

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3102233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARKMONITOR INC	12/19/2013
RECEIVING PARTY DATA	
Name:	THOMSON REUTERS GLOBAL RESOURCES
Street Address:	NEUHOFSTRASSE 1
City:	BAAR
State/Country:	SWITZERLAND
Postal Code:	6340
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10996568
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	ipdocketing@thomsonreuters.com
Correspondent Name:	THOMSON REUTERS GLOBAL RESOURCES
Address Line 1:	NEUHOFSTRASSE 1
Address Line 4:	BAAR, SWITZERLAND 6340
ATTORNEY DOCKET NUMBER:	89238-690373 (001200US)
NAME OF SUBMITTER:	DAVID ROSENBLATT
SIGNATURE:	/David Rosenblatt/
DATE SIGNED:	11/11/2014
Total Attachments: 19	
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT is entered into on the last date of signature below and effective as of 30 December 2013 (the *Effective Date*), by and between:

1. **MarkMonitor Inc**, a company incorporated under the laws of Delaware with its principal place of business at Emerald Tech Center, 391 North Ancestor Place, Boise, ID 83704, USA, (*Assignor*); and
2. **Thomson Reuters Global Resources**, an Irish unlimited company, having a place of business at Neuhofstrasse 1, 6340 Baar, Switzerland, (*TRGR*).

RECITALS

- A. Assignor has acquired or developed certain technology and content assets as more particularly set out in Schedule 1 (*Assets*).
- B. Assignor wishes to divest itself of the risks and costs of maintaining and developing the Assets and maintaining, protecting and enforcing the Trade Marks and Patents (each as defined below).
- C. TRGR wishes to assume the economic ownership, risk and strategic functions for the future design, development and maintenance of the Assets and the future enhancement, maintenance, protection and enforcement of the Trade Marks and Patents.
- D. Assignor has agreed to assign to TRGR all of Assignor's right, title and interest in and to the Assets and the Trade Marks and the Patents on the terms set out in this agreement.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement, unless the context requires otherwise, each capitalized term will have the meaning set out below:

Affiliate means, in relation to any entity, another entity Controlling, Controlled by, or under common Control with, that entity.

Claim means any claim, demand, proceeding or other action.

Consent means any authorization, consent, order or other approval.

Control means the power to direct the management and affairs of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. In the case of a company, the direct or indirect ownership of fifty percent or more of its outstanding voting shares shall be deemed to confer control, provided that the direct or indirect ownership of a lower percentage of such securities shall not necessarily preclude the existence of control.

Contracts means all contracts entered into between Assignor and a third party relating to the development, acquisition or licensing of the Assets but excluding contracts for the sale or licensing of any of the Assets to end users.

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Copyrights means all copyrights owned by Assignor relating to the Assets, in each case whether registered or unregistered and including applications for the grant of any such rights, all extensions and renewals of such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world.

Intellectual Property Rights means any patents, designs, trade marks, trade names, copyright in all specifications, drawings and technical descriptions, computer software and databases, database rights, moral rights, inventions (whether or not capable of protection by patent or registration), rights in commercial information and technical information (including know-how, research and development data, manufacturing methods and data, specifications and drawings, formulae, algorithms, prototypes and research materials), and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world.

Know-How means information in any form, whether written or oral, of a business, financial or technical nature relating to the Assets or the development of them, including documentation, trade secrets, manufacturing and production processes and techniques, research and development information, software, computer outputs, technical data, know-how, procedures, protocols, techniques and results of experimentation and testing.

Losses means all losses, liabilities, damages, costs and expenses (including taxes, legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

Open Source Software means (i) any software released under an Open Source Initiative (OSI) approved license (see <http://opensource.org>), and (ii) any software released under licenses that look similar to OSI approved licenses. For the avoidance of doubt, freeware is not considered Open Source Software.

Patents means the patents and patent applications set out in schedule 2 or otherwise owned by Assignor relating to the Assets, in each case including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, all inventions covered thereby, and all rights therein provided by international treaties or conventions.

Personnel means officers, directors, employees, independent contractors, representatives, consultants, interns and temporary workers, and agents.

Purchase Price means [REDACTED] subject to adjustment in accordance with clause 4.2.

Tangible Materials means tangible materials in any form, whether written or electronic, embodying or relating to the Assets or the Trade Marks or the Patents.

Trade Marks means the registered and unregistered trade marks and domain names set out in schedule 3.

Transferred Assets means, collectively, the Assets, the Trade Marks and the Patents, together with all related assets and rights, including common law rights, owned by Assignor relating to the Assets, including but not limited to Copyrights, Know-How, Contracts, and Tangible Materials.

- 1.2 Unless expressly stated otherwise, the following rules of interpretation will apply in this agreement:

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- (a) words suggesting the singular include the plural, and vice versa;
- (b) words suggesting any gender include all other genders;
- (c) headings used in this agreement are for ease of reference only and will not affect the interpretation of this agreement;
- (d) references to any schedule, attachment, instrument, agreement or other document are to that schedule, attachment, instrument, agreement or other document as amended, supplemented, varied or replaced from time to time;
- (e) use of the words "includes" or "including" means "includes (or including), without limitation";
- (f) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or replaced from time to time;
- (g) references to clauses and schedules are to clauses of and schedules to this agreement, and references to paragraphs and attachments are to paragraphs of and attachments to the schedules;
- (h) references to "this agreement" means this document called the Intellectual Property Assignment and its schedules and other documents attached to or otherwise expressly incorporated in this agreement, as amended from time to time in accordance with this agreement;
- (i) the schedules form part of the operative provisions of this agreement and references to this agreement shall, unless the context otherwise requires, include references to the schedules;
- (j) references to a person or entity shall include references to individuals, bodies corporate, unincorporated associations, partnerships and any other entity having legal capacity; and
- (k) a reference to a "party" or "parties" are references to either or both of Assignor and TRGR, as the context requires.

