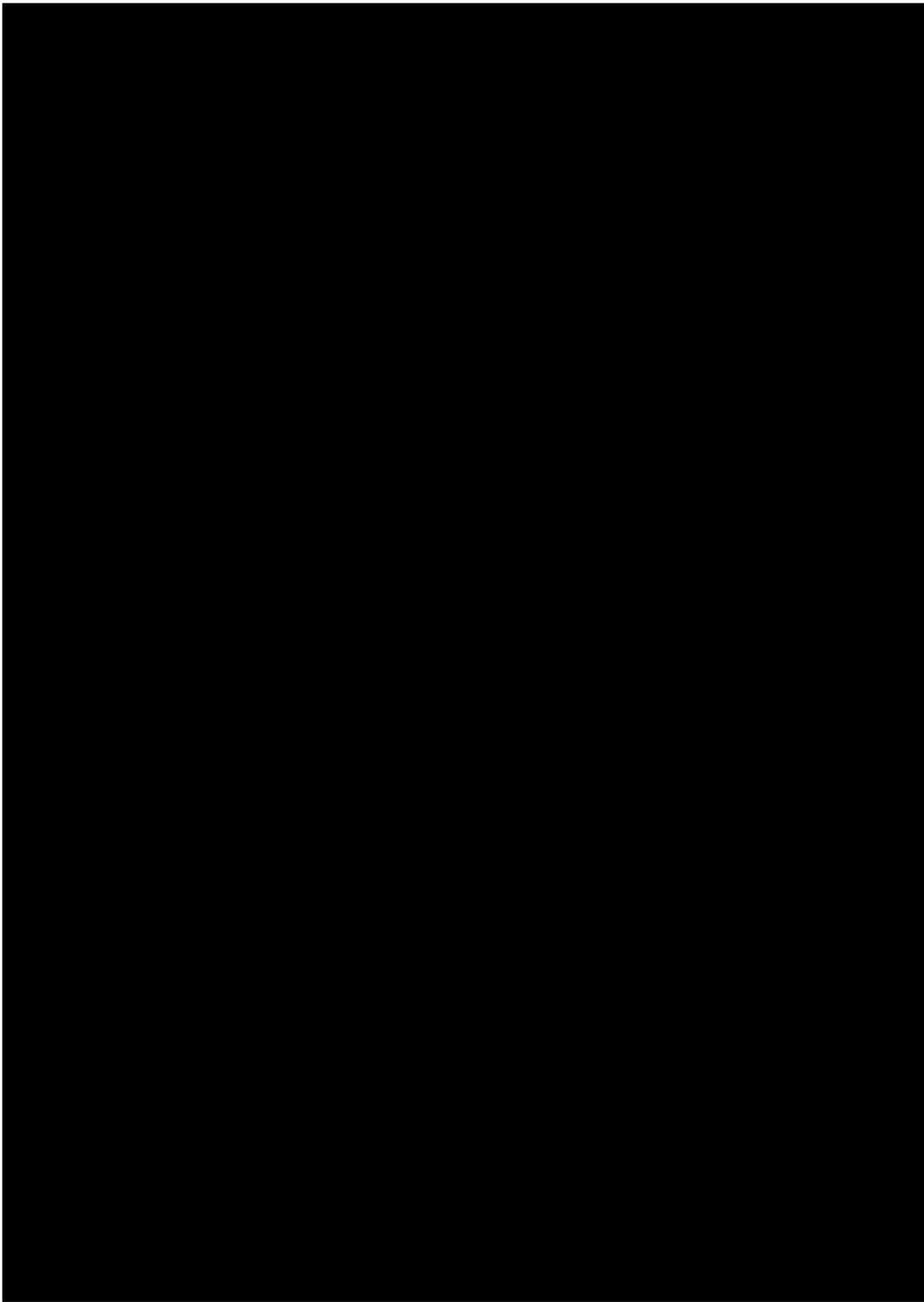


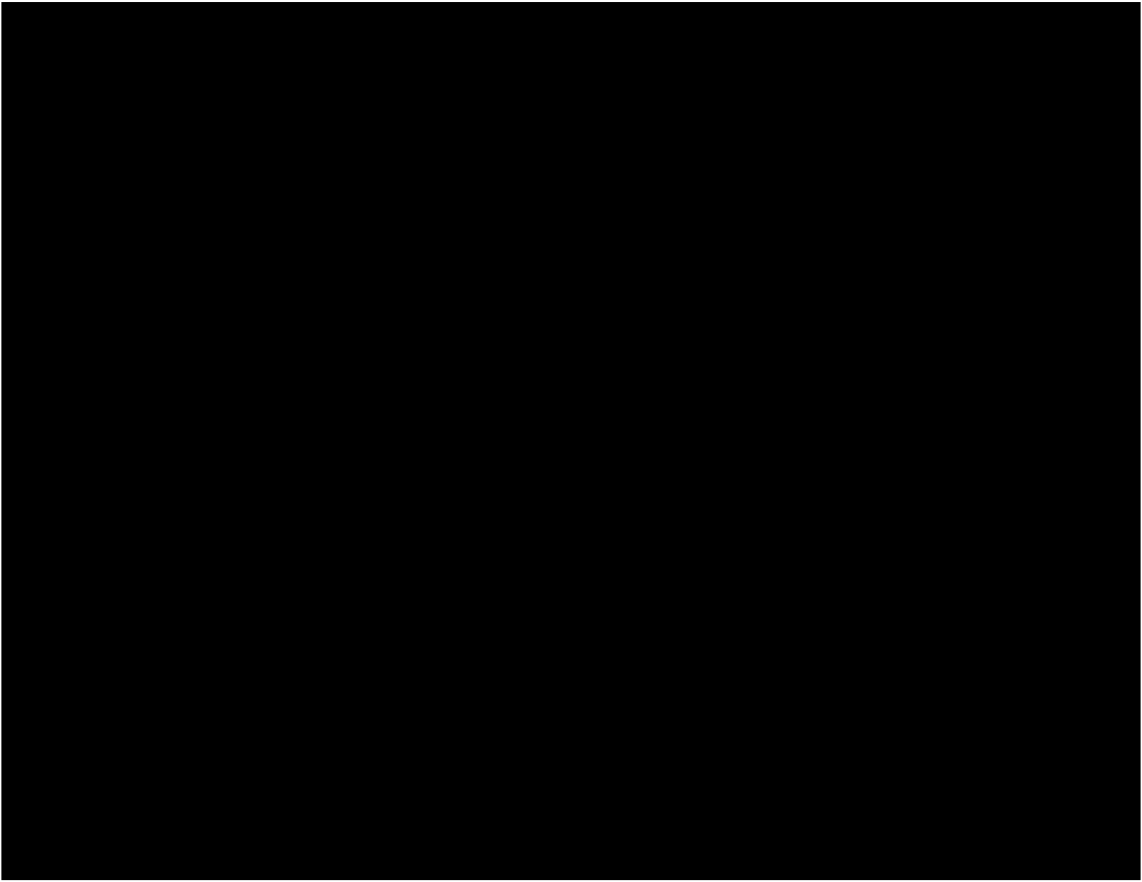
Additional Customer Contracts



Part 2. Supplier Contracts











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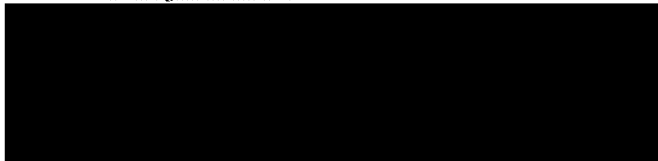


Schedule 2 – Business IP

Registered IP:

Trade Mark	Number	Classes	Jurisdiction
IEG VANTAGE	UK00003192498	9, 16, 35, 41	United Kingdom
IEG VANTAGE	016635641	9, 16, 35, 41	EUTM
IEG VANTAGE	Application Number: 87/420154 Status: Provisional Refusal	9, 16, 35, 41	United States of America
FOOD CHEMICAL NEWS	74310798	16	United States of America

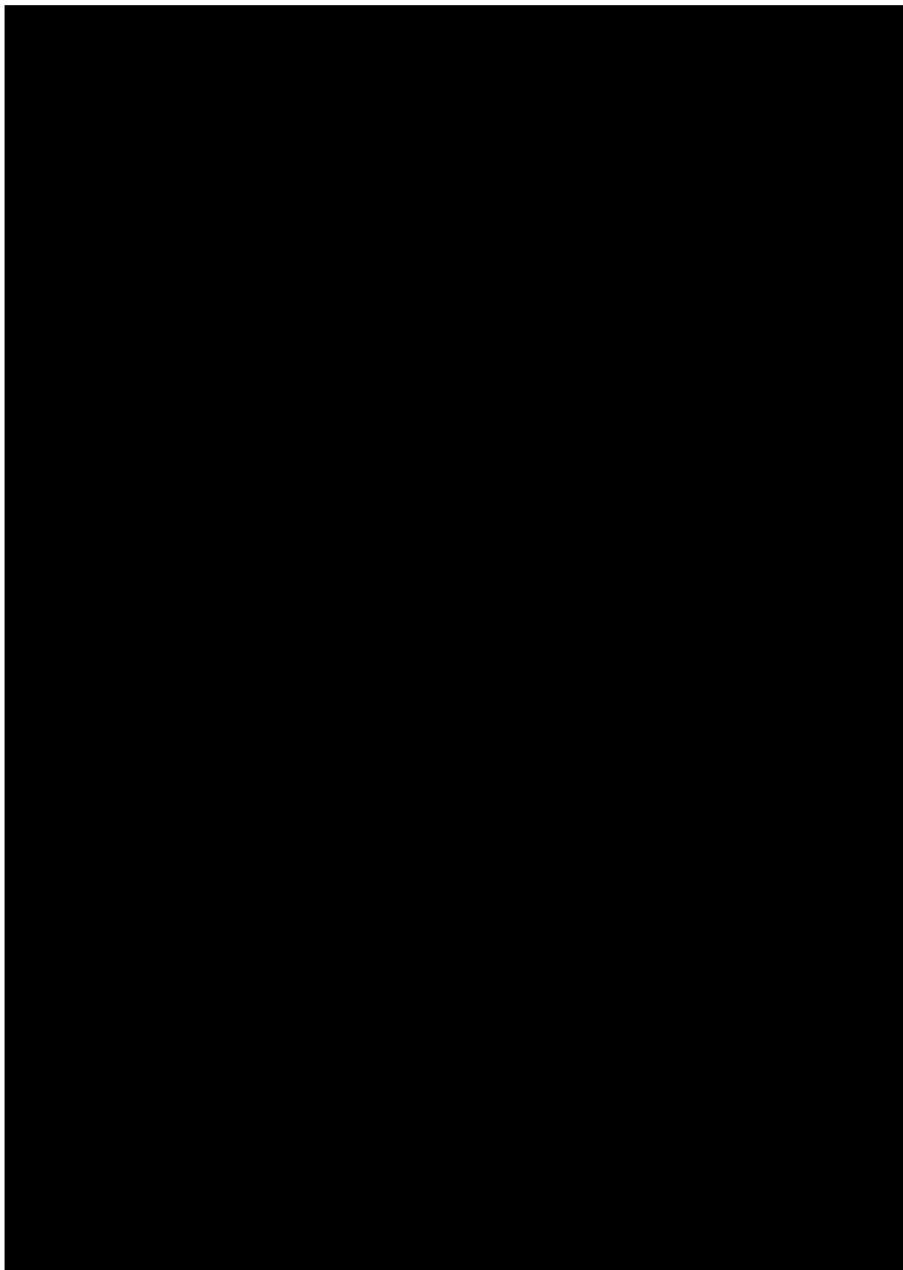
Unregistered IP:

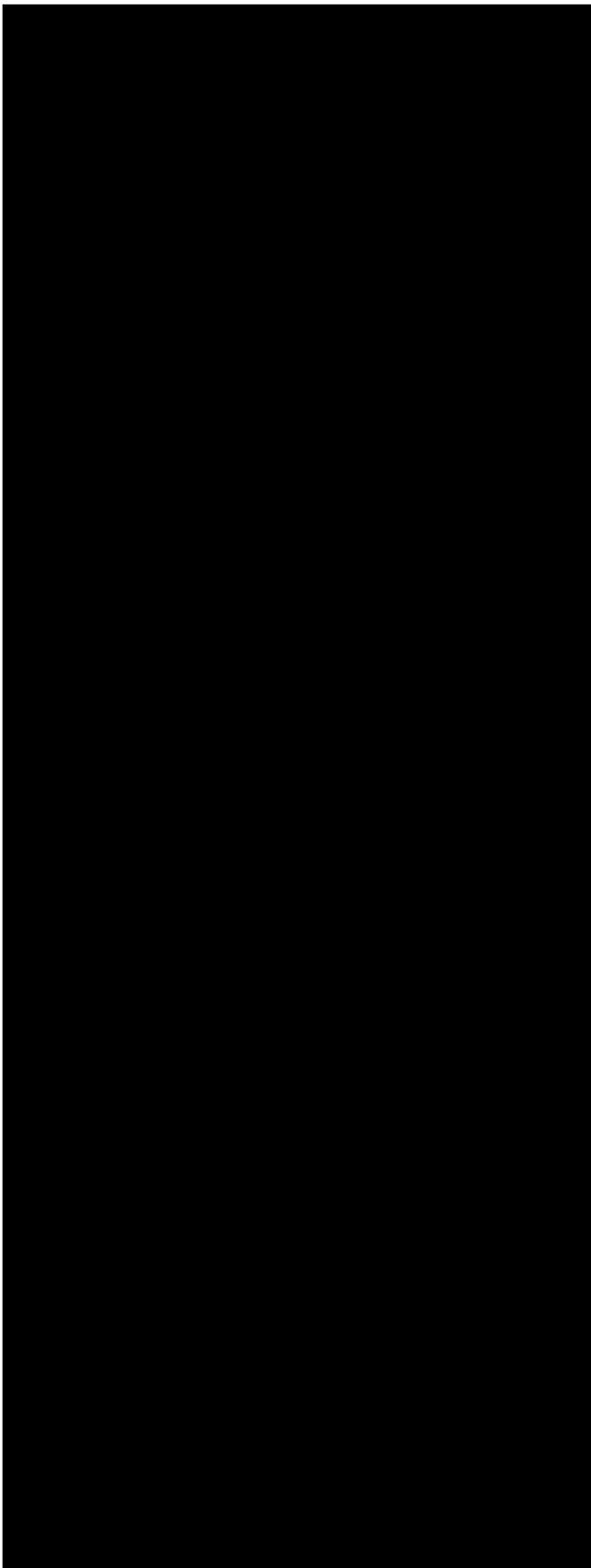


Domain Names:

bargefleet.com  
 bargefleetprofile.com  
 bestcoalresearch.com  
 coaltradinghandbook.com  
 cropsresearch.com  
 cropsresearch.net  
 doyletradingconsultants.com  
 grainlinks.com  
 grainpointoforigin.com  
 iadi.com  
 ieanalysis.com  
 ieanalysis.net  
 ieanalyzer.com  
 ieanalyzer.net  
 iedata.com  
 iedata.net  
 iedatcenter.com  
 iedatcenter.net  
 ieforecast.com

ieforecast.net  
ieonitor.com  
ieonitor.net  
ieonitor.xxx  
iemtis.com  
insidewashingtontoday.com  
marginquest.com  
marginquest.xxx  
shipnetseervices.net  
themenuplanner.com  
wpainc.com

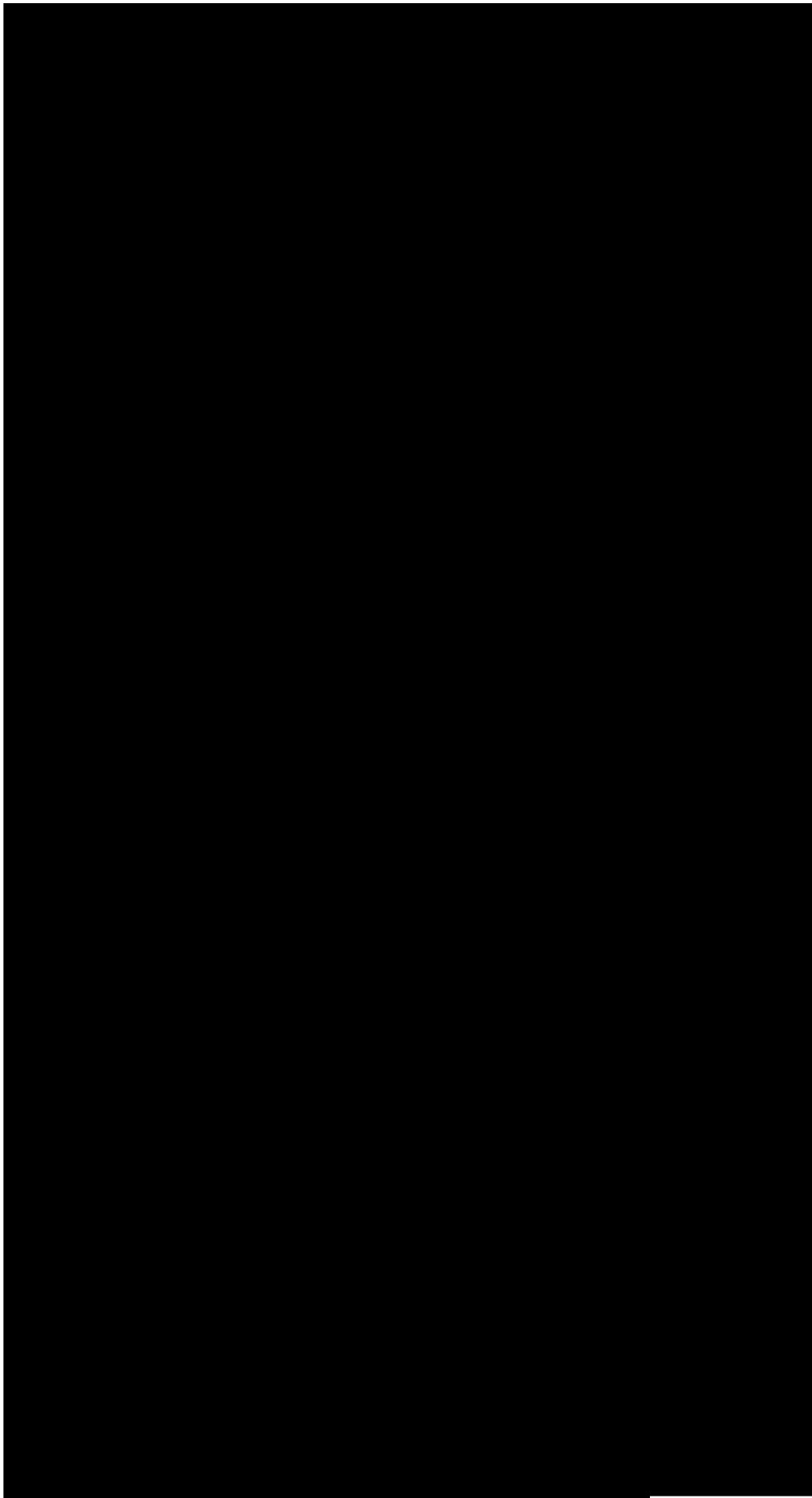






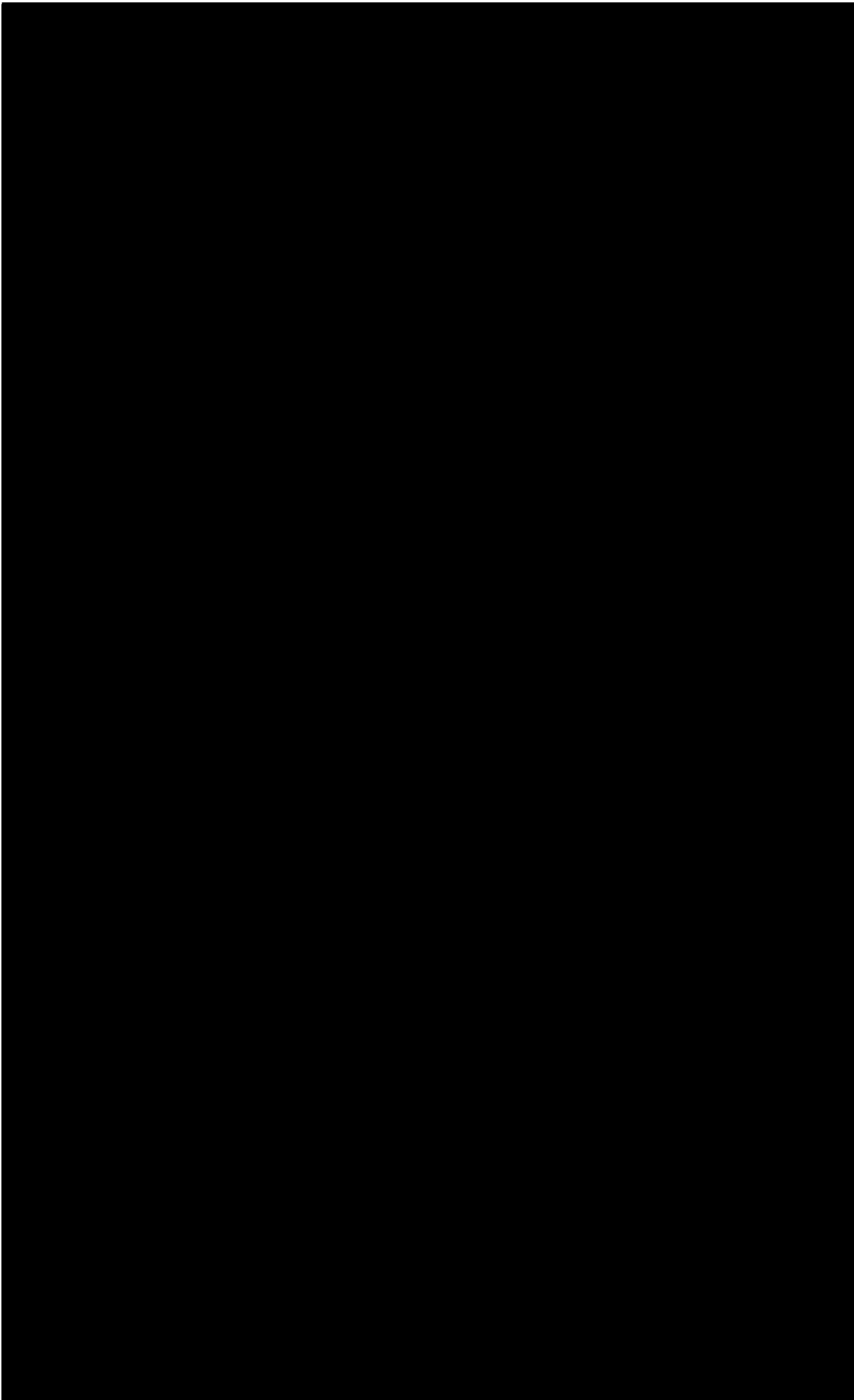
Third Party Data Licences:



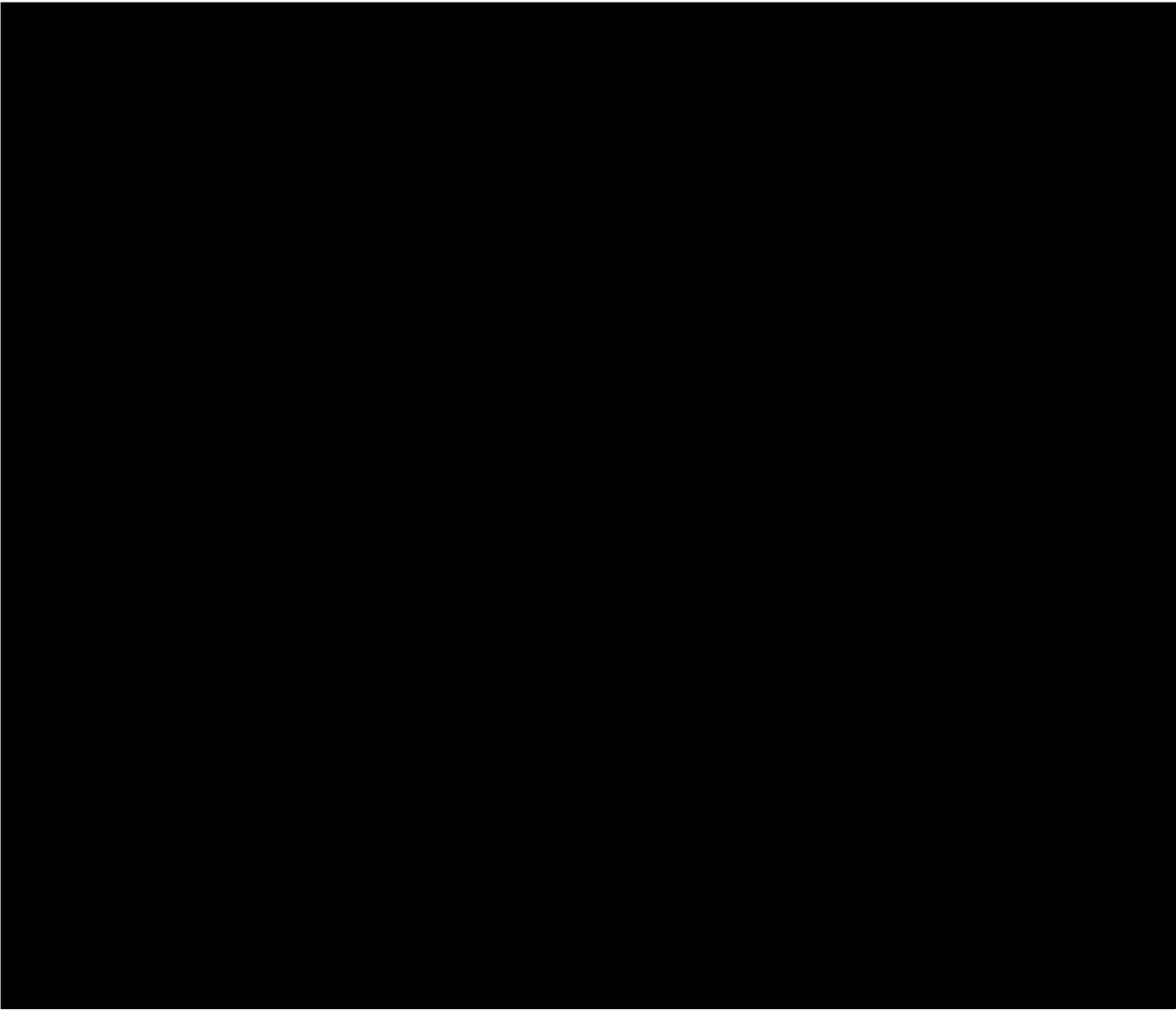


Schedule B -- Employees

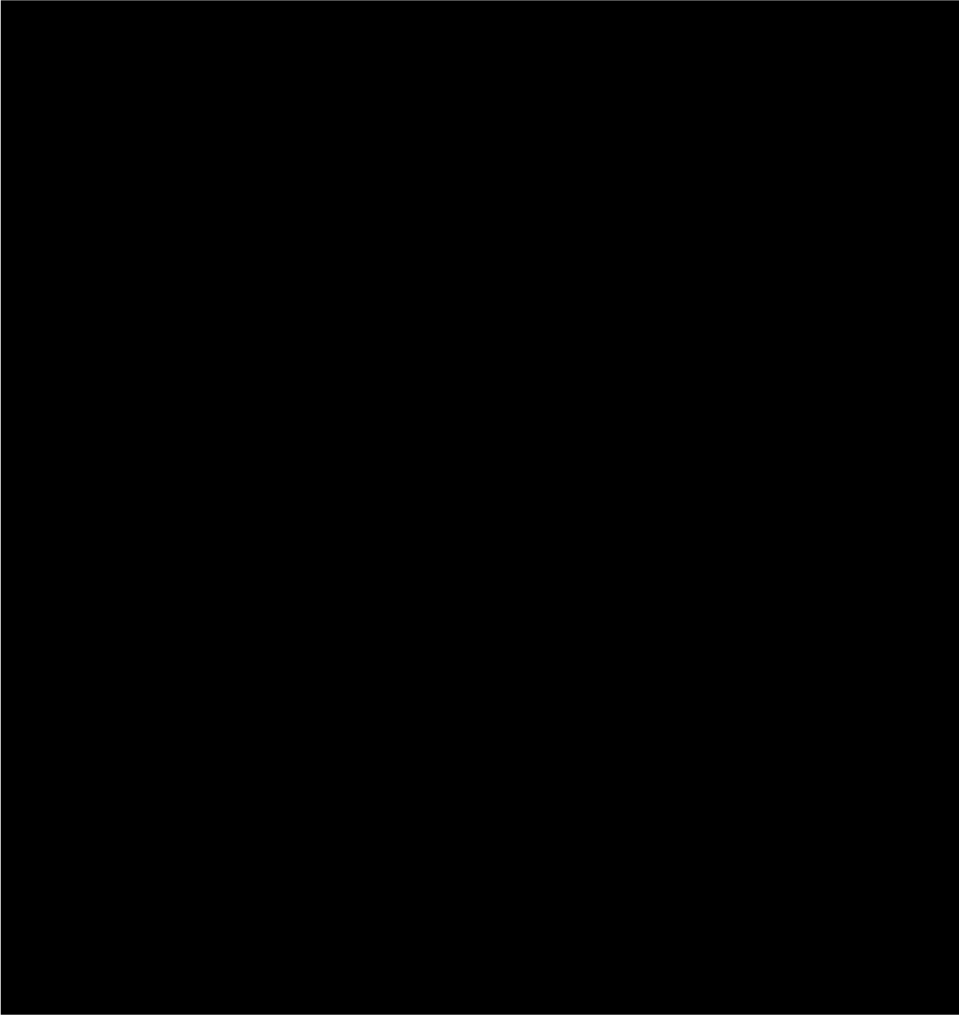
