# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3703533

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	01/01/2016

# **CONVEYING PARTY DATA**

Name	Execution Date	
BUSINESS INTEGRITY LIMITED	01/01/2016	

# **NEWLY MERGED ENTITY DATA**

Name	Execution Date	
THOMSON REUTERS GLOBAL RESOURCES	01/01/2016	

# MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	THOMSON REUTERS GLOBAL RESOURCES		
Street Address:	NEUHOFSTRASSE 1		
City:	6340 BAAR		
State/Country:	SWITZERLAND		

# **PROPERTY NUMBERS Total: 13**

Property Type	Number
Patent Number:	9122667
Patent Number:	7472343
Patent Number:	8788929
Patent Number:	7506251
Patent Number:	8302003
Patent Number:	7380201
Patent Number:	7363579
Patent Number:	7818304
Patent Number:	8700668
Patent Number:	7757160
Patent Number:	7992080
Patent Number:	8745050
Patent Number:	8234563

# **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

PATENT

503656899 REEL: 037536 FRAME: 0017

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: shannon.murphy1@thomsonreuters.com

Correspondent Name: THOMSON REUTERS GLOBAL RESOURCES

Address Line 1: NEUHOFSTRASSE 1

Address Line 4: 6340 BAAR, SWITZERLAND

NAME OF SUBMITTER: SHANNON MURPHY

SIGNATURE: /Shannon Murphy/

**DATE SIGNED:** 01/20/2016

**Total Attachments: 14** 

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PATENT REEL: 037536 FRAME: 0018

# INTELLECTUAL PROPERTY ASSIGNMENT (ContractExpress)

This INTELLECTUAL PROPERTY ASSIGNMENT is made and entered into on the last date of signature below and effective as of 1 January, 2016 (the *Effective Date*), between:

- Business Integrity Ltd., a company incorporated under the laws of England and Wales with its principal place of business 2<sup>nd</sup> floor, 1 Mark Square, Leonard Street, London, EC2A 4EG, United Kingdom (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 legal and 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, 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. For the purposes of this definition, 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.

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

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

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

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

TRGR IP Assignment (standard), v.2.0

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 Transferred 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 <a href="http://opensource.org">http://opensource.org</a>), 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 Twelve Million, Three Hundred Thousand US Dollars (US\$ 12,300,000.00), 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, 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 In this agreement, the following rules of interpretation will apply:
  - (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) a reference to "this agreement" or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time;
  - the schedules form part of this agreement and any reference to this agreement includes the schedules;
  - (f) references to clauses and schedules are to clauses of and schedules to this agreement, and references to paragraphs are to paragraphs of the schedules;
  - (g) use of the words "includes" or "including" means "includes (or including), without limitation";
  - (h) references to "writing" or "written" include email and other electronic forms of communication;

Page 2 of 14

- 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;
- 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) references 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 Assignor shall deliver to TRGR all Tangible Materials within 30 days of any request by TRGR to do so.
- 2.3 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.
- 2.4 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. Assignor will co-operate fully with TRGR in seeking to obtain such Consents.
- 3.3 TRGR shall co-operate with and provide reasonable assistance to Assignor in giving and obtaining the notices and 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.

Page 3 of 14

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 Contract.

#### 4. PURCHASE PRICE

- 4.1 In consideration of the assignment of the Transferred Assets, TRGR shall pay to Assignor the 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, 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 not, without TRGR's prior written Consent, to 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 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 3.1, 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

Page 4 of 14

- (c) have the effect of requiring that all or any part 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 any 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 the 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 Assignor 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.

Page **5** of **14** 

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 Switzerland.
- 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 the courts of Switzerland.

#### 10. GENERAL

#### 10.1 Counterparts and Execution

- (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 in Adobe™ Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterpart of this agreement.
- (c) This agreement, any variation of it, and any Consent required under it may be given or executed electronically using a recognized digital transaction management platform including that provided by DocuSign Inc., and any requirement in this agreement to a document being "signed" shall be interpreted accordingly.

# 10.2 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.

# 10.3 Public Statement

- (a) Neither party shall make any public statement about this agreement without the other party's prior written Consent.
- (b) Where either party (or any Affiliate of either party) is required to provide a public statement about this agreement in order to comply with any requirement of applicable law, that party shall notify the other party before making any such statement, and obtain the other party's written approval of such statement (such approval not to be unreasonably withheld or delayed).
- (c) Neither party shall use the other party's trademarks in any manner unless it has first obtained that party's written Consent which may be given in that party's sole discretion.

Page **6** of **14** 

#### 10.4 Notices

- (a) Subject to clause 10.4(c), any notice, demand or other communication given or made under or in connection with the matters contemplated by this agreement shall be in writing and shall be delivered personally or sent by electronic mail (including by means of a recognized digital transaction management platform), or prepaid first class post (air mail if posted cross-border) to the address of the parties specified at the start of this agreement or to such address as a party shall notify (in accordance with this clause 10.4(a)). Notices to TRGR shall be sent to the attention of the Chief Counsel. Notices to the Assignor shall be sent to the attention of an authorized signatory of the Assignor, or to such other person as the Assignor may designate from time to time.
- (b) Any electronic communication made between the parties will be effective only when actually received in readable form.
- (c) Notices to be served under clause 7.3 may not be sent by electronic mail and shall be delivered by means of a recognized digital transaction management platform or by prepaid first class post in accordance with clause 10.4(a).