2. ASSIGNMENT

- 2.1 In consideration of the Purchase Price, Assignor assigns to TRGR absolutely all of Assignor's right, title and interest in and to the Transferred Assets, including:
- (a) all the goodwill associated with the Transferred Assets;
 - (b) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents or Trade Marks; and
 - (c) the right to bring, make, oppose, defend, or appeal any Claim and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Transferred Assets whether occurring before, on, or after the Effective Date.
- 2.2 To the extent that any of the Patents are currently registered in the name of an Affiliate of Assignor, TRGR acknowledges that Assignor is the beneficial owner of such patents and Assignor shall procure that the relevant Patents are re-registered in the name of Assignor prior to or as soon as reasonably possible after the Effective Date (and thereafter, clause 2.4 shall apply).
- 2.3 Assignor shall deliver to TRGR all Tangible Materials within 30 days of a request by TRGR to do so.

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- 2.4 Assignor shall, at the cost and expense of TRGR, take all reasonable actions and execute all documents necessary or desirable to record and perfect the interest of TRGR in and to the Transferred Assets, and shall not enter into any agreement in conflict with this agreement.
- 2.5 From the Effective Date, Assignor shall cease all use of the Transferred Assets unless otherwise permitted under a separate written agreement entered into between the parties.

3. CONTRACTS AND CONSENTS

- 3.1 Assignor shall identify any Contracts from which Assignor's rights to the Transferred Assets derive or on which they otherwise depend, and shall assign to TRGR its rights and obligations under those Contracts as agreed by the parties. Subject to the terms of this agreement, from and after the Effective Date, TRGR shall assume all of the rights or obligations of Assignor under the Contracts.
- 3.2 Assignor shall promptly serve all notices and shall use its reasonable endeavours to obtain any Consent which TRGR reasonably deems necessary in connection with this agreement, including those required by the Contracts or otherwise required from relevant officials in order for Assignor to perform its obligations under this agreement.
- 3.3 TRGR shall co-operate with and provide reasonable assistance to Assignor in serving notices and obtaining the Consents referred to in clause 3.2 above, provided that TRGR shall not be obliged to:
- (a) give any guarantee or other consideration in connection with the foregoing; or
 - (b) consent to any change in the terms of a Contract which TRGR (in its sole discretion) considers to be adverse to its interests.
- 3.4 If any required Consent is not obtained prior to (or within a reasonable time after) the Effective Date, Assignor shall use its reasonable endeavours to provide TRGR with the rights and benefits associated with the affected Contract for the remainder of the relevant term, subject to TRGR assuming the obligations and burdens under the relevant Contract.

4. PURCHASE PRICE

- 4.2 The amount of the Purchase Price and the inventory of Transferred Assets may be amended or adjusted by agreement between the parties following review of the Transferred Assets delivered by Assignor to TRGR, but the parties shall use their reasonable endeavours to finalise any such amendment or adjustment within 6 months after the Effective Date.

5. CONFIDENTIALITY

- 5.1 Assignor, on its own behalf and as agent for its Affiliates, advisers, agents and representatives, agrees to hold all Know-How in strict confidence and shall not, without TRGR's prior written consent, use any Know-How for any purpose or disclose any part of it to any third party.
- 5.2 In maintaining the confidentiality of Know-How, Assignor shall exercise the same degree of care that it exercises with respect to its own confidential information and in no event less than a reasonable degree of care. Without limiting the foregoing, Assignor shall use commercially

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reasonable efforts to ensure that each of its Personnel complies with the obligations under clause 5.1.

- 5.3 Assignor shall immediately notify TRGR if it discovers any unauthorized use or disclosure of Know-How, and the parties shall co-operate in taking appropriate steps to regain possession of the Know-How and to prevent its further unauthorized use.

6. WARRANTIES AND REPRESENTATIONS

Assignor warrants and represents as follows:

- 6.1 It has, and will at all relevant times have, the requisite power, capacity and authority and all necessary licenses, permits and consents to enter into this agreement and to carry out the obligations contemplated in this agreement.
- 6.2 The execution and performance of this agreement shall not:
- (a) constitute a violation of any law, or of any judgment, order or decree of any court or governmental agency to which it is a party, or by which it is bound; or
 - (b) subject to clause 3, conflict with or give rise to a default (or an event which, with the giving of notice or lapsing of time (or both), would become a default) under or entitle any third party to terminate, amend, suspend, revoke or cancel any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party.
- 6.3 It owns the entire right, title and interest in and to (or otherwise has the right to use) the Transferred Assets.
- 6.4 Save to the extent otherwise agreed between the parties (but subject to Assignor's completion of any remediation work required by TRGR), the Transferred Assets include no Open Source Software components that would:
- (a) impose any requirement or obligation on how TRGR uses the Transferred Assets or TRGR's applications;
 - (b) grant any rights to any third party; or
 - (c) have the effect of requiring that all or parts of the Transferred Assets or TRGR's applications be publicly disclosed, licensed, reproduced or otherwise made available in any manner to any third party pursuant to license terms including GNU's General Public License (*GPL*), lesser *GPL*, the artistic license (e.g., *PERL*), or the Netscape public license.
- 6.5 TRGR's permitted use and possession of the Transferred Assets will not be interrupted or otherwise disturbed by any entity asserting a claim under or through Assignor.
- 6.6 To its knowledge:
- (a) the use of the Transferred Assets by TRGR does not infringe or conflict with any Intellectual Property Rights of a third party; and
 - (b) no Know-How has been misappropriated from a third party.
- 6.7 The Transferred Assets do not contain any program, routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software or hardware, data or other programs, or that is intended to provide access or produce modifications not authorized by TRGR.

7. INDEMNITIES

- 7.1 Assignor shall indemnify, defend and hold TRGR harmless from and against any and all Losses incurred by TRGR arising from, or in connection with:
- (a) Assignor's breach of the warranties set out in clause 6; or
 - (b) any Claim that the Transferred Assets infringe any Intellectual Property Rights of a third party.
- 7.2 The indemnity in clause 7.1(b) shall not apply to the extent that the Claim arises from TRGR's misuse or modification of the Transferred Assets or use of the Transferred Assets in combination with any product or information not owned or developed by Assignor. Should TRGR's use of the Transferred Assets be restricted, encumbered, or enjoined by reason of any Claim, Assignor shall provide all reasonable assistance in obtaining for TRGR the right to continue to use the Transferred Assets.
- 7.3 TRGR shall give Assignor prompt notice of any actual or threatened Claim. Assignor shall have the exclusive right to control the defence of the Claim and all negotiations for its settlement or compromise, provided that it shall not agree to any non-financial settlement, consent or other agreement without TRGR's prior written consent (not to be unreasonably withheld or delayed). TRGR shall provide reasonable assistance, at Assignor's expense, in connection with the defence of any Claim. TRGR shall have the right to participate (at its own expense) in the defence of a Claim.

