

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4208097

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WEST SERVICES INC.	01/25/2011
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:	15356453
CORRESPONDENCE DATA		
Fax Number:	(214)855-8200	
<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:	(214) 855-7164	
Email:	donna.dobson@nortonrosefulbright.com	
Correspondent Name:	NATHAN REES	
Address Line 1:	NORTON ROSE FULBRIGHT US LLP	
Address Line 2:	2200 ROSS AVENUE, SUITE 3600	
Address Line 4:	DALLAS, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	TRCP.P0037US.C2C1/1612623	
NAME OF SUBMITTER:	NATHAN REES	
SIGNATURE:	/Nathan Rees #63820/	
DATE SIGNED:	01/03/2017	
Total Attachments: 9		
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INTELLECTUAL PROPERTY ASSIGNMENT
(LRP Publications - Content Assets)

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement") is made and effective as of January 27, 2011 (the "Effective Date"), by and between West Services Inc., a Delaware, U.S.A., corporation, having a place of business at 610 Opperman Drive, Eagan, Minnesota 55123 ("Assignor"), and Thomson Reuters Global Resources, an Irish unlimited company, having a place of business at Neuhoferstrasse 1, 6340 Baar, Switzerland ("Assignee") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Assignor is in the business of, among other things, providing content and software development services for Assignee;

WHEREAS, Assignor has acquired the LRP Publications content assets (the "LRP Content") and certain domain names related to the LRP Content as described and set forth in Schedule A to this Agreement;

WHEREAS, Assignor will continue with its business of providing content and software development services, but desires to divest itself of the risks and costs of developing LRP Content;

WHEREAS, Assignee desires to assume the economic ownership risk and strategic functions for the future design, development and maintenance of LRP Content; and

WHEREAS, Assignee desires to acquire certain assets and rights related to the LRP Content and Assignor desires to assign to Assignee all of Assignor's right, title and interest therein, all on the terms and conditions of this Agreement.

NOW THEREFORE, for the consideration set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 "Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with, such Party, but only for so long as such control continues. For purposes of this Agreement, "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 corporation, the direct or indirect ownership of fifty percent (50%) or more of its outstanding voting shares shall in any case 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.

1.2 "Contracts" shall have the meaning set forth in Section 2.2.

1.3 "Copyrights" means all registered and unregistered copyrights owned by Assignor relating to the Transferred Assets, in each case including all registrations and

applications for registration thereof, all rights therein provided by international treaties or conventions, and all extensions and renewals thereof.

1.4 “Know-How” means all confidential and proprietary information owned by Assignor relating to the Transferred Assets or the development thereof, including, but not limited to, documentation, trade secrets, manufacturing and production processes and techniques, research and development information, software, technical data, know-how, procedures, protocols, techniques and results of experimentation and testing.

1.5 “Losses” has the meaning set forth in Section 4.1.

1.6 “Patents” means all patents and patent applications owned by Assignor relating to the Transferred 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.

1.7 “Personnel” means employees, independent contractors, interns or other temporary workers, and consultants.

1.8 “Tangible Materials” means any tangible materials, in any format, whether written or electronic, embodying or related to the Transferred Assets

1.9 “Third Party Claim” has the meaning set forth in Section 4.3.

1.10 “Transferred Assets” means (i) the items set forth on Schedule A hereto, and (ii) all assets and rights owned by Assignor relating to the LRP Content including but not limited to Copyrights, Patents, Know-How, Contracts, and Tangible Materials.

ARTICLE 2 ASSIGNMENT

2.1 Assignment of Intellectual Property. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Transferred Assets, including the right to sue for past, present and future infringement or misappropriation thereof. From and after the Effective Date, Assignor shall, unless otherwise permitted pursuant to a separate written agreement entered into by the Parties, cease all use of the Transferred Assets.

2.2 Assignment of Contracts. To the extent that Assignor’s rights to the Transferred Assets derive from or depend upon any contracts with third parties (“Contracts”), Assignor shall identify the contracts and assign its rights and obligations under those contracts to Assignee. Subject to the terms of this Agreement, from and after the Effective Date, Assignee shall assume all of the rights or obligations of Assignor under such contracts.

2.3 Notices and Consents. (a) Assignor shall endeavor to obtain all authorizations, consents, orders and approvals of all officials that may be or become necessary for its execution and delivery of, and the performance of its obligations pursuant to, this Agreement and will cooperate fully with Assignee in promptly seeking to obtain all such authorizations, consents, orders and approvals.

(b) Assignor shall promptly give all such notices to third parties required under the Contracts, and shall endeavