

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827240

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900779956		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IHS Global Inc.		05/02/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Allium US Holding LLC		
Street Address:	30 Hudson Yards, Suite 7500		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3050490	GOLDFIRE	
Serial Number:	97079658	ALOKA	
CORRESPONDENCE DATA			
Fax Number:	3172371000		
<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:	317-237-0300		
Email:	trademark@faegredrinker.com		
Correspondent Name:	Stephanie A. Gumm/Claire M. Plante		
Address Line 1:	Faegre Drinker Biddle & Reath LLP		
Address Line 2:	300 N. Meridian Street, Suite 2500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	528777		
NAME OF SUBMITTER:	Claire M. Plante		
SIGNATURE:	/Claire M. Plante/		
DATE SIGNED:	07/26/2023		
Total Attachments: 20			
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Response to Notice of Non-Recordation issued by the Assignment Branch
Document ID 900779956 (issued July 11, 2023)

On June 16, 2023, Assignee submitted a copy of its Trademark Contribution and Assignment Agreement to record the assignment of U.S. Reg. No. 3050490 and U.S. Ser. No. 97079658 (the “Assigned Trademarks”). On July 11, 2023, the Assignment Branch refused recordation of the assignment on the ground that “the statement for the Goodwill of the business was omitted.”

In response to the Notice of Non-Recordation, Assignee submits excerpts from its Securities and Asset Purchase Agreement, which is incorporated in the previously submitted Trademark Contribution and Assignment Agreement by reference (the “Purchase Agreement”). The selected excerpts contain the necessary statements of goodwill, indicating that the Assigned Trademarks were assigned from Assignor to Assignee, together with the goodwill of the business symbolized thereby, including that portion of the business to which the Assigned Trademarks pertain. (Please note that the text in the excerpts surrounding the goodwill language has been redacted because the Purchase Agreement is subject to a confidentiality clause.) The Notice of Non-Recordation, along with all pages from the submitted document, are also included herein, as required by the Notice.

Because the statements of goodwill appear in the additional documentation provided with this response, Assignee respectfully request that the Assignment Branch record the assignment.

If there are any questions, please contact the undersigned at the email or phone number below.

Respectfully submitted,

Kelly Young, Attorney of Record
Faegre Drinker Biddle & Reath LLP
kelly_young@faegredrinker.com
202-230-5107

This TRADEMARK CONTRIBUTION AND ASSIGNMENT AGREEMENT, dated and effective as of May 2, 2023 (this “Agreement”), is by and among IHS Global Inc., a Delaware corporation (“IHS”) and Allium US Holding LLC, a Delaware limited liability company that is treated as an entity disregarded as separate from its owner for U.S. federal income tax purposes (“Allium US”).

RECITALS

WHEREAS, IHS Markit Ltd., a Bermuda exempted company limited by shares (“Seller”) and Allium Buyer LLC, a Delaware limited liability company (“Purchaser”), have entered into a Securities and Asset Purchase Agreement, dated as of January 14, 2023 (as amended by the Acknowledgement and Amendment No. 1, dated February 7, 2023, and the Acknowledgement and Amendment No. 2, dated as of May 2, 2023, and as it may be further amended or modified from time to time, the “Purchase Agreement”), pursuant to which, on the terms and subject to the conditions set forth in the Purchase Agreement, Seller has agreed to, and agreed to cause certain of its Affiliates to, use reasonable best efforts to contribute certain assets and liabilities to Allium US in exchange for common shares of Allium US, as applicable;

WHEREAS, IHS, Markit North America, Inc., a Delaware corporation (“Markit NA”), IHS Markit Canada ULC, an unlimited liability company organized under the laws of Canada (“IHS Canada”), Information Handling Services de Mexico, SA de CV, a corporation organized under the laws of Mexico (“IHS Mexico”), IHS Informacoes E Insight LTDA, a corporation organized under the laws of Brazil (together with IHS, Markit NA, IHS Canada and IHS Mexico, the “GES Contributors”), IHS Global Holding LLC, a Delaware limited liability company, IHS Inc., a Delaware corporation, IHS Holding Inc., a Delaware corporation, and Allium US entered into a Contribution Agreement, dated as of May 2, 2023 (“Contribution Agreement”), pursuant to which the GES Contributors contributed, transferred, assigned, delivered and conveyed certain assets and liabilities to Allium US;

WHEREAS, IHS owns the trademark registrations and applications set forth on Annex A hereto (collectively, the “Contributed Trademarks”); and

WHEREAS, in connection with and pursuant to the Purchase Agreement and the Contribution Agreement, IHS desires to contribute, transfer, assign, deliver and convey to Allium US, and Allium US desires to receive, assume and accept from IHS, all of IHS’ right, title and interest in and to the Contributed Trademarks.