8. LIMITATION OF LIABILITY

- 8.1 Except as set out in this clause 8, Assignor's entire liability to TRGR, whether in contract, tort, negligence, misrepresentation, for breach of duty, or howsoever otherwise arising, shall be limited to the Purchase Price.
- 8.2 The limitation of liability set out in clause 8.1 shall not apply (and no limitation of liability shall apply) with respect to:
- (a) any breach by Assignor of its confidentiality obligations under this agreement;
 - (b) the indemnities set out in clause 7.1; or
 - (c) any loss or damage arising from Assignor's gross negligence or willful misconduct.
- 8.3 Except in relation to the indemnities given under clause 7.1, Assignor shall not be liable to TRGR for indirect, incidental, special, punitive or consequential loss or damages of any kind or for any loss of profits, revenue, goodwill or anticipated savings, arising out of or in connection with this agreement, whether or not Assignor has been advised of the possibility of such loss or damages.

9. DISPUTE RESOLUTION AND LAW

- 9.1 The parties intend to attempt to resolve disputes informally. Any dispute between the parties arising out of or relating to this agreement shall, wherever reasonably possible, be escalated for resolution to a senior executive of each of the parties.
- 9.2 The construction, performance and validity of this agreement will be governed by the laws of the State of New York.
- 9.3 If the parties are unable to resolve a dispute by the application of the informal procedure set out in clause 9.1, then either party may elect to seek recourse through any state or federal court sitting in the State of New York, and any court to which an appeal from the foregoing may be taken, which will have exclusive jurisdiction in respect of all Claims and disputes brought. Each party irrevocably waives the right to a trial by jury in any action or proceeding arising out of this agreement.

10. GENERAL

10.1 Assignment

- (a) This agreement is personal to the parties and accordingly subject to clause 10.1(b), neither party may assign, encumber, declare a trust over or otherwise transfer in any way any of its rights arising under this agreement without the prior written consent of the other party.
- (b) TRGR may assign its rights or transfer its obligations under this agreement to any of its Affiliates without Assignor's consent.
- (c) All provisions contained in this agreement shall extend to and be binding upon the parties and their respective successors and permitted assignees.

10.2 Counterparts

- (a) This agreement may be executed in several identical counterparts, all of which taken together will constitute one single agreement between the parties.
- (b) Delivery of an executed signature page of a counterpart by facsimile transmission or in Adobe™ Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterpart of this agreement.

10.3 Relationship of Parties

Neither party shall have, or represent that it has, any power, right or authority to bind the other party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other party.

10.4 Notices

- (a) Subject to clause 10.4(c), any notice, demand or other communication to be made between the parties pursuant to this agreement may be made by electronic mail or other electronic means and the parties so agree that:
 - (i) each shall notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them.
- (b) Any electronic communication made between the parties will be effective only when actually received in readable form.
- (c) Any notice, demand or other communication given or made under clauses 5.3 or 7.3 shall be in writing and shall be delivered personally or sent by prepaid first class post (air mail if posted to or from a place outside Switzerland) to the address of the parties specified at the start of this agreement or to such address as either party shall notify (in accordance with this clause 10.4(c)). Notices to TRGR shall be sent to the attention of the Chief Counsel. Notices to Assignor shall be sent to the attention of the person executing this agreement, or to such other person as the Assignor may designate from time to time.

10.5 Entire agreement

- (a) This agreement, together with any ancillary documents referred to herein, constitutes the entire agreement of the parties and supersedes all prior agreements and undertakings (whether written or oral) between the parties with respect to its subject matter.
- (b) Each party acknowledges that it has not been induced to enter into this agreement in reliance on, nor has it been given, any condition, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this agreement and to the extent that any of them has been, it unconditionally and irrevocably waives any claims, rights or remedies which any of them might otherwise have had in relation thereto, provided that nothing in this clause shall limit or exclude any liability for fraud.

10.6 Waiver

- (a) A waiver of any term, provision or condition of, or consent granted under, this agreement shall be effective only if given in writing and signed by the waiving or consenting party and then only in the instance and for the purpose for which it is given.
- (b) No failure or delay on the part of either party in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10.7 Invalidity and severability

- (a) If any provision of this agreement is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction:
 - (i) the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
 - (ii) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,shall not be affected in any way thereby.
- (b) If any provision of this agreement shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this agreement and shall be deemed to be deleted from this agreement and the validity of the remaining provisions shall not be affected. If any such deletion materially affects the interpretation of this agreement or the economic or legal substance of the transactions contemplated by it, then the parties shall negotiate in good faith with a view to agreeing a substitute provision which as closely as possible reflects the commercial intention of the parties.

10.8 Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

10.9 Third party rights

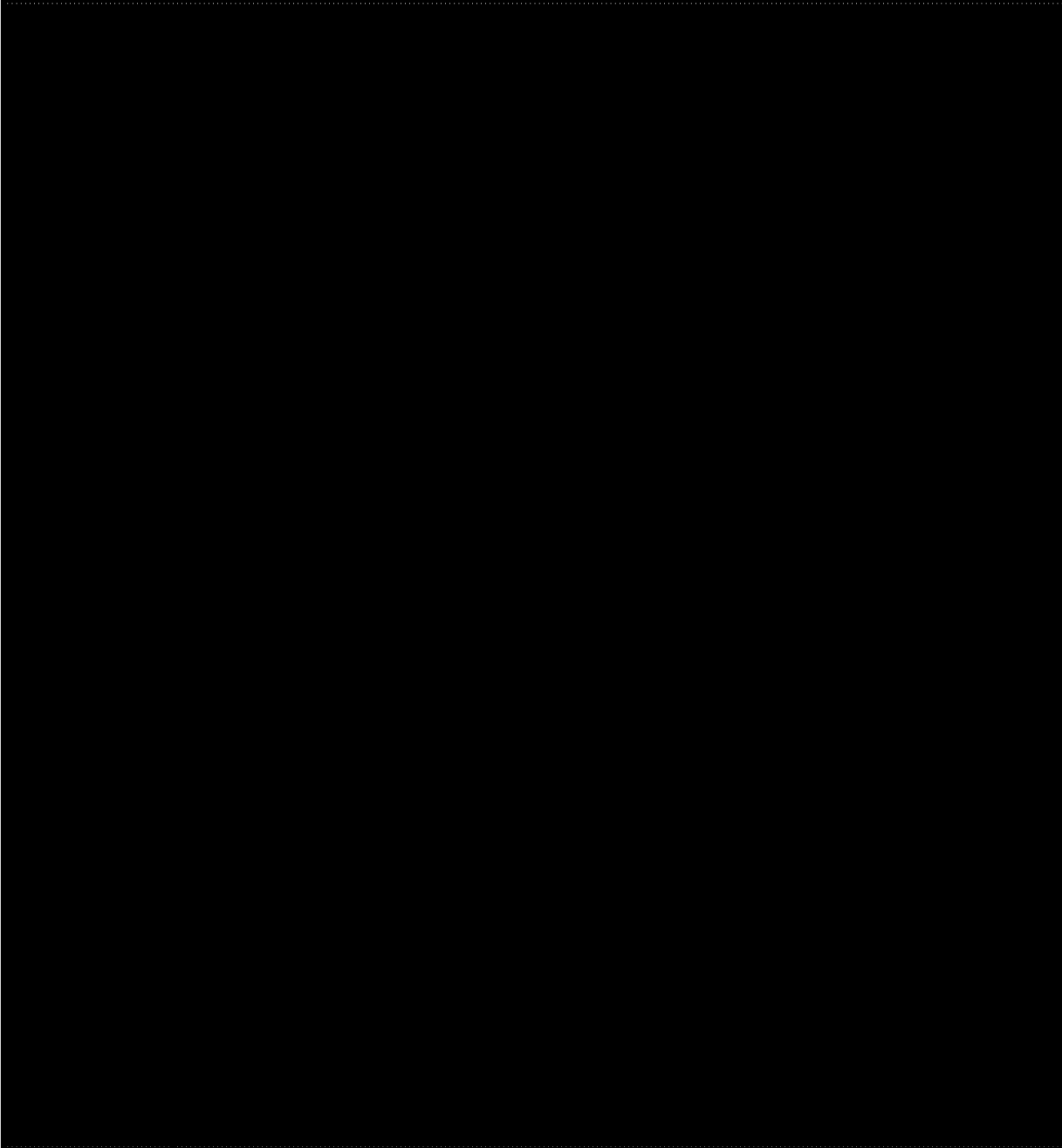
Nothing in this agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this agreement.

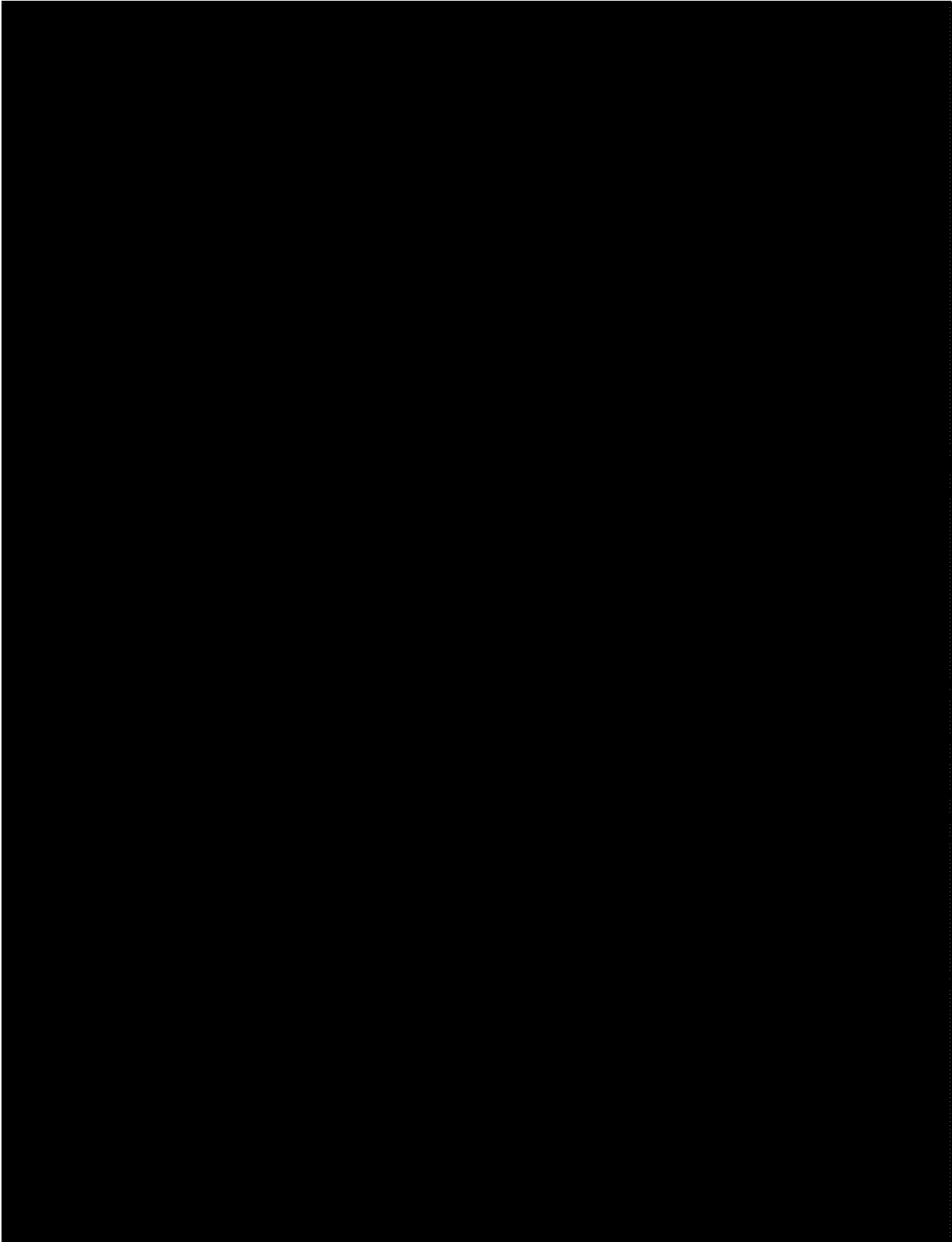
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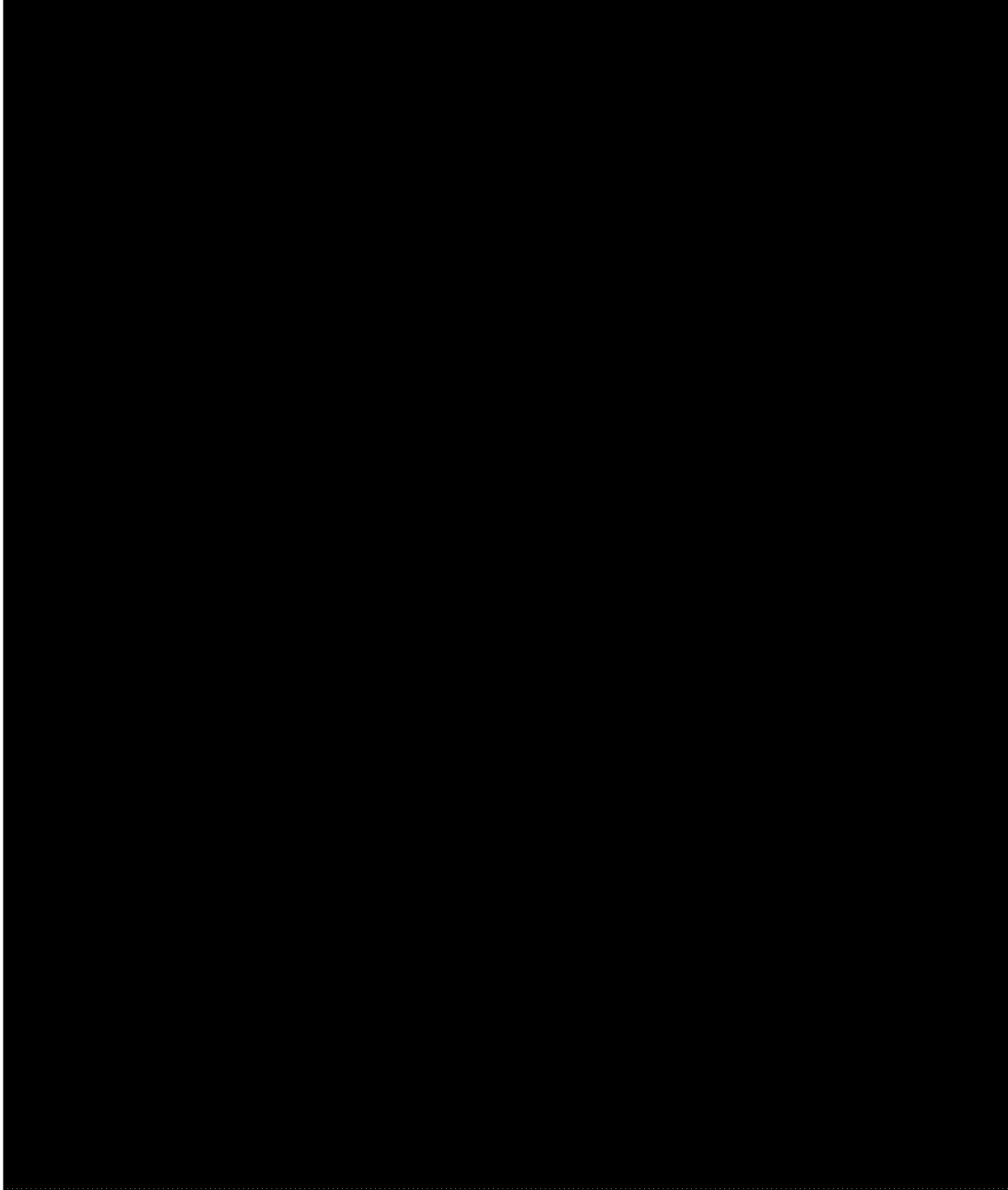
THOMSON REUTERS GLOBAL RESOURCES