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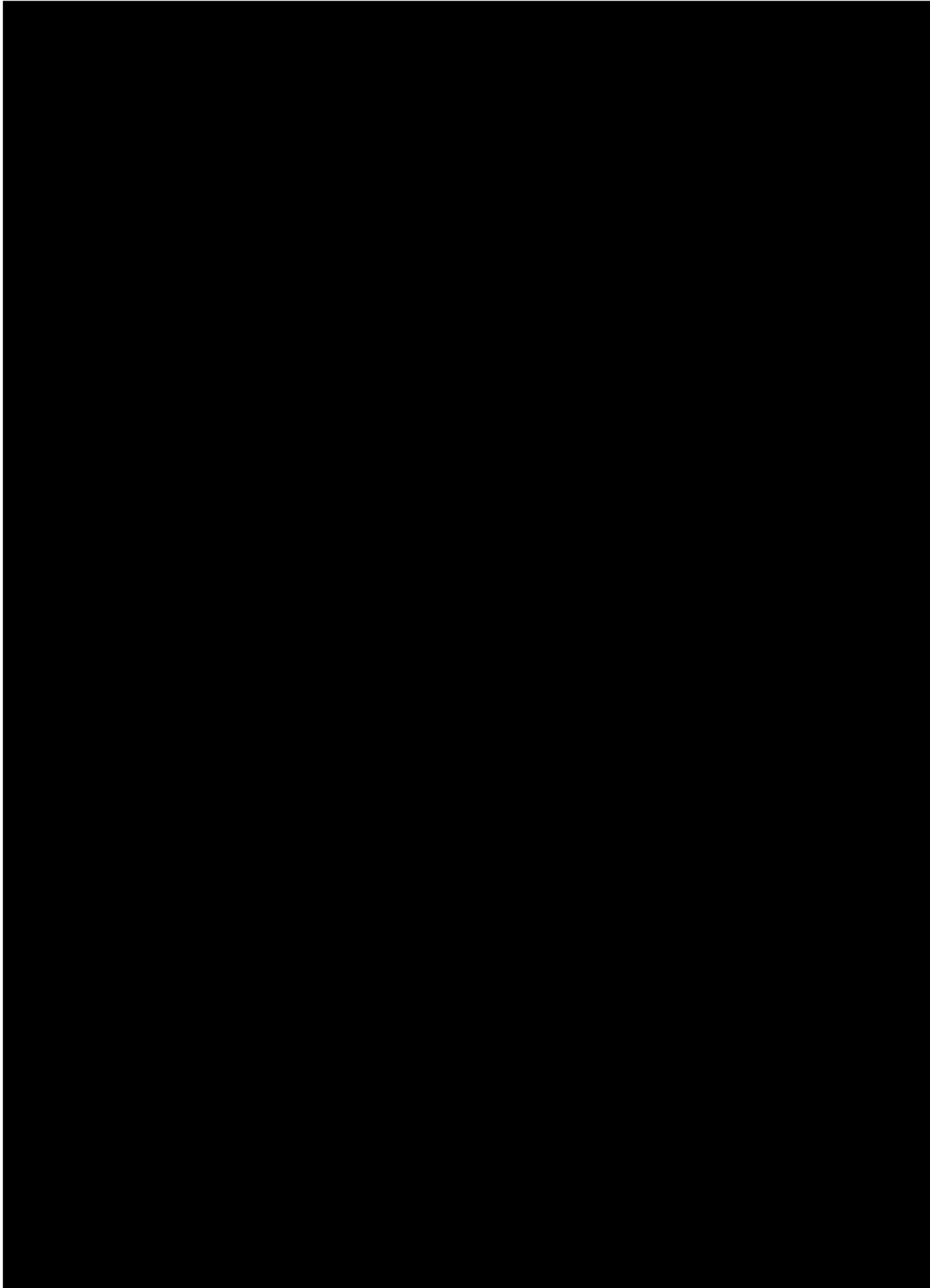