NOW, THEREFORE, pursuant to the Purchase Agreement and the Contribution Agreement and in consideration of the mutual promises contained therein and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. Certain Definitions.

All capitalized terms used but not defined in this Agreement have the meanings ascribed to such terms in the Purchase Agreement or the Contribution Agreement, as applicable.

2. Contribution.

(a) Effective immediately prior to Closing, IHS hereby contributes, transfers, assigns, delivers and conveys to Allium US all of its right, title and interest in and to the Contributed Trademarks.

3. Recordation

Assignor hereby authorizes Assignee to record this Agreement with any relevant governmental authority so as to perfect its ownership of the Contributed Trademarks. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and any other relevant authority, to transfer the Contributed Trademarks to Assignee as assignee of Assignor's right, title and interest therein, in accordance with this Agreement.

4. Subject to Purchase Agreement and Contribution Agreement.

Nothing contained in this Agreement shall be deemed to supersede, modify, limit, extend, add to, amend or in any way affect any of the rights or obligations of any party under the Purchase Agreement or the Contribution Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and the Contribution Agreement and the terms hereof, the terms of the Purchase Agreement and the Contribution agreement, as applicable, shall govern. The rights and obligations of any party set forth in the Purchase Agreement or the Contribution Agreement shall not be limited, altered, impaired, enhanced nor enlarged by this Agreement. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein express or implied shall give or be construed to give to any Person, other than the parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.

5. General Provisions.

The following provisions of the Purchase Agreement are incorporated by reference, *mutatis mutandis*, in this Agreement: Section 5.17 (*Further Assurances*), Section 10.2 (*Assignment*), Section 10.3 (*Amendments and Waivers*), Section 10.4 (*No Third-Party Beneficiaries*), Section 10.5 (*Notices*), Section 10.6 (*Specific Performance*), Section 10.8 (*Governing Law and Jurisdiction*), Section 10.9 (*Waiver of Jury Trial*), Section 10.10 (*Severability*), Section 10.11 (*Counterparts*), Section 10.12 (*Expenses*) and Section 10.15 (*Interpretation; Absence of Presumption*).

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed on its behalf as of the date first above written.

IHS GLOBAL INC.

By: DocuSigned by:
Alma Rosa Montanez
214FC9234D5740D...
Name: Alma Rosa Montanez
Title: Assistant Secretary

ALLIUM US HOLDING LLC

By: DocuSigned by:
Alma Rosa Montanez
214FC9234D5740D...
Name: Alma Rosa Montanez
Title: Assistant Secretary

ANNEX A
Trademarks and Trademark Applications

Mark	Country	Status	Registration Number	Registration Date	Classes	Owner
GOLDFIRE	U.S.	Registered/ Granted	3,050,490	January 24, 2006	09	IHS Global Inc.
HAYSTACK	Canada	Registered/ Granted	TMA394550	February 21, 1992	09, 38	IHS Global Inc.
HAYSTACK	Israel	Registered/ Granted	69785	January 27, 1992	09	IHS Global Inc.
HAYSTACK	Israel	Registered/ Granted	69786	June 30, 1992	42	IHS Global Inc.
HAYSTACK	Japan	Registered/ Granted	4651069	March 7, 2003	38	IHS Global Inc.
HAYSTACK	U.K.	Registered/ Granted	1455856	April 24, 1992	09	IHS Global Inc.
HAYSTACK	U.K.	Registered/ Granted	1455857	June 26, 1992	35	IHS Global Inc.
ALOKA	Madrid Protocol TM	Registered/ Granted	1656197	November 29, 2021	35, 42	IHS Global Inc.
ALOKA	European Union IPO	Registered/ Granted	1656197	September 12, 2022	35, 42	IHS Global Inc.
ALOKA	U.K.	Pending			35, 42	IHS Global Inc.
ALOKA	U.S.	Pending	97079658		36, 42	IHS Global Inc.



