

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3955040

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| THE WORLD MARKETS COMPANY PLC | 04/01/2016 |
| RECEIVING PARTY DATA | |
| Name: | REUTERS LIMITED |
| Street Address: | THE THOMSON REUTERS BUILDING - 30 SOUTH COLONNADE |
| City: | CANARY WHARF, LONDON |
| State/Country: | UNITED KINGDOM |
| Postal Code: | E14 5EP |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Patent Number: | 7433837 |
| Patent Number: | 7653579 |
| Patent Number: | 8001027 |
| Patent Number: | 8301531 |
| 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> | |
| Phone: | 6462234354 |
| 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: | 07/11/2016 |
| Total Attachments: 9 | |
| source=1_6 Patent Assignment Agreement between TR and WM dated 1 April 2016#page1.tif | |
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IP ASSIGNMENT - PATENTS

DATED 1 APRIL 2016

REUTERS LIMITED
as Assignee

AND

THE WORLD MARKETS COMPANY PLC
as Assignor

IP ASSIGNMENT - PATENTS

dated 1 April 2016

PARTIES:

1. **THE WORLD MARKETS COMPANY PLC** (registered number SC088378) whose registered office is at 525 Ferry Road, Edinburgh, EH5 2AW, UK (the **Assignor**); and
2. **REUTERS LIMITED** (registered number 00145516) whose registered office is at The Thomson Reuters Building, 30 South Colonnade, Canary Wharf, London, E14 5EP, UK (the **Assignee**),

(each, a **party** and together, the **parties**)

WHEREAS:

(A) This Agreement is entered into pursuant to a sale of business agreement dated 1 April 2016 between the Assignor, the Assignee and State Street Corporation (as Guarantor) (the **Sale of Business Agreement**).

(B) By the Sale of Business Agreement, the Assignor has agreed to assign to the Assignee the intellectual property rights shown in Schedule 1 to this Agreement on the terms of this Agreement.

Words and expressions used in this Agreement shall be interpreted in accordance with Schedule 2.

IT IS AGREED:

1. ASSIGNMENT

Pursuant to and for the consideration set out in the Sale of Business Agreement, the Assignor assigns to the Assignee, all its right, title and interest in and to the Business Intellectual Property Rights to the said Assignee as the assignee of the entire right, title and interest of the Assignor in and to the same, for the use of the said Assignee, its successors and assigns, including:

- (a) all statutory and common law rights attaching to the Business Intellectual Property Rights; and
- (b) the right to sue (and to retain damages recovered) in respect of any infringement or unauthorised use of the Business Intellectual Property Rights that may have occurred before the date of this Agreement.

2. FURTHER ASSURANCE

2.1 On or after Completion (as defined in the Sale of Business Agreement) each of the Assignor and the Assignee at their own respective costs shall, for a period of 12 months from Completion, execute and do (or procure to be executed and done by any other necessary party) all such deeds, documents, acts and things as may be required by law or be necessary to implement and give full effect to this Agreement (including the recordal of the transfer of the Business Intellectual Property Rights).

3. VAT

3.1 If any VAT is properly chargeable in respect of any supply made by the Assignor under this agreement, the Assignee shall, subject to the receipt of a proper VAT invoice in respect of such supply, pay to the Assignor the amount of that VAT at the same time as any other consideration for such supply.

3.2 Each amount stated as payable by the Assignee under this agreement is exclusive of VAT (if any) which is chargeable on the supply or supplies for which such amounts are consideration and is to be construed as a reference to that amount plus any VAT in respect of it.

4. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement if the failure or delay is due to any cause beyond its reasonable control, and it shall be entitled to a reasonable extension of the time for performing the obligations as a result of the cause.

5. COSTS

Except as otherwise provided in this Agreement, the Assignor and the Assignee shall each be responsible for its own costs, charges and other expenses incurred in connection with this Agreement.

6. WHOLE AGREEMENT

This Agreement and the Sale of Business Agreement together contain the whole agreement between the parties relating to the transactions contemplated by this Agreement and supersede all previous agreements, whether oral or in writing, between the parties relating to such transactions. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement.

Each party acknowledges that in agreeing to enter into this Agreement it has not relied on any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of any other party at any time before the entering of this Agreement. Each party waives all rights and remedies which, but for this Clause 6, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance.