Schedule 1

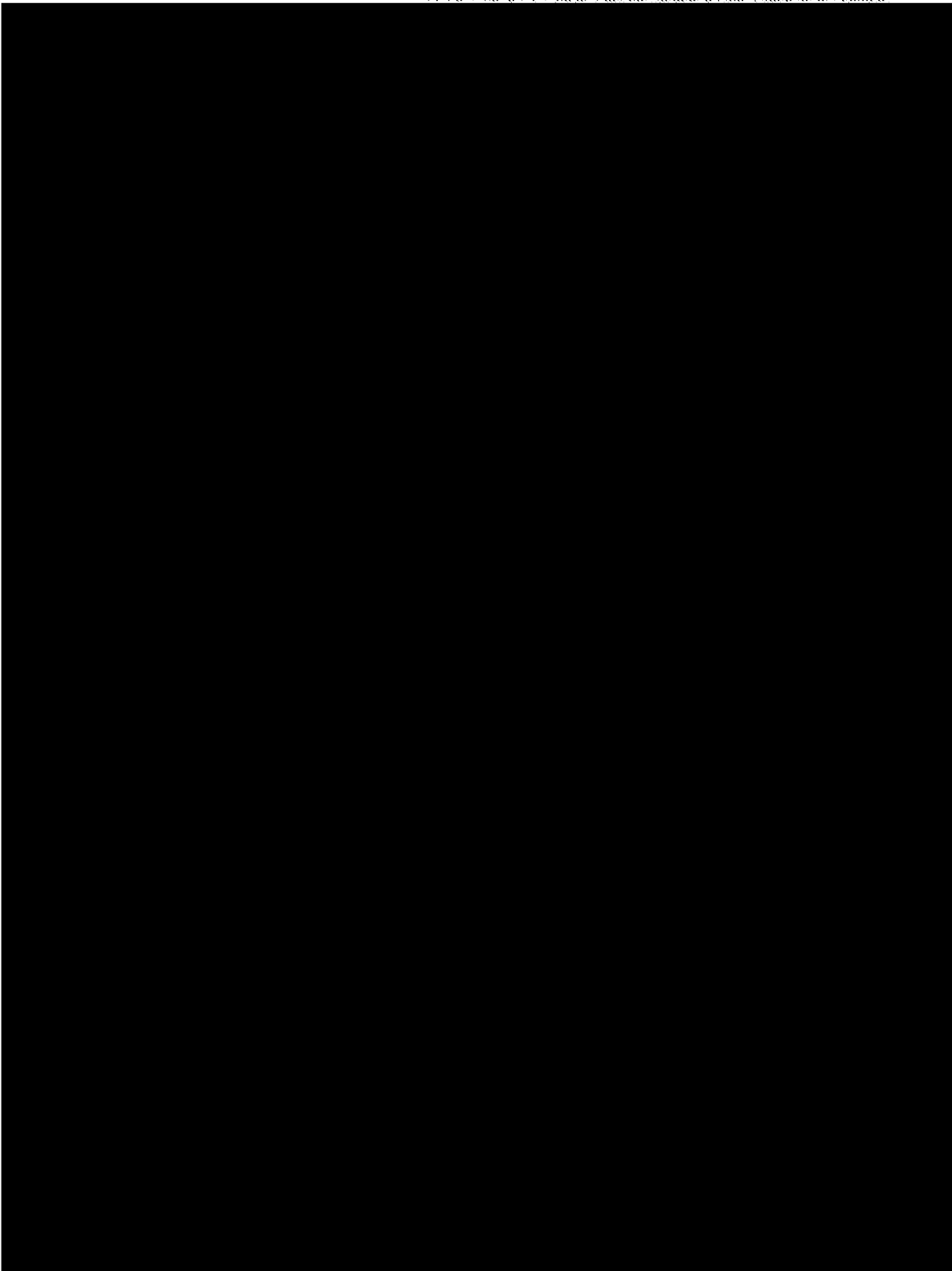
Assets

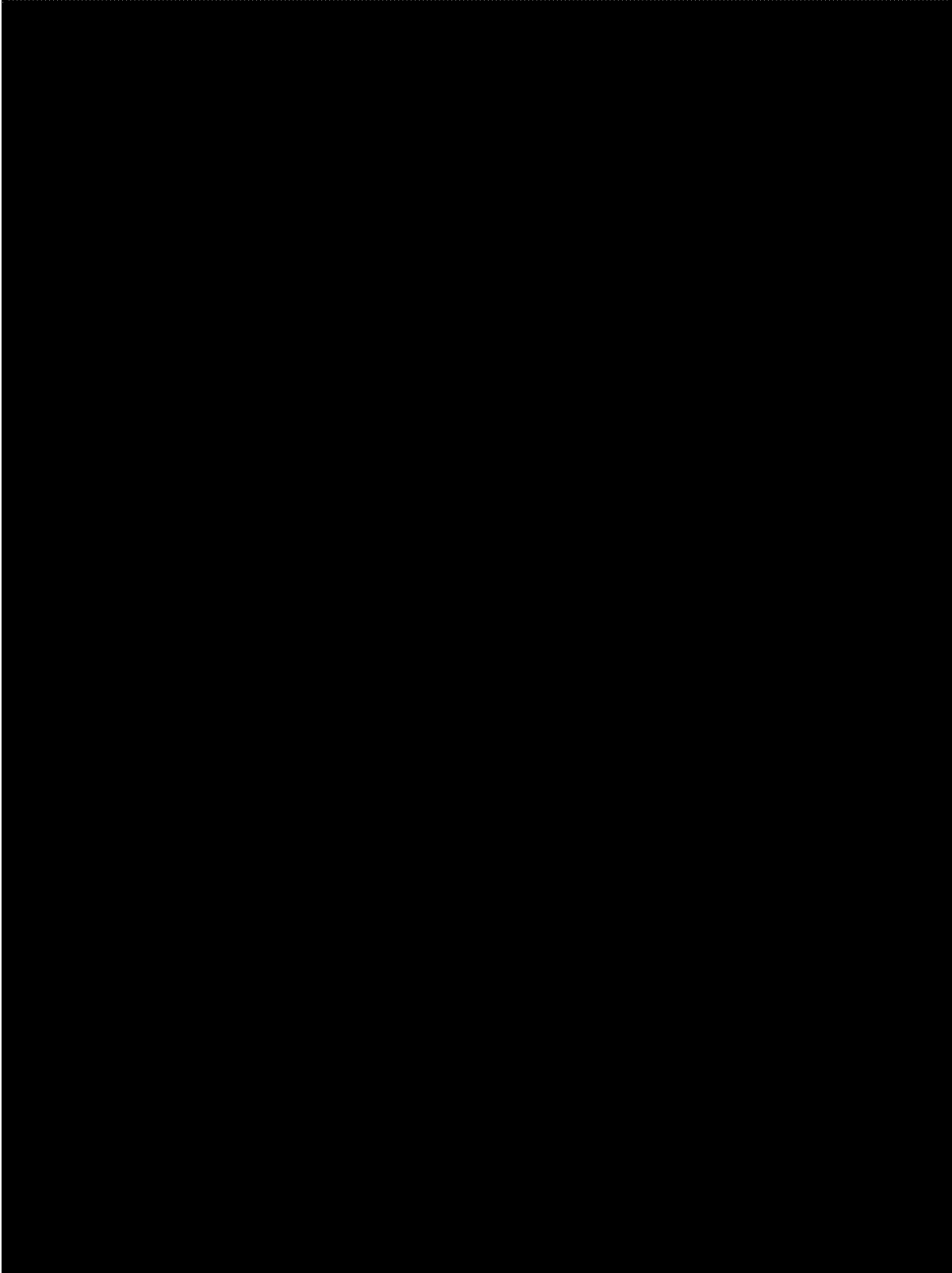


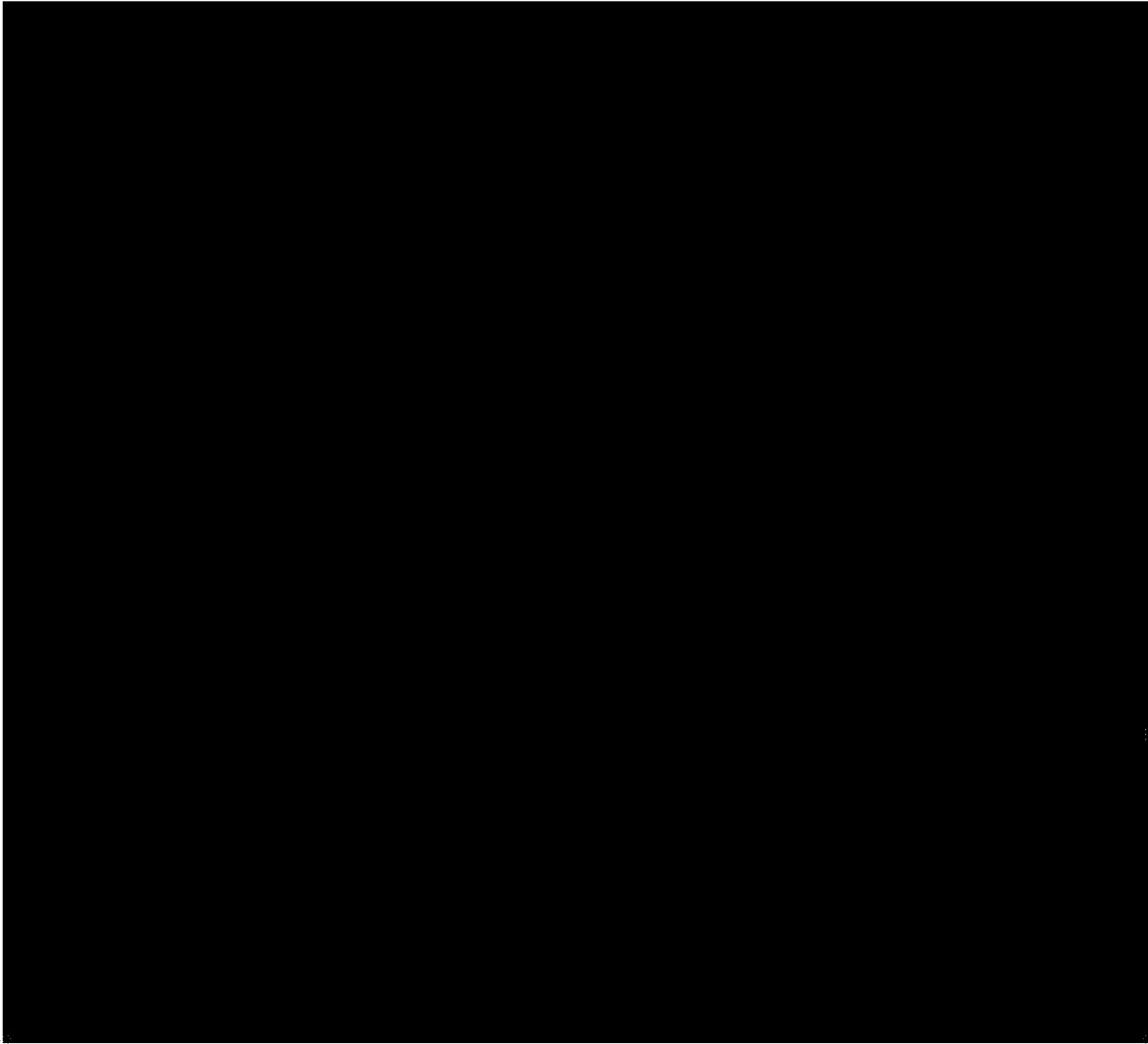




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Schedule 2

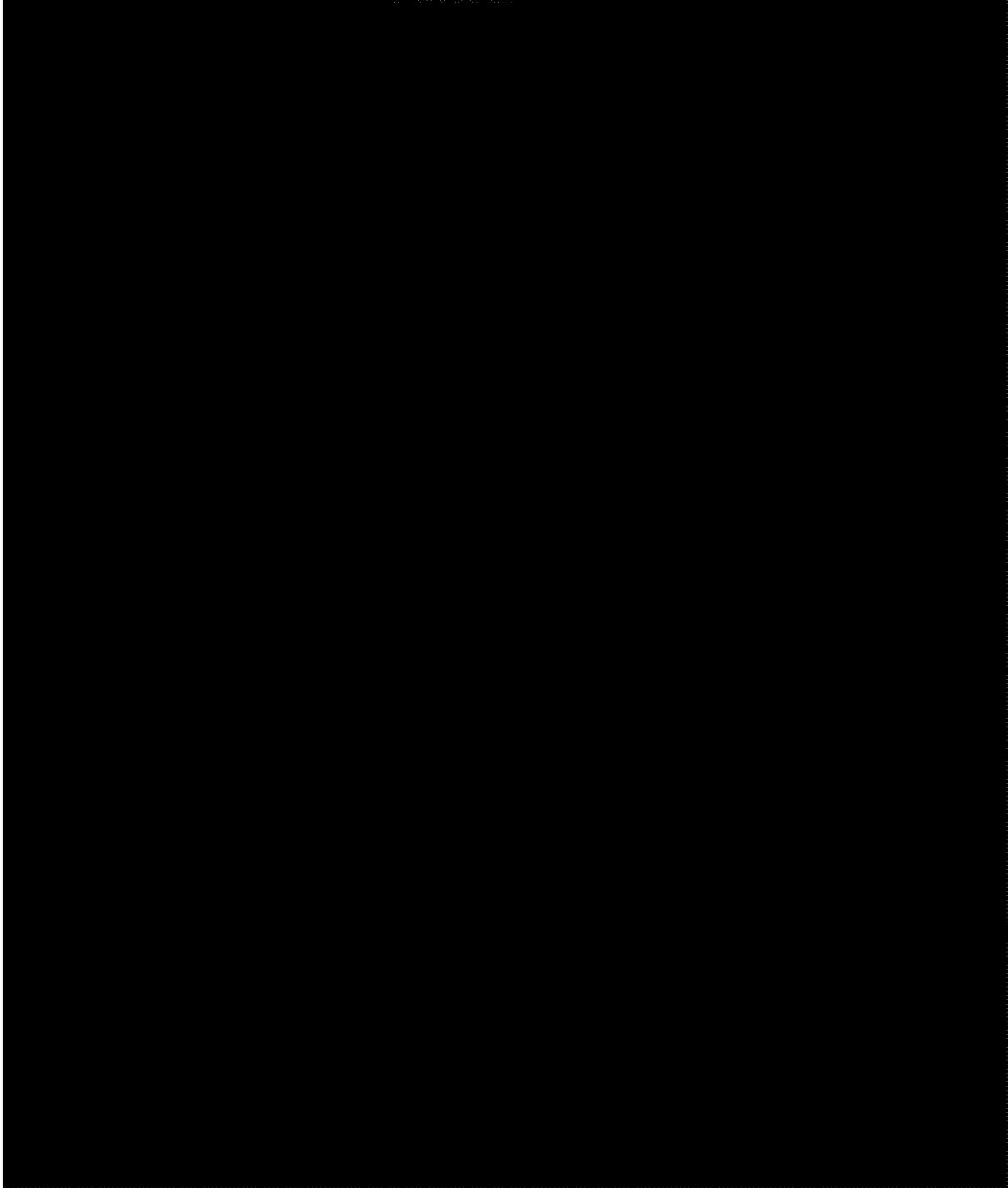
Patents

TITLE	Jurisdiction	Application No.	Publication No.	Patent No.	Filing No.	Publication date	Issue date
ONLINE FRAUD SOLUTION	UNITED STATES OF AMERICA	10/709,398	US-2005-0257261-A1	N/A	5/2/2004	11/17/2005	N/A
ONLINE FRAUD SOLUTION	UNITED STATES OF AMERICA	10/996,991	US-2007-0299777-A1	N/A	11/23/2004	12/27/2007	N/A
ENHANCED RESPONSES TO ONLINE FRAUD	UNITED STATES OF AMERICA	10/996,567	US-2007-0294762-A1	7,992,204	11/23/2004	12/20/2007	8/2/2011
EARLY DETECTION AND MONITORING OF ONLINE FRAUD	UNITED STATES OF AMERICA	10/996,566	US-2006-0068755-A1	7,870,608	11/23/2004	3/30/2006	1/11/2011
GENERATING PHISH MESSAGES	UNITED STATES OF AMERICA	10/996,568	US2007-294352-A1	8,041,769	11/23/2004	12/20/2007	10/18/2011
ADVANCED RESPONSES TO ONLINE FRAUD	UNITED STATES OF AMERICA	10/996,993	US-2007-0192853-A1	7,913,302	11/23/2004	8/16/2007	3/22/2011
METHODS AND SYSTEMS FOR ANALYZING DATA RELATED TO POSSIBLE ONLINE FRAUD	UNITED STATES OF AMERICA	10/997,626	US-2006-0069897-A1	7,457,823	11/23/2004	3/30/2006	11/25/2008
METHODS AND SYSTEMS FOR ANALYZING DATA RELATED TO POSSIBLE ONLINE FRAUD	UNITED STATES OF AMERICA	12/263,791	US-2009-0064330-A1	N/A	11/3/2008	3/5/2009	N/A
POLICING INTERNET DOMAINS	UNITED STATES OF AMERICA	11/009,524	N/A	7,548,968	12/10/2004	N/A	6/16/2009
METHOD AND SYSTEM FOR SEARCHING AND MONITORING INTERNET TRADEMARK USAGE	UNITED STATES OF AMERICA	09/612,766	N/A	7,346,605	7/10/2000	N/A	3/18/2008
DETECTING ONLINE ABUSE IN IMAGES	UNITED STATES OF AMERICA	11/670,291	US-2008-0008348-A1	7,925,044	2/1/2007	1/10/2008	4/12/2011
DOMAIN NAME OWNERSHIP VALIDATION	UNITED STATES OF AMERICA	11/685,311	US-2008-0034211-A1	7,493,403	3/13/2007	2/7/2008	2/17/2009
DOMAIN NAME OWNERSHIP VALIDATION	UNITED STATES OF AMERICA	12/349,042	US-2009-0119402-A1	7,761,583	1/6/2009	5/7/2009	7/20/2010