SECURITIES AND ASSET PURCHASE AGREEMENT

by and between

IHS MARKIT LTD.

and

ALLIUM BUYER LLC

Dated as of January 14, 2023

[REDACTED]

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms have the meanings set forth below:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Business Intellectual Property” means (a) Registered Intellectual Property listed on Section 1.1(c) of the Seller Disclosure Schedules and (b) all other Intellectual Property owned by Seller or any of its Affiliates that is Primarily Related to the GES Business. Business Intellectual Property does not include data (including Business Data).

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” means any and all common law or statutory rights anywhere in the world arising under or associated with: (a) patents and patent applications; (b) Trademarks; (c) copyrights and any other rights in works of authorship (including rights in Software) and any related rights of authors; (d) trade secrets, industrial secret rights and rights in know-how and other confidential and proprietary information, in each case that derives independent economic value from not being generally known (“Trade Secrets”); and (e) other intellectual property rights.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Registered Intellectual Property” means all U.S., international or foreign (a) patents and patent applications; and (b) registrations for and applications to register Trademarks and copyrights.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Trademarks” means trademarks, service marks, trade dress, logos, brand names, trade names, domain names, corporate names, any other indicia of source or origin, and all registrations and applications for registration, together with the goodwill symbolized by any of the foregoing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 2.4 Purchase and Sale of the Purchased Assets. Upon the terms, and subject to the conditions set forth herein, at the Closing, Seller shall, and shall cause each applicable Seller Entity to, sell, assign, transfer, deliver and convey to Purchaser (or one of its Affiliates), and Purchaser or such Affiliate shall purchase, acquire and accept from each applicable Seller Entity, all of such Seller Entity's right, title and interest in and to the Purchased Assets that are held by such Seller Entity, free and clear of all Liens (other than Permitted Liens). The term "Purchased Assets" means, collectively, all of the following assets, properties and rights, in each case, other than the Excluded Assets:

[REDACTED]

[REDACTED]

- [REDACTED]

(c) The Business Intellectual Property, including the right to seek damages for the past, present or future infringement of any Business Intellectual Property (other than with respect to Retained Claims);

- [REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

(n) The goodwill of the GES Business;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

July 11, 2023

PTAS

STEPHANIE A. GUMM/CLAIRE M. PLANTE
FAEGRE DRINKER BIDDLE & REATH LLP
300 N. MERIDIAN STREET, SUITE 2500
INDIANAPOLIS, IN 46204



900779956

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The assignment document submitted for recording is not acceptable. The statement for the Goodwill of the business was omitted. 15 U.S.C. §1060(a)

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Thursday, August 10, 2023**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900779956

Access Code: 7OT84GCPT9EKWBL

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

DOMINIQUE WARNER
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION



Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The cover sheet of the assignment is displayed below.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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.		05/02/2023	Corporation, DELAWARE
RECEIVING PARTY DATA			
Name:	Allium US Holding LLC		
Street Address:	30 Hudson Yards, Suite 7500		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company, DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3050490	GOLDFIRE	
Serial Number:	97079658	ALOKA	
CORRESPONDENCE DATA			
Fax Number:	3172271000		
Phone:	317-227-0200		
Email:	trademark@faegredrinker.com		
<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>			
Correspondent Name:	Stephanie A. Gunn/Claire M. Plante		
Address Line 1:	Faegre Drinker Birtle & Beach LLP		
Address Line 2:	300 N. Meridian Street, Suite 2500		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Claire M. Plante		
Signature:	/Claire M. Plante/		
Date:	06/16/2023		
Total Attachments: 4 source=Allium - Trademark Assignment (Executed)#page1.tif source=Allium - Trademark Assignment (Executed)#page2.tif source=Allium - Trademark Assignment (Executed)#page3.tif source=Allium - Trademark Assignment (Executed)#page4.tif			
RECEIPT INFORMATION			
EYAS ID:	TMB17924		
Receipt Date:	06/16/2023		
Fee Amount:	\$85		

[Return to ETAS home page](#)

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RECITALS

WHEREAS, IHS Markit Ltd., a Bermuda exempted company limited by shares (“Seller”) and Allium Buyer LLC, a Delaware limited liability company (“Purchaser”), have entered into a Securities and Asset Purchase Agreement, dated as of January 14, 2023 (as amended by the Acknowledgement and Amendment No. 1, dated February 7, 2023, and the Acknowledgement and Amendment No. 2, dated as of May 2, 2023, and as it may be further amended or modified from time to time, the “Purchase Agreement”), pursuant to which, on the terms and subject to the conditions set forth in the Purchase Agreement, Seller has agreed to, and agreed to cause certain of its Affiliates to, use reasonable best efforts to contribute certain assets and liabilities to Allium US in exchange for common shares of Allium US, as applicable;

