

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4099164

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARC VOGEL	07/01/2016
RECEIVING PARTY DATA	
Name:	ENABLON
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City:	COURBEVOIE
State/Country:	FRANCE
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7461078
CORRESPONDENCE DATA	
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<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>	
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NAME OF SUBMITTER:	BENOIT CASTEL
SIGNATURE:	/Benoit Castel/
DATE SIGNED:	10/17/2016
Total Attachments: 11	
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PATENT ASSIGNMENT AGREEMENT

JULY 1, 2016

between

MR DAN VOGEL

and

MR MARC VOGEL

as the Assignors

and

ENABLON

as the Assignee

ALLEN & OVERY

Allen & Overy LLP



PATENT
REEL: 040029 FRAME: 0195

THIS PATENT ASSIGNMENT AGREEMENT is made on July 1, 2016,

BETWEEN:

- (1) **MR. DAN VOGEL**, born on 26 March 1972 in La Celle Saint Cloud (France), of French nationality, and currently residing at 9 rue de la Feuillaume, 92420 Vaucresson (France) (**Assignor 1**);
 - (2) **MR. MARC VOGEL**, born on 24 May 1974 in La Celle Saint Cloud (France), of French nationality and currently residing at 106 rue du 22 septembre, 92400 Courbevoie (France) (**Assignor 2**);
- and,
- (3) **ENABLON**, a French *société anonyme*, having its registered office located 2, boulevard Georges Clemenceau, Courbevoie (92400), France, registered with the registry of commerce and companies of Nanterre under registration number 433 246 097 (the **Assignee**).

Parties (1) and (2) are hereinafter also collectively referred to as the **Assignors**.

The parties to this patent assignment agreement (the **Agreement**) are hereinafter also collectively referred to as the **Parties** and each individually as a **Party**.

WHEREAS:

- (A) The Assignors are the owners of the patents and patent applications that are listed in Schedule 1 to this Agreement (together the **Patents**).
- (B) The Assignors have granted to the Assignee licence agreements under the Patents set out in Schedule 2 to this Agreement (the **License Agreements**). Until the date of this Agreement, the Patents have been used by the Assignee and its subsidiaries for EHS and GRC.
- (C) The Assignors and other shareholders of the Assignee will enter into a share purchase agreement, by which the shares in the Assignee are sold to Wolters Kluwer International Holding B.V. (the **SPA**).
- (D) The Assignors have agreed to assign and transfer the Patents to the Assignee and the Assignee accepts the assignment thereof, on the terms of this agreement.

IT IS AGREED as follows:

1. ASSIGNMENT

1.1

- 1.2 This assignment includes all rights and benefits relating to the Patents including, (without limitation), the right of the Assignee to bring action and claim relief in respect of any infringement or unauthorised use of the Patents whether occurring before, on, or after the date of this Agreement (including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief), and the right to collect royalties and other proceeds whether due and payable on or after the date of this Agreement under licences in relation to the Patents, if any.



- 1.3 This assignment includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of (the applications for) Patents, and to claim priority from those Patents or other applications that claim earlier rights from the Patents. This assignment further includes the right to all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of any application.
- 1.4 The Assignors agree, at the request and expense of the Assignee, to provide all reasonable assistance to the Assignee and its successors, assigns and legal representatives in connection with bringing or defending any proceedings in relation to the Patents during the period of three years from the date of this Agreement.
- 1.5 The Assignors agree at the request of the Assignee and at the Assignee's expense, to sign any documents and to do all other things which the Assignee reasonably considers to be necessary to give effect to this assignment as soon as reasonably practicable, including, enabling the Assignee to record the assignment of the Patents in the relevant patent registers.

2. TERMINATION OF LICENSE AND WAIVER

- 2.1 The Assignors and the Assignee hereby terminate any right to use or any license agreement between the Assignors (or either of them) and the Assignee relating to the Patents, including, but not limited to the License Agreements. Each Party hereby waives any and all rights or claims that they may have against the other Party under the License Agreements, and fully discharge the other Parties of any obligations under the License Agreements, whether such obligations, rights or claims have accrued before or after the date of this Agreement.
- 2.2 The Assignors hereby each waive any and all rights or claims that they may have against the Assignee in relation to the Patents save as set out in this Agreement.

3. FURTHER FORMALITIES

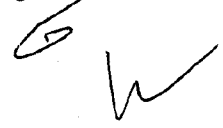
- 3.1 The Parties agree that this Agreement will be used as a title in order to apply for the recording of the change of ownership of the Patents in the relevant registers. The Assignee shall bear all costs, taxes and fees for this recording. The Assignors hereby authorise the officials of the relevant registers in any applicable jurisdictions to record and register this assignment upon request by Assignee.
- 3.2 The Parties undertake to sign any further documents (unilateral and/or bilateral statements, letters, deeds, etc.) and to do all other things which may be necessary and convenient to give effect to this assignment, including any further specific deeds, as necessary under any applicable law governing the Patents or other rules applicable to the Patents, and to appoint the Parties' respective patent attorneys to carry out the formalities which are required for recording of the change of ownership of the Patents in the relevant registers.

