

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Institutional Investor LLC		05/26/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	II Research & Rankings US LLC		
Street Address:	1270 Avenue of the Americas, Suite 1100, Floor 11		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5052769	FIXED INCOME FORUM	
CORRESPONDENCE DATA			
Fax Number:	2125939175		
<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:	2129800120		
Email:	pto@fkks.com		
Correspondent Name:	Rachel Santori		
Address Line 1:	Frankfurt Kurnit Klein & Selz PC		
Address Line 2:	28 Liberty Street		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	027808.1000		
NAME OF SUBMITTER:	Rachel Santori		
SIGNATURE:	/Rachel Santori/		
DATE SIGNED:	09/11/2023		
Total Attachments: 8			
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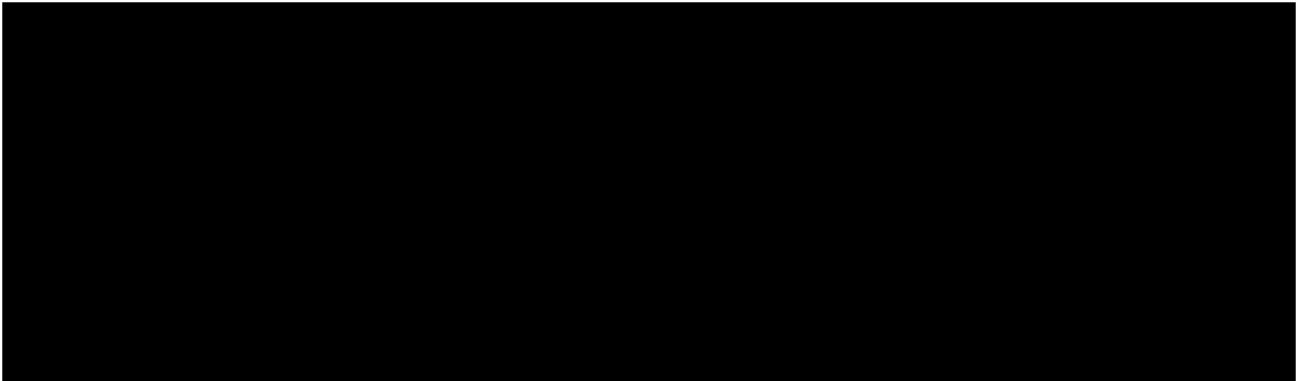
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ASSET TRANSFER AND ASSIGNMENT AGREEMENT

This ASSET TRANSFER AND ASSIGNMENT AGREEMENT (this “**Agreement**”), effective as of May 26, 2023, is by and between Institutional Investor LLC, a Delaware limited liability company (“**Assignor**”), and II Research & Rankings US LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

WHEREAS, as of the date hereof, Assignor owns all right, title and interest in, under and to the assets set forth on Exhibit A (collectively, the “**Transferred Assets**” and each, a “**Transferred Asset**”);



AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Transfer and Assignment. Effective as of the date hereof, (a) Assignor hereby transfers, assigns, conveys and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor’s right, title and interest in, under and to the Transferred Assets, and (b) Assignee hereby assumes and agrees to perform and satisfy any and all obligations or liabilities relating to, or arising from, the Transferred Assets on a timely basis. For the avoidance of doubt, for any Transferred Asset that is a contract, such Transferred Asset shall include all statements of work, change orders, amendments, addendums or other modifications related thereto.

2. Intellectual Property.

a. Recordation. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record Assignee as the owner of the Assigned Intellectual Property (as defined on Exhibit A), and to issue any and all Assigned Patents and Assigned Trademarks (each, as defined on Exhibit A) to Assignee, as assignee of Assignor’s entire right, title and interest in, to, and under the same. Assignee shall have the right to record

this assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Intellectual Property.

- b. Conflict. This Agreement shall not constitute an assignment of the Assigned Intellectual Property to the extent that, if it were to convey, assign or transfer an interest in and to the Assigned Intellectual Property, it would impair the subsequent lawful and effective execution and recordation of a necessary country-specific form of assignment.
- c. Assistance. Assignor shall provide assistance as requested by Assignee to effect, register or maintain the rights assigned herein, (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) including in connection with the preparation and prosecution by Assignee of any applications or registrations assigned herein and the prosecution or defense by Assignee of any interference, opposition, reexamination, reissue, *inter partes* review, post grant proceeding, infringement or other proceeding that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder.

