

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Institutional Investor LLC		05/26/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Delinian Holdings 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:	4134237	POWER FINANCE & RISK	
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: 14			
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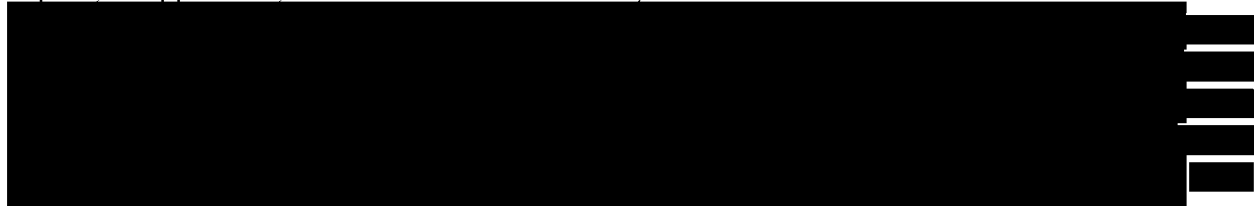
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MASTER CONTRIBUTION, DISTRIBUTION AND TRANSFER AGREEMENT

THIS MASTER CONTRIBUTION, DISTRIBUTION AND TRANSFER AGREEMENT (this “**Agreement**”) is made and entered into as of May 26, 2023 (the “**Effective Date**”), by and among EII US, Inc., a Delaware corporation (“**EII US**”), Delinian Holdings US LLC, a Delaware limited liability company (“**Delinian Holdings**”), and those direct and indirect subsidiaries of Delinian Holdings listed on Schedule 1 attached hereto (each, a “**Delinian Subsidiary**,” and collectively, the “**Delinian Subsidiaries**”). EII US, Delinian Holdings and the Delinian Subsidiaries are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

- A. EII US owns 100% of the limited liability company interests of Delinian Holdings.
- B. Delinian Holdings owns, directly or indirectly, 100% of the equity interests or share capital, as applicable, of each Delinian Subsidiary.



AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises, and the mutual undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ADDITIONAL DEFINITIONS

1.1 “**Altrata Holdings**” means, Altrata Holdings US LLC, a Delaware limited liability company.

1.2 “**Boardroom Insiders**” means, Boardroom Insiders, Inc., a Delaware corporation.

1.3 “**BoardEx**” means, BoardEx LLC, a New York limited liability company.

1.4 “**EII Holdings**” means, EII Holdings II Inc., a Delaware corporation.

1.5 “**EII Securities**” means, EII Securities LLC, a Delaware limited liability company.

1.6 “**Euromoney Services**” means, Euromoney Services Inc., a Delaware corporation.

1.7 “**Euromoney USA**” means, Euromoney USA, LLC, a Delaware limited liability

company.

1.8 “**IMN SFB**” means, IMN SFB US LLC, a Delaware limited liability company.

1.9 “**Institutional Investor**” means, Institutional Investor LLC, a Delaware limited liability company.

1.10 “**Institutional Investor Networks**” means, Institutional Investor Networks Inc., a Delaware limited liability company.

1.11 “**Internet Securities**” means, Internet Securities, Inc., a Delaware corporation.

1.12 “**II Research & Rankings**” means, II Research & Rankings US LLC, a Delaware limited liability company.

1.13 “**The Deal**” means, The Deal, L.L.C., a Delaware limited liability company.

1.14 “**WealthEngine**” means, WealthEngine, Inc., a Delaware corporation.

1.15 “**Wealth-X**” means, Wealth-X LLC, a Delaware limited liability company.

2. RECITALS

2.1 Incorporation. The Parties acknowledge and agree that the Recitals to this Agreement are hereby incorporated in and form part of this Agreement.