Schedule 4 -- IT Hardware

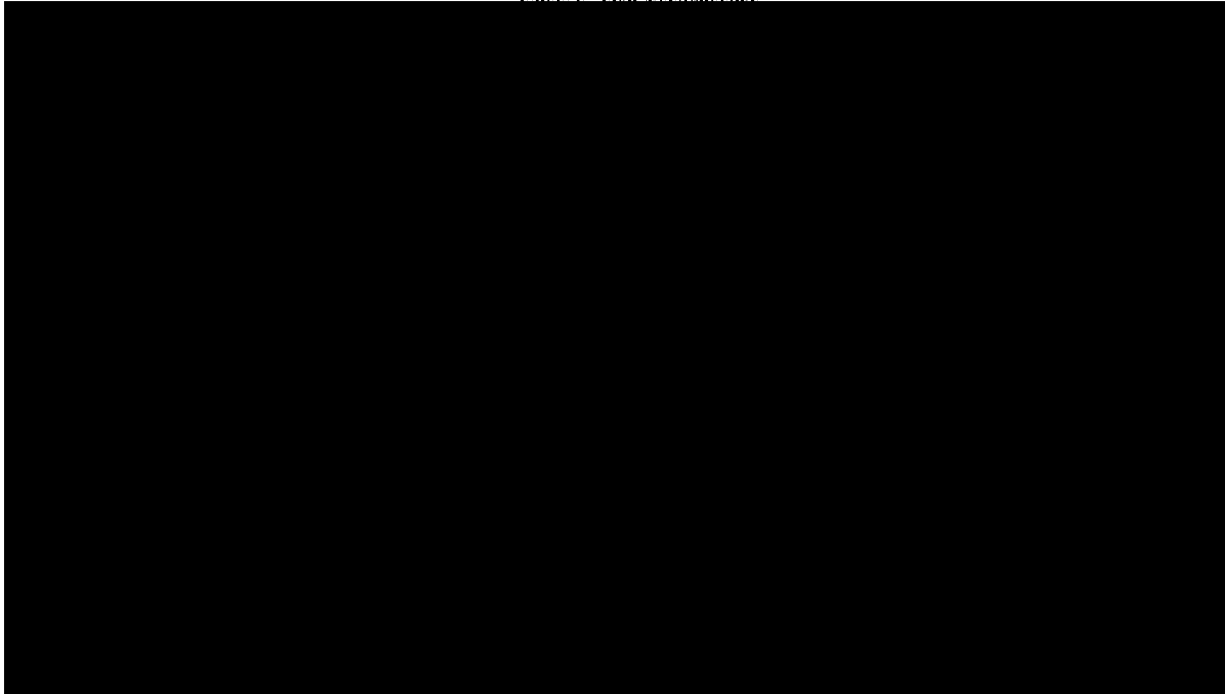


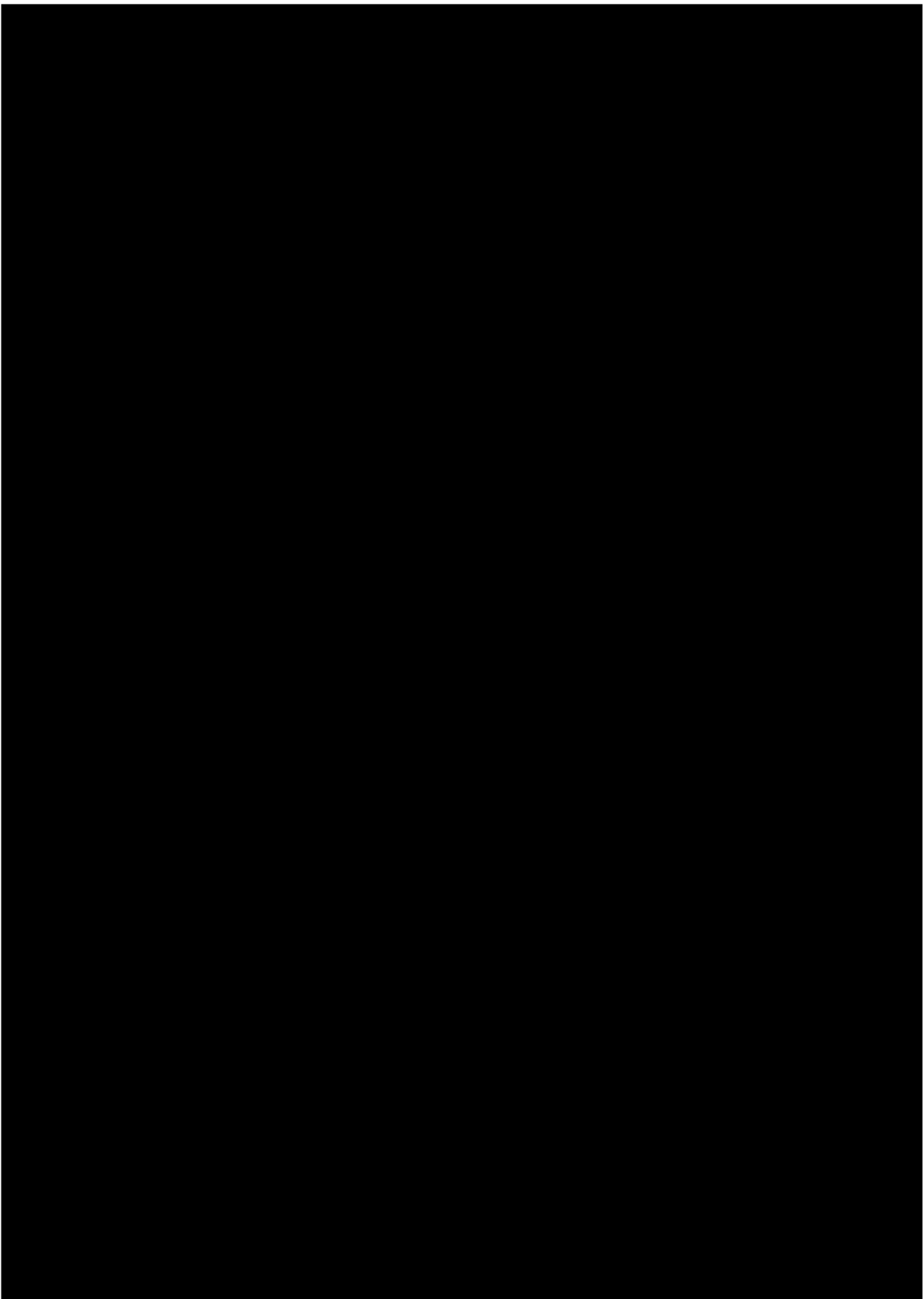


**TRADEMARK**  
**REEL: 007336 FRAME: 0061**

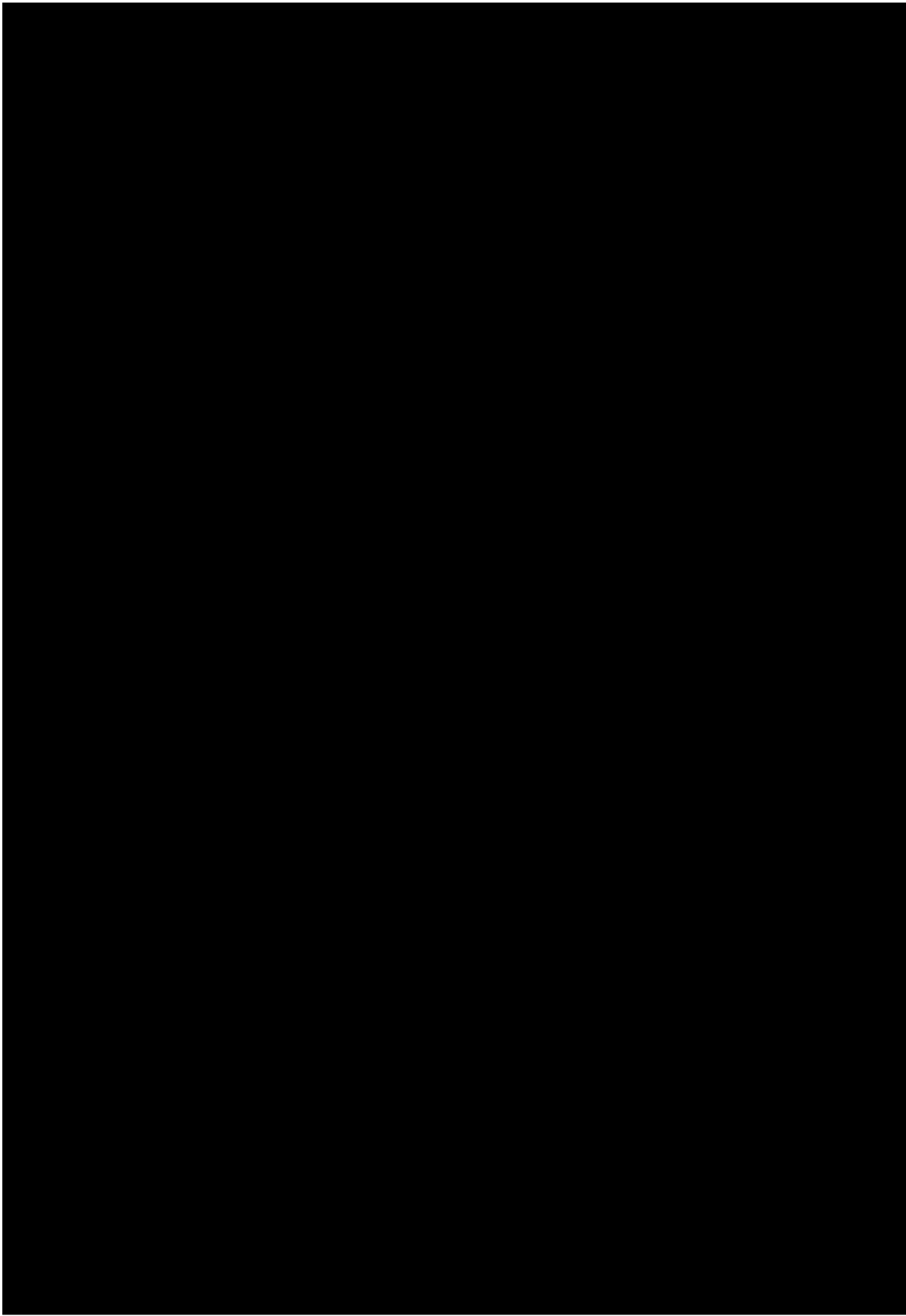
Schedule 5 – The Properties

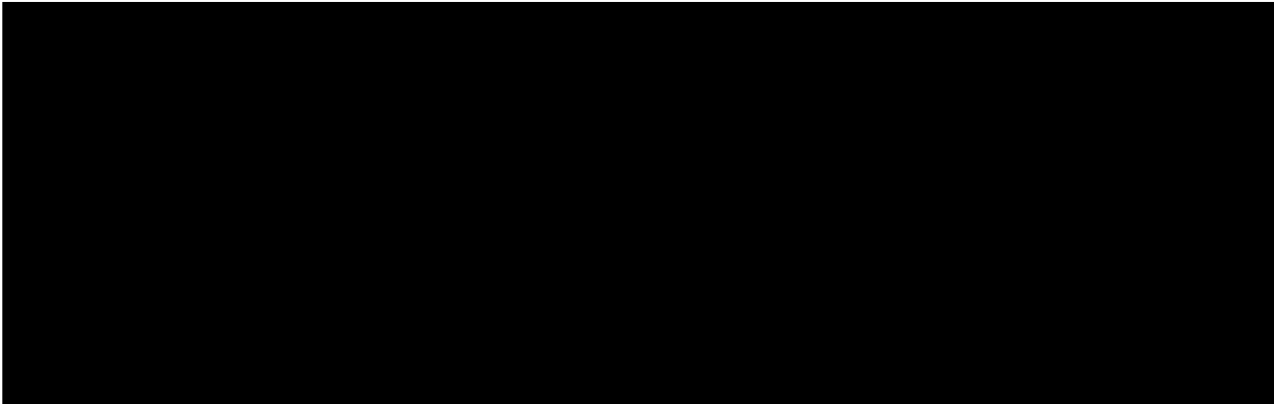
Part 1. The Properties






TRADEMARK  
REEL: 007336 FRAME: 0063








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Intelligence Inc.  
acting by an authorised signatory



Authorised signatory

Signed by Agribusiness Intelligence  
US, LLC  
acting by an authorised signatory



Authorised signatory