5. Miscellaneous.

- a. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person or entity other than the parties to this Agreement and their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- b. Cooperation. Each party hereto agrees to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the transactions herein contemplated, and take all reasonable steps, and execute, acknowledge and deliver all further

instruments necessary to implement this Agreement, in each case provided that such instruments, documents, actions and steps do not increase the liability or obligations, or reduce the rights, of such party pursuant to the terms of this Agreement.

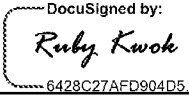
- c. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to such state's principles of conflicts of law that would result in the application of the laws of another jurisdiction.
- d. Assignment. This Agreement shall not be assignable by any party hereto without the prior written consent of the other parties hereto.
- e. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.
- f. Entire Agreement. This Agreement, together with such other documents as are provided for or otherwise contemplated hereunder, constitutes the entire agreement of the parties with respect to the subject matter hereof and thereof, supersede all prior agreements and understandings between the parties hereto with respect to the subject matter hereof, and may not be changed or modified except by an agreement in writing signed by the parties.
- g. Counterparts; Electronic Delivery and Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The delivery by facsimile or by electronic delivery in PDF format of this Agreement with all executed signature pages (in counterparts or otherwise) shall be deemed an original and binding upon the parties who signed it.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

ASSIGNOR:

INSTITUTIONAL INVESTOR LLC

By:  _____
Name: Ruby Kwok
Title: Vice President - Tax

ASSIGNEE:

II RESEARCH & RANKINGS US LLC

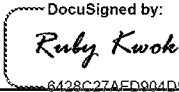
By: 
Name: Ruby Kwok
Title: Tax Compliance Officer

Exhibit A

Transferred Assets

1. Intellectual Property. All right, title and interests in, to and under any intellectual property owned by Assignor and any intellectual property-related contracts to which Assignor is a party (“**IP Contracts**”), in each case, relating to the business comprising the Institutional Investor Rankings division of Delinian Limited and its subsidiaries (collectively the “**Assigned Intellectual Property**”), including, without limitation:
- a. the patents and patent applications listed on Schedule 1 and any and all patents and patent applications that claim priority to (i) a scheduled patent or patent applications or (ii) a patent or patent application to which a scheduled patent or patent application claims priority (the “**Assigned Patents**”), the registered and unregistered trademarks, brands and trademark registration applications listed on Schedule 1 and all goodwill associated with and appurtenant thereto (the “**Assigned Trademarks**”); the registered copyrights listed on Schedule 1 (“**Assigned Registered Copyrights**”) and the Internet domain name registrations and social media accounts listed on Schedule 1 (“**Assigned Domain Names and Media Accounts**”);
 - b. all computer programs, (whether in source code or object code versions), related data and databases, whether machine readable or otherwise and all related documentation, training materials and configuration of any of the foregoing, including any software or databases listed on Schedule 1;
 - c. all trade secrets, confidential or other proprietary information;
 - d. all unregistered copyrights, mask works and design rights, whether or not published and all applications in connection therewith;
 - e. all unregistered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos and other source identifiers and, in each case, the goodwill associated with and appurtenant thereto;
 - f. all benefits, privileges, causes of action, and remedies relating to the intellectual property listed in categories (a) through (e) above throughout the world, including, without limitation, all of Assignor’s rights to: (1) apply for and maintain all registrations, renewals and/or extensions thereof; (2) claim priority under United States law or

international convention, (3) bring actions and recover damages for past, present and future infringement or other violation thereof; and (4) grant licenses or other interests therein; and

g. all IP Contracts listed on Schedule 1.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 1 – Intellectual Property

IP Type	Assets
Assigned Trademarks	<p data-bbox="126 373 678 415">[REDACTED]</p> <ol style="list-style-type: none"><li data-bbox="488 443 889 583">1. Fixed Income Forum U.S. Ser. No. 86747184 Reg No. 5052769 Filed October 4, 2016<li data-bbox="488 625 963 766">2. All-America Research Team¹ U.S. Ser. No. 76025385 Reg No. 2490337 Filed April 13,2000 <div data-bbox="443 793 1422 1791" style="background-color: black; width: 100%; height: 475px; margin-top: 20px;"></div>

¹ Listed as Cancelled/Dead.