WHEREAS, IHS, Markit North America, Inc., a Delaware corporation (“Markit NA”), IHS Markit Canada ULC, an unlimited liability company organized under the laws of Canada (“IHS Canada”), Information Handling Services de Mexico, SA de CV, a corporation organized under the laws of Mexico (“IHS Mexico”), IHS Informacoes E Insight LTDA, a corporation organized under the laws of Brazil (together with IHS, Markit NA, IHS Canada and IHS Mexico, the “GES Contributors”), IHS Global Holding LLC, a Delaware limited liability company, IHS Inc., a Delaware corporation, IHS Holding Inc., a Delaware corporation, and Allium US entered into a Contribution Agreement, dated as of May 2, 2023 (“Contribution Agreement”), pursuant to which the GES Contributors contributed, transferred, assigned, delivered and conveyed certain assets and liabilities to Allium US;

WHEREAS, IHS owns the trademark registrations and applications set forth on Annex A hereto (collectively, the “Contributed Trademarks”); and

WHEREAS, in connection with and pursuant to the Purchase Agreement and the Contribution Agreement, IHS desires to contribute, transfer, assign, deliver and convey to Allium US, and Allium US desires to receive, assume and accept from IHS, all of IHS’ right, title and interest in and to the Contributed Trademarks.

NOW, THEREFORE, pursuant to the Purchase Agreement and the Contribution Agreement and in consideration of the mutual promises contained therein and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. Certain Definitions.

All capitalized terms used but not defined in this Agreement have the meanings ascribed to such terms in the Purchase Agreement or the Contribution Agreement, as applicable.

2. Contribution.

(a) Effective immediately prior to Closing, IHS hereby contributes, transfers, assigns, delivers and conveys to Allium US all of its right, title and interest in and to the Contributed Trademarks.

3. Recordation

Assignor hereby authorizes Assignee to record this Agreement with any relevant governmental authority so as to perfect its ownership of the Contributed Trademarks. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and any other relevant authority, to transfer the Contributed Trademarks to Assignee as assignee of Assignor's right, title and interest therein, in accordance with this Agreement.

4. Subject to Purchase Agreement and Contribution Agreement.

Nothing contained in this Agreement shall be deemed to supersede, modify, limit, extend, add to, amend or in any way affect any of the rights or obligations of any party under the Purchase Agreement or the Contribution Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and the Contribution Agreement and the terms hereof, the terms of the Purchase Agreement and the Contribution agreement, as applicable, shall govern. The rights and obligations of any party set forth in the Purchase Agreement or the Contribution Agreement shall not be limited, altered, impaired, enhanced nor enlarged by this Agreement. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein express or implied shall give or be construed to give to any Person, other than the parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.

5. General Provisions.

The following provisions of the Purchase Agreement are incorporated by reference, *mutatis mutandis*, in this Agreement: Section 5.17 (*Further Assurances*), Section 10.2 (*Assignment*), Section 10.3 (*Amendments and Waivers*), Section 10.4 (*No Third-Party Beneficiaries*), Section 10.5 (*Notices*), Section 10.6 (*Specific Performance*), Section 10.8 (*Governing Law and Jurisdiction*), Section 10.9 (*Waiver of Jury Trial*), Section 10.10 (*Severability*), Section 10.11 (*Counterparts*), Section 10.12 (*Expenses*) and Section 10.15 (*Interpretation; Absence of Presumption*).

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed on its behalf as of the date first above written.

IHS GLOBAL INC.

By: DocuSigned by:
Alma Rosa Montanez
214FC9234D5740D...
Name: Alma Rosa Montanez
Title: Assistant Secretary

ALLIUM US HOLDING LLC

By: DocuSigned by:
Alma Rosa Montanez
214FC9234D5740D...
Name: Alma Rosa Montanez
Title: Assistant Secretary

ANNEX A
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ALOKA	U.K.	Pending			35, 42	IHS Global Inc.
ALOKA	U.S.	Pending	97079658		36, 42	IHS Global Inc.