

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CT Corporation System		01/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Corsearch, Inc.		
Street Address:	111 8th Avenue, 13th Floor,		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1332619	CORSEARCH	
Registration Number:	4730098	CORSEARCH	
Registration Number:	5189395	CORSEARCH FOCUS	
Serial Number:	87455291	CONTOUR	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	300 North Lasalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	37869/0271		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	01/29/2018		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of January 5, 2018 ("Effective Date"), is made by and among C T Corporation System, a Delaware corporation ("Assignor") and Corsearch, Inc., a Delaware corporation ("Assignee").

WHEREAS, Wolters Kluwer International Holding B.V., a limited liability company organized under the laws of the Netherlands and parent of Assignor ("WK"), and Corsearch Intermediate, Inc., a Delaware corporation ("Purchaser"), have entered into that certain Sale and Purchase Agreement, dated and effective as of October 20, 2017 ("Purchase Agreement"), pursuant to which WK has caused Assignor to contribute, assign, convey, grant, and transfer all of its right, title, and interest to, in, and under certain intellectual property to Purchaser, including the trademark registrations and application set forth on Exhibit A attached hereto and incorporated herein by reference (the "Assigned Trademarks"), and Purchaser has designated Assignee to take assignment and delivery of the Assigned Trademarks on its behalf; and

WHEREAS, the parties desire to execute this Assignment pursuant to the terms and conditions of the Purchase Agreement, for filing with the United States Patent and Trademark Office ("USPTO") and the equivalent entities or agencies in any applicable foreign countries.

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

1. Transfer of Assigned Intellectual Property. Assignor hereby irrevocably contributes, assigns, conveys, grants, and transfers to Assignee all of Assignor's right, title, and interest in, to, and under the the Assigned Trademarks, together with all (i) unregistered or common law rights in or with respect to any of the foregoing in any jurisdiction, (ii) goodwill associated with each of the foregoing, and (iii) any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, unfair competition, dilution, misappropriation and any other violations with respect thereto, the right to sue for, collect, recover, receive and retain all damages, profits, costs, fees, proceeds and other remedies associated therewith, the right to collect, receive and retain all income, royalties, proceeds, damages, payments now or hereafter due or payable in connection therewith, and all rights to file for and maintain registrations thereof. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the USPTO and the equivalent entities in any applicable foreign countries to record Assignee as the assignee of such registrations and applications.

2. Further Assurances. Upon the request of any party hereto, the other party hereto shall, without further consideration, execute and deliver, or cause to be executed and delivered, such other instruments of contribution, conveyance, transfer, assignment and confirmation, and shall take, or cause to be taken, such further or other actions as the other parties hereto may deem necessary or desirable to carry out the intent and purposes of this Assignment and to consummate and give effect to the transactions contemplated hereby.

3. Assignment; Successors. Except as otherwise expressly provided herein, all covenants and agreements contained in this Assignment by or on behalf of any of the parties

hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

4. Amendment and Modification. This Assignment or any term hereof may be changed, waived, discharged or terminated only by an agreement in writing signed by the party against which such change, waiver, discharge or termination is sought to be enforced.

5. Entire Agreement. Except as otherwise expressly set forth herein, this Assignment embodies the complete agreement among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

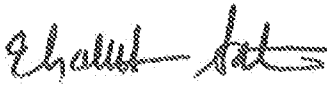
6. Counterparts; Facsimile Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which, together, shall constitute one and the same instrument. Signatures transmitted by facsimile and electronic copy shall be binding.

7. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment and the exhibits and schedules hereto shall be governed by the laws (but not the law respecting conflicts of law) of the State of Delaware.

* * * * *

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

C T Corporation System

By: 
Name: Elizabeth Satin
Title: Senior Vice President

Corsearch, Inc.

By: Iveshu Bhatia
Name: Iveshu Bhatia
Title: Vice President

EXHIBIT A

ASSIGNED TRADEMARK

<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App. No. / Date</u>	<u>Reg. No. / Date</u>
USA	CORSEARCH	Registered	73489431 07/11/1984	1332619 04/23/1985
USA	CORSEARCH	Registered	86193869 02/14/2014	4730098 05/05/2015
USA	CORSEARCH FOCUS	Registered	87040709 05/17/2016	5189395 04/25/2017
USA	CONTOUR	Pending	87455291 05/18/2017	Pending
<u>International Registration</u> Australia China Japan	CORSEARCH	Registered	1229821 03/17/2014	1229821 03/17/2014
<u>International Registration</u> European Community (EM)	CORSEARCH FOCUS	Registered	1307206 06/07/2016	1307206 06/07/2016
CTM	CORSEARCH	Registered	009398512 09/23/2010	009398512 04/19/2011
CTM	CORSEARCH CONTOUR	Registered	16805301 06/02/2017	16805301 10/11/2017
CTM	CONTOUR	Pending	016805319 06/02/2017	016805319 10/18/2017
Hong Kong	CORSEARCH	Registered	302898406 02/19/2014	302898406 02/19/2014