4. POWERS OF ATTORNEY

- 4.1 The Assignors each hereby grant a full and irrevocable power of attorney to the Assignee to effect all formalities and transactions referred to in Clause 3 hereof. This power of attorney includes signing deeds, and other documents, and making applications and/or submitting documents to the relevant authorities.

5. PROSECUTION COSTS

The Assignee will bear the costs of maintenance and prosecution of the Patents, including paying invoices for patent attorney or consultants' fees relating to activities performed up to the date of this Agreement for the prosecution, retention and renewal of the Patents, to the extent it was obligated to



bear such costs prior to the date of this Agreement, and pay such invoices on the basis of the License Agreements.

6. WARRANTIES AND INDEMNITIES

- 6.1 The Assignors only represent and warrant to the Assignee that they are the registered proprietor, and the beneficial and legitimate owner of the Patents, and that the Patents are free of all liens, charges, options, licences and encumbrances, save for the License Agreements.
- 6.2 Safe as expressed in Clause 6.1 hereof, the Patents are assigned "as is", without any warranty or indemnity whatsoever from the Assignors
- 6.3 The Parties acknowledge that the SPA includes warranties and indemnities of the Assignors in favour of Wolters Kluwer International Holding B.V. in respect of the Patents, this transfer and the consequences of this transfer.

7. RECORDS

The Assignors shall transfer to the Assignee (or to a nominee appointed by the Assignee) all original registration or grant certificates of the Patents, scanned copies of all prosecution files of the Patents and complete details of the relevant agents then currently responsible for management of the Patents on the date of this Agreement. Such transfer shall take place within sixty (60) calendar days from the date of this Agreement.

8. GENERAL

- 8.1 This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- 8.2 To the extent possible, each of the provisions of this Agreement will be interpreted in such a manner as to be valid and enforceable under applicable law.
- 8.3 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

9. NO RESCISSION

To the extent permitted by law, the Parties waive their rights, if any, to in whole or in part annul, rescind or dissolve this Agreement.

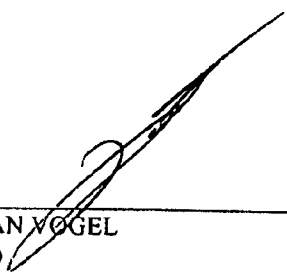
10. GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with the laws of France.

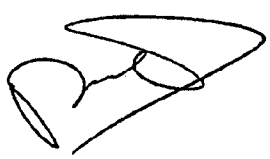


SIGNATORIES


This Agreement has been signed on behalf of the Parties by their duly authorised representatives on the date which appears first on page 1.



SIGNED by: DAN VOGEL
the Assignor (1)



SIGNED by: MARC VOGEL
For and on behalf of
the Assignor (2)



SIGNED by: DAN VOGEL
For and on behalf of ENABLON
the Assignee

SCHEDULE 1

PATENTS

Principal	First base request	Country	Country	Deposit Numer	Date of deposit	Publication number	Publication date	Delivery Number	Delivery Date	Owner	Name of the invention	Inventor
ENABLON		FR	France	00 10662	16/08/2000	2 813 132	22/02/2002	00 10662	31/01/2003	VOGEL Marc	Système d'interface d'accès aux données d'une base de données.	VOGEL Marc
ENABLON	FR 00 10662	EP	Europe	01965330.2	16/08/2001	1309929	14/05/2003			VOGEL Marc	Système d'interface d'accès aux données d'une base de données.	VOGEL Marc
ENABLON	FR 00 10662	US	USA	10/344948	16/08/2001	2004 0093318-A1	13/05/2004	7461078	02/12/2008	VOGEL Marc	Système d'interface d'accès aux données d'une base de données.	VOGEL Marc
ENABLON	FR 00 10662	CA	Canada	2419377	16/08/2001			2419377	22/11/2011	VOGEL Marc	Système d'interface d'accès aux données d'une base de données.	VOGEL Marc
ENABLON		FR	France	07 57494	11/09/2007	2 920 897	13/03/2009	07 57494	30/07/2010	VOGEL Marc, VOGEL Dan	Procédé d'interrogation d'une base de données et dispositif d'interrogation.	
ENABLON	FR 07 57494	EP	Europe	08836200.9	11/09/2008	2188745	26/05/2010			VOGEL Marc, VOGEL Dan	Procédé d'interrogation d'une base de données et dispositif d'interrogation.	
ENABLON	FR 07 57494	CA	Canada	2699397	11/09/2008					VOGEL Marc, VOGEL Dan	Procédé d'interrogation d'une base de données et dispositif d'interrogation.	
ENABLON	FR 07 57494	US	USA	12/677575	11/09/2008			8,825,632	02/09/2014	VOGEL Marc, VOGEL Dan	Procédé d'interrogation d'une base de données et dispositif d'interrogation.	