## 10.5 Entire agreement

- (a) This agreement, together with any ancillary documents referred to herein, constitutes the entire agreement between the parties and supersedes all prior agreements and undertakings (whether written or oral) between them relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

## 10.6 Waiver

- (a) A waiver of any right or remedy under this agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- (b) A failure or delay by a party to exercise any right or remedy provided under this agreement shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement shall prevent or restrict the further exercise of that or any other right or remedy.

# 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:
  - 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.

Page **7** of **14** 

(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.

[Remainder of page intentionally left blank; signature page follows]

Page 8 of 14

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

# **Business Integrity Ltd.**

## **Thomson Reuters Global Resources**

DocuSigned by: By

DocuSigned by:

Matthew Keen Name:

Joanna Murphy Name:

Chief Financial Officer, Legal UK‡fitle: Title:

Chief Counsel

21/12/2015 Date:

30/12/2015

Ву

Date:

By

David Chapman

DocuSigned by:

Name: Title:

CFO, TRGR

Date:

21/12/2015

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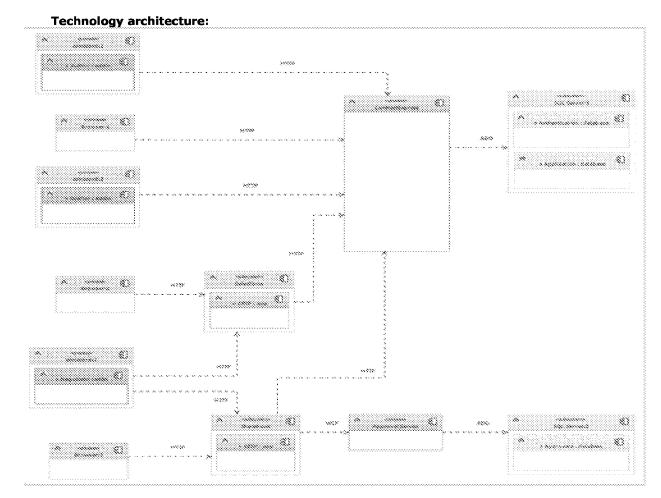
## Schedule 1

#### **Assets**

## A. Technology

All technology comprised in the ContractExpress document automation solution, together with all related manuals, technical documentation, training material and user guides. The technology assets consist of:

- 1. **The core application service:** A .NET web application developed in C#, Angular JavaScript and HTML 5. The application uses Microsoft SQL Server as its database service;
- 2. Template design/authoring component: A Microsoft COM Word plug-in;
- 3. **Negotiator:** A COM Word plug-in, which coordinates and negotiates edits in SharePoint and Sales force instances;
- RESTful APIs: Enables a user to integrate their own applications with the forms automation features;
- Software Binaries: All Business Integrity binaries hosted at <a href="http://downloads.business-integrity.com">http://downloads.business-integrity.com</a>; and
- Software Source Code: All Source Code created by Business Integrity residing in the Git repository, the Perforce repository and the Sourcesafe repository.



TRGR IP Assignment (standard), v.2.0

Page **10** of **14** 

# Schedule 2

# **Patents**

# A. Non-US Patents:

Case Ref.	Official No (Current)	Title	Case Status	Country	Property Type	Next Renewal Fee Due
P/50948. AU01	2007200386	Debugging of Master Documents	Registered	Australia	Patent	30 January 2016
P/50951. AU01	2007200384	Definitions in Master Documents	Registered	Australia	Patent	30 January 2016
P/47013. AU01	2003202014	DOCUMENT GENERATION	Registered	Australia	Patent	13 January 2016
P/47013. NZ01	534150	DOCUMENT GENERATION	Registered	New Zealand	Patent	No more fees
P/47013. ZA01	2004/5595	DOCUMENT GENERATION	Registered	South Africa	Patent	13 January 2016
P/46898. AU01	2005220377	ONCHANGE HANDLERS	Registered	Australia	Patent	04 March 2016
P/50950. AU01	2007200383	Representation of Mark-up of Master Documents	Registered	Australia	Patent	30 January 2016
P/50949. AU01	2007200385	Re-Usable Clauses	Registered	Australia	Patent	30 January 2016

# **B. US Patents:**

App. S/N	Status	Patent No.	Publication Number	Atty. Docket No.	Issued	Next Maintenance Fee Window
10/347,785	Issued	9,122,667	US 2003- 0140053 A1	760-014	01-Sep-15	01 Sept 2018 - 01 Sept 2019
10/434,753	Issued	7,472,343	US 2004- 0060005 A1	760-013	30-Dec-08	30 Dec 2015 - 30 Dec 2016
10/598,654	Issued	8,788,929	US 2007- 0266328 A1	760-022	22-Jul-14	22 July 2017 – 22 July 2018
10/932,017	Issued	7,506,251	US 2005- 0050444 A1	760-008	17-Mar-09	17 Mar 2016 - 17 Mar 2017
10/932,266	Issued	8,302,003	US 2005- 0050464 A1	760-012	30-Oct-12	30 Oct 2015 – 30 Oct 2016
10/933,252	Issued	7,380,201	US 2005- 0050445 A1	760-009	27-May- 08	27 May 2019 - 27 May 2019
10/933,273	Issued	7,363,579	US 2005- 0050078 A1	760-011	22-Apr-08	22 April 2019 – 22 April 2020
11/360,451	Issued	7,818,304	US 2006- 0190816 A1	760-020	15-Apr-14	15 April 2017 – 15 April 2018

TRGR IP Assignment (standard), v.2.0

Page 11 of 14

App. S/N	Status	Patent No.	Publication Number	Atty. Docket No.	Issued	Next Maintenance Fee Window
11/466,152	Issued	8,700,668	US 2007- 0050383 A1	760-021	15-Apr-14	15 April 2017 – 15 April 2018
11/668,702	Issued	7,757,160	US 2007- 0192760 A1	760-025	13-Jul-10	13 July 2017 – 13 July 2018
11/668,721	Issued	7,992,080	US 2007- 0192688 A1	760-026	02-Aug-11	2 Aug 2018 – 2 Aug 2019
11/669,204	Issued	8,745,050	US 2007- 0192355 A1	760-027	03-Jun-14	3 June 2017 – 3 June 2018
11/855,296	Issued	8,234,563	NA	760-028	31-Jul-12	31 July 2019 – 31 July 2020

Page 12 of 14

#### Schedule 3

#### Trade Marks

## A. Registered trade marks

All rights in the following registered marks (including applications for registration):

Case Ref.	Official No (Current)	Title	Case Status	Country	Property Type	Class(es)	Next Renewal Fee Due
T/15482. GB02	2468989	BUSINESS INTEGRITY (word)	Registered	United Kingdom	Trade Mark	9	09 October 2017
T/15483. AU01	1250533	DEALBUILDER	Registered	Australia	Trade Mark	09, 41, 42	09 July 2018
T/15483.E M01	4051967	DEALBUILDER	Registered	European Community	Trade Mark	09, 16, 41,42	31 October 2024
T/20124. AU01	1306261	CONTRACTEXPRESS	Registered	Australia	Trade Mark	9	25 June 2019

## B. Unregistered trade marks

All rights in the following unregistered marks and trade names, for use worldwide with the exception of the United States of America and Canada:

- BUSINESS INTEGRITY;
- CONTRACTEXPRESS;
- 3. DEALBUILDER;
- 4. NDA EXPRESS;
- NDA QUICKSTART; and
- 6. QUICKSTART.

### C. Logos:

- ContractExpress Three Orange Sails Logo at <a href="http://www.business-integrity.com/media-kit/">http://www.business-integrity.com/media-kit/</a>; and
- Business Integrity Three Waves Logo at <a href="http://www.business-integrity.com/media-kit/">http://www.business-integrity.com/media-kit/</a>.

# D. Straplines:

- 1. The Strapline "Document Automation that Works";
- The Strapline "Trusted by Legal, loved by the business";
- 3. The Strapline "Trusted by lawyers, loved by users";
- 4. The Strapline "Trusted by lawyers, loved by clients"; and
- 5. The Strapline "PDF or Lawyer".

#### E. Domain names

All rights in the following:

- 1. business-integrity.co.uk;
- business-integrity.com;
- businessintegrity.co.uk;
- businessintegrity.com;
- cesharepoint.com;
- contract-express.com;
- 7. contract-xpress.com;
- contractexpress.com;
  contractexpress.info;
- 10. contractexpress.me;
- contractexpress.mobi;

TRGR IP Assignment (standard), v.2.0

Page 13 of 14

- contractexpress.net;
- 13. contractexpress.org;
- 14. contractintegrity.com;
- 15. corboda.com;
- 16. document-assembly-software.com;
- 17. document-assembly.com;
- 18. document-assembly.net;
- 19. document-creation.com;
- 20. documentassemblysoftware.com;
- 21. documentautomationsoftware.com;
- 22. globallawllp.com;
- 23. hosteddealbuilder.com;
- 24. hrcontract.com;
- 25. legal-document-assembly.com;
- 26. legaldocumentassembly.com;
- 27. nda-express.com;
- 28. nda-quick-start.com;
- 29. nda-quickstart.com;
- 30. nda-xpress.com;
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- 32. ndaexpress.info;
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- 34. ndaquickstart.com;
- 35. ndaxpress.com;
- 36. online-document-assembly.com;
- 37. onlinedocumentassembly.com;
- 38. salescontract-express.com;
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- 40. salescontractautomation.com;
- 41. salescontractcreation.com;
- 42. salescontractexpress.com;
- 43. salescontractxpress.com;
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- 45. selfservicecontract.com; and
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RECORDED: 01/20/2016

Page 14 of 14

REEL: 037536 FRAME: 0032