BRAND NOTIFICATION SYSTEMS AND METHODS	UNITED STATES OF AMERICA	12/349,859	US-2009-0119143-A1	N/A	1/7/2009	5/7/2009	N/A

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Schedule 3

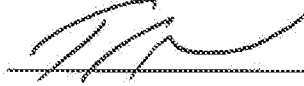
Trade Marks



IN WITNESS WHEREOF, this agreement has been executed on the date of signature below.

Mark Monitor Inc.

Thomson Reuters Global Resources

By  _____

By _____

Name: Tom Ryden

Name:

Title: SVP, Finance

Title:

Date: 12/19/2013

Date:

By _____

Name:

Title:

Date:

THOMSON REUTERS GLOBAL RESOURCES

IN WITNESS WHEREOF, this agreement has been executed on the date of signature below.

Mark Monitor Inc.

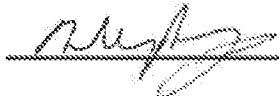
Thomson Reuters Global Resources

By _____

Name:

Title:

Date:

By  _____

Name:

Joanna L. Murphy
Chief Counsel

Title:

Date:

30/12/2013

By  _____

Name:

Paul Lockyer

Title:

Managing Director TRGR

Date:

30-12-2013

Signature page to TRGR IP Assignment (US entities installment sale) - Mark Monitor Inc.