7. WAIVERS, RIGHTS AND REMEDIES

Except as expressly set out in this Agreement no failure or delay by either party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

8. COUNTERPARTS

This Agreement may be executed in any number of counterparts, any by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

9. VARIATIONS

No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

10. INVALIDITY

Each of the provisions of this Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

11. NO THIRD PARTY ENFORCEMENT RIGHTS

A person who is not a party to this Agreement shall have no right under any statutory provision to enforce any of its terms.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, English law.

12.2 The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Agreement (including claims for set-off and counterclaims), including disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement; and (ii) any non-contractual obligations arising out of or in connection with this Agreement. For such purposes each party irrevocably submits to the jurisdiction of the English courts.

SCHEDULE 1**PATENTS**

| Registered owner / applicant | Jurisdiction | Application number | Publication number | Date filed | Date granted | Title |
|-------------------------------------|---------------------|---------------------------|---------------------------|-------------------|---------------------|---|
| The World Markets Company PLC | USA | 09/972,193 | US 7,433,837 B2 | 9 October 2001 | 7 October 2008 | Apparatus and methods for handling trading data |
| The World Markets Company PLC | USA | 12/247,045 | US 7,653,579 B2 | 7 October 2008 | 26 January 2010 | Apparatus and methods for handling trading data |
| The World Markets Company PLC | USA | 12/693,020 | US 8,001,027 B2 | 25 January 2010 | 16 August 2011 | Apparatus and methods for handling trading data |
| The World Markets Company PLC | USA | 13/209,031 | US 8,301,531 B2 | 12 August 2011 | 30 October 2012 | Apparatus and methods for handling trading data |

SCHEDULE 2

DEFINITIONS AND INTERPRETATION

1. Definitions. In this Agreement, the following words and expressions shall have the following meanings:

Business Intellectual Property Rights means the Intellectual Property Rights specifically listed in Schedule 1;

Connected Person is defined in clause 6;

Intellectual Property Rights means (a) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered), (b) applications for registration, and rights to apply for registration, of any of the foregoing rights and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world; and

Sale of Business Agreement is defined in Recital A;

2. Interpretation. In this Agreement, unless the context otherwise requires:

(a) references to a **person** include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);

(b) headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender include all genders;

(c) references to any English legal term or concept shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;

(d) references to sterling or pounds sterling or £ are references to the lawful currency from time to time of England; and

(e) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

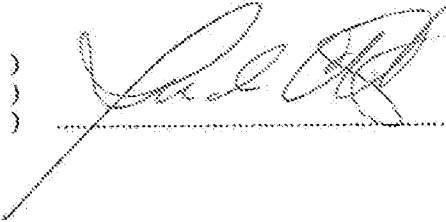
3. Enactments. Except as otherwise expressly provided in this Agreement, any express reference to an enactment (which includes any legislation in any jurisdiction) includes references to (i) that enactment as amended, consolidated or re-enacted by or under any other enactment before or after the date of this Agreement; (ii) any enactment which that enactment re-enacts (with or without modification); and (iii) any subordinate legislation (including regulations) made (before or after the date of this Agreement) under that enactment, as amended, consolidated or re-enacted as described in (i) or (ii) above except to the extent that any of the matters referred to in (i) to (iii) above occurs after the date of this Agreement and increases or alters the liability of the Assignor or the Assignee (or any person on whose behalf it is acting as agent pursuant to this Agreement) under this Agreement.

4. Schedules. The Schedules comprise schedules to this Agreement and form part of this Agreement.

5. Inconsistencies. Where there is any inconsistency between the definitions set out in this Schedule and the definitions set out in any clause or any other Schedule, then, for the purposes of construing such clause or Schedule, the definitions set out in such clause or Schedule shall prevail.

SIGNATORIES

EXECUTED by REUTERS LIMITED)
acting by)
.....)
a Director



PRISCILLA HUGHES
DIRECTOR
REUTERS LIMITED

EXECUTED by THE WORLD)
MARKETS COMPANY PLC)
acting by)
.....)
a Director)
and)
.....)
a Director

.....
.....

SIGNATORIES

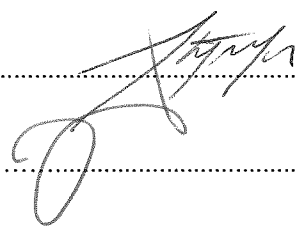
EXECUTED by **REUTERS LIMITED**)
acting by)
_____)
a **Director**)

.....

EXECUTED by **THE WORLD**)
MARKETS COMPANY PLC)
acting by)
_____)
a **Director**)
and)
_____)
a **Director**)

STEFAN LAVERIC

JAMES LORRY


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