Principal	First base request	Country	Country	Deposit Numer	Date of deposit	Publication number	Publication date	Delivery Number	Delivery Date	Owner	Name of the invention	Inventor
ENABLON		FR	France	07 57498	11/09/2007	2 920 898	13/03/2009	07 57498	30/07/2010	VOGEL Marc, VOGEL Dan	Installation de gestion d'une base de données.	
ENABLON	FR 07 57498	EP	Europe	08835732.2	11/09/2008	2188744	26/05/2010			VOGEL Marc, VOGEL Dan	Installation de gestion d'une base de données.	
ENABLON	FR 07 57498	CA	Canada	2699644	11/09/2008					VOGEL Marc, VOGEL Dan	Installation de gestion d'une base de données.	Marc VOGEL; Dan VOGEL
ENABLON	FR 07 57498	US	USA	12/677674	11/09/2008					VOGEL Marc, VOGEL Dan	Installation de gestion d'une base de données.	



**FIRST AMENDMENT TO THE
PATENT ASSIGNMENT AGREEMENT**

This first amendment to the patent assignment agreement (the "Amendment") is entered into effective as of this second day of August, 2016, by and between

- (1) **MR. DAN VOGEL**, born on 26 March 1972 in La Celle Saint Cloud (France), of French nationality, and currently residing at 9 rue de la Feuillaume, 92420 Vaucresson (France) ("Assignor 1");
- (2) **MR. MARC VOGEL**, born on 24 May 1974 in La Celle Saint Cloud (France), of French nationality and currently residing at 106 rue du 22 septembre, 92400 Courbevoie (France) ("Assignor 2");
- (3) **ENABLON**, a French société anonyme, having its registered office located 2, boulevard Georges Clemenceau, Courbevoie (92400), France, registered with the registry of commerce and companies of Nanterre under registration number 433 246 097 (the "Assignee").

Parties (1) and (2) are hereinafter also collectively referred to as the "Assignors".

The parties to the Amendment are hereinafter also collectively referred to as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, the Parties are parties to an agreement, dated as of July 1, 2016, whereby Assignor 1 and Assignor 2 have transferred the shares in the Assignee to Wolters Kluwer International Holding B.V. which has acquired the control over the Assignee.

WHEREAS, the Parties are parties to that certain patent assignment agreement, dated as of July 1, 2016 (the "Agreement") which has been implemented within the context of the change of control of the Assignee.

WHEREAS, the Parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter expressed, the Parties agree as follows:

1. **Defined Terms**. All capitalized terms used in this Amendment and not otherwise defined shall have the meanings given to such terms in the Agreement.

2. Amendment to paragraph (C) of the recitals of the Agreement. Paragraph (C) of the recitals of the Agreement is hereby amended in its entirety to read as follows:

“(C) The Assignors and other shareholders of the Assignee will enter into a share purchase agreement, by which the shares in the Assignee (the Shares) are sold to Wolters Kluwer International Holding B.V. (the SPA). Within the context of the negotiation of the SPA, Wolters Kluwer International Holding B.V expressly requested that the Assignors transfer the Patents to the Assignee before the completion of the sale of the Shares. As a consequence, article 3.1 of the SPA states that the completion of the sale of the Shares “is conditional on the (i) completion of the assignment to the Company of the Patents and any other intellectual property rights held by each of Dan Vogel and/or Marc Vogel, used by any Group Company or by Easiware SAS (Easiware) in order to carry out its Business or otherwise related to any Group Company or Easiware, and (ii) signing of a waiver by each of Dan Vogel and/or Marc Vogel in respect of such transfer””

3. Amendment to Section 1.1 of the Agreement. Section 1.1 of the Agreement is hereby amended in its entirety to read as follows:

4. No Further Amendment. Except as expressly amended hereby, the Agreement is in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect. The Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Agreement or any other document referred to therein. The Amendment shall be deemed to be in full force and effect from and after the execution of the Amendment by the Parties hereto, and the Parties thereto and hereto shall be bound hereby.

5. Entire Agreement. The Amendment, the Agreement, and the schedules to the Agreement embody the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, whether written or oral or express or implied, relative to such subject matter.

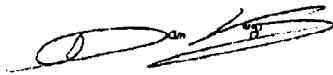
6. Severability. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof, as long as the remaining provisions, taken together, are sufficient to carry out the overall intentions of the Parties as evidenced hereby.

7. Governing Law. The Amendment is governed by and shall be construed in accordance with the laws of France.


[Signatures on following page]

SIGNATORIES

The Amendment has been signed on behalf of the Parties by their duly authorized representatives on the date which appears first on page 1.



SIGNED by: DAN VOGEL
the Assignor (1)



SIGNED by: MARC VOGEL
For and on behalf of
the Assignor (2)



SIGNED by: Stacey Caywood
For and on behalf of ENABLON
the Assignee

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