3. STEP 11.1 TRANSACTIONS

3.1 Relationship Sciences Contribution. The Deal hereby contributes, conveys, assigns and transfers all of its rights, title and interest in, under and to the assets set forth on Schedule 3.1 (collectively, the “**Relationship Sciences Assets**”) to BoardEx, and BoardEx hereby accepts the foregoing contribution, conveyance, assignment and transfer of the rights, title and interest in the Relationship Sciences Assets and agrees to assume all rights, obligations and liabilities of The Deal with respect thereto (the “**Relationship Sciences Contribution**”).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. STEP 11.1.1 TRANSACTIONS

4.1 PFR Assets Distribution. Institutional Investor hereby distributes, assigns, transfers and delivers to Delinian Holdings, and Delinian Holdings hereby accepts, all rights, title and interest in, under and to the assets set forth on Schedule 4.1 (collectively, the “PFR Assets”), together with all restrictions, obligations and liabilities related thereto (the “PFR Assets Distribution”).

4.2 PFR Assets Contribution. Delinian Holdings hereby contributes, conveys, assigns and transfers all of its rights, title and interest in, under and to the PFR Assets received by Delinian Holdings pursuant to the PFR Assets Distribution to The Deal, and The Deal hereby accepts the foregoing contribution, conveyance, assignment and transfer of the rights, title and interests in the PFR Assets and agrees to assume all rights, obligations and liabilities of The Deal with respect thereto (the “PFR Assets Contribution”).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. INTELLECTUAL PROPERTY.

10.1 Recordation. Each of The Deal (with respect to the Relationship Sciences Assets), Institutional Investor (with respect to the PFR Assets) and Delinian Holdings (with respect to the PFR Assets) (collectively, the “**IP Assignors**”) 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, BoardEx, Delinian Holdings and The Deal, (collectively, the “**IP Assignees**”) respectively, as the owners,

as applicable, of the Assigned Intellectual Property (as defined on Schedule 3.1 and Schedule 4.1), and to issue any and all Assigned Patents and Assigned Trademarks (each, as defined on Schedule 3.1 and Schedule 4.1, as applicable) to each applicable IP Assignee, as assignee of assignor's entire right, title and interest in, to, and under the same. Each IP 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.

10.2 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.

10.3 Assistance. The IP Assignors shall provide assistance as requested by an applicable IP 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 an IP Assignee of any applications or registrations assigned herein and the prosecution or defense by an IP 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.

11. MISCELLANEOUS

11.1 Effectiveness. Unless otherwise specified, all transactions contemplated by this Agreement shall be effective as of the Effective Date.

11.2 No Third Party Beneficiary; No Assignment. The Parties acknowledge and agree that no third party shall have any rights and remedies with respect to this Agreement. None of the Parties shall assign, transfer or convey all or any of its rights or obligations hereunder without the prior written consent of the other Parties.

11.3 Cooperation. Each Party agrees to execute such instruments, certificates 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.

11.4 Counterparts; Electronic Delivery and Execution. This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all Parties. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means (including in "pdf" format) shall be effective as delivery of a manually executed counterpart of this Agreement. The words "executed", "execution", "signed", "signature", and words of like import in this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other

electronic signatures (including DocuSign and AdobeSign). The use of electronic signatures and electronic records (including any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

11.5 Governing Law. All of the terms and provisions hereof and the rights and obligations of the Parties shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

11.6 No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any Party of a breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

11.7 Entire Agreement. This Agreement, together with such other documents as are provided for or otherwise contemplated hereunder, constitutes the entire agreement of the Parties in respect of the subject matter hereof and thereof and may not be changed or modified except by an agreement in writing signed by the Parties.

11.8 Severability. If any provision of this Agreement as applied to any Party or any circumstances is determined by an arbitrator or any court having jurisdiction to be void, unenforceable or inoperative as a matter of law, then the Parties agree that such provision shall be modified to the greatest extent legally possible so that the intent of this Agreement may be legally carried out. If any one or more of the provisions contained herein, or the application thereof in any circumstances, is held void, unenforceable or inoperative as a matter of law in any respect or for any reason, then the validity, enforceability and operation of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that each of the Parties' rights and privileges shall be enforceable to the fullest extent permitted by law, and the Parties shall use their commercially reasonable efforts to amend or substitute such invalid, illegal or unenforceable provision with enforceable and valid provisions which would produce as nearly as possible the rights and obligations previously intended by the Parties without renegotiation of any material terms and conditions stipulated herein. The provisions of this Section 11.8 shall survive the consummation of the transactions and any termination of this Agreement.

11.9 Schedules/Exhibits. All of the schedules and exhibits attached to this Agreement are by this referenced incorporated in and made a part of this Agreement.

11.10 Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only; and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect this Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

EII US:

EII US, INC.

DocuSigned by:
Daniel Klein
By: _____
2272A8294E97430...
Name: Daniel Klein
Title: Director



DELINIAN HOLDINGS:
DELINIAN HOLDINGS US LLC
DocuSigned by:
Ruby Kwok
By: _____
3429C27AFD9L405...
Name: Ruby Kwok
Title: Tax Compliance Officer

DELINIAN SUBSIDIARIES:

ALTRATA HOLDINGS US LLC

DocuSigned by:
Ruby Kwok
By: _____
6428C27AFD904D6...
Name: Ruby Kwok
Title: Tax Compliance Officer

BOARDROOM INSIDERS, INC.

DocuSigned by:
Frances Cashman
By: _____
0FFAD5C33E4E443...
Name: Frances Cashman
Title: Director

BOARDEX LLC

DocuSigned by:
Ruby Kwok
By: _____
6428C27AFD904D6...
Name: Ruby Kwok
Title: Vice President - Tax

EII HOLDINGS II INC.

DocuSigned by:
Tom Woodward
By: _____
Name: Tom Woodward
Title: Director

EII SECURITIES LLC

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

EUROMONEY SERVICES INC.

DocuSigned by:
Paul Jakubowicz
By: _____
Name: Paul Jakubowicz
Title: Director

EUROMONEY USA, LLC

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

INSTITUTIONAL INVESTOR NETWORKS INC.

DocuSigned by:
Steve Olson
By: _____
Name: Steve Olson
Title: Director

INTERNET SECURITIES, INC.

DocuSigned by:
Tom Woodward
By: _____
Name: Tom Woodward
Title: Director

THE DEAL, L.L.C.

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

WEALTHENGINE, INC.

DocuSigned by:
Frances Cashman
By: _____
Name: Frances Cashman
Title: Director

WEALTH-X LLC

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



INSTITUTIONAL INVESTOR LLC

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

SCHEDULE 1

DELINIAN SUBSIDIARIES

1. Altrata Holdings US LLC
2. Boardroom Insiders, Inc.
3. EII Holdings II Inc.
4. EII Securities LLC
5. Euromoney Services Inc.
6. Institutional Investor LLC
7. Institutional Investor Networks Inc.
8. Internet Securities, Inc.
9. The Deal, L.L.C.
10. WealthEngine, Inc.
11. Wealth-X LLC



SCHEDULE 4.1

PFR ASSETS

1. Intellectual Property. All right, title and interests in, to and under any intellectual property owned by Institutional Investor and any intellectual property-related contracts to which Institutional Investor is a party (“**IP Contracts**”), in each case, relating to its PFR Business (collectively the “**Assigned Intellectual Property**”), including, without limitation:
 - a. the patents and patent applications listed on Annex A to Schedule 4.1 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 Annex A to Schedule 4.1 and all goodwill associated with and appurtenant thereto (the “**Assigned Trademarks**”); the registered copyrights listed on Annex A to Schedule 4.1 (“**Assigned Registered Copyrights**”) and the Internet domain name registrations and social media accounts listed on Annex A to Schedule 4.1 (“**Assigned Domain Names**”);
 - 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 Annex A to Schedule 4.1;
 - 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 Annex A to Schedule 4.1.

2. Supplier Contracts. All of Institutional Investor's right, title and interest in, to and under the contracts listed on Annex B to Schedule 4.1.
3. Customer Contracts. All of Institutional Investor's right, title and interest in, to and under the contracts listed on Annex C to Schedule 4.1.

ANNEX A TO SCHEDULE 4.1

IP Type	Assets
Assigned Patents	1. None
Assigned Trademarks 	<p>1. POWER FINANCE & RISK (STYLIZED) US App No. 85283530 US Reg. No. 4134237 Filed April 1, 2011</p> <p>2. Power Finance & Risk Design (unregistered)</p> <p>(Add)  Power Finance & Risk <small>www.powerfinancetrisk.com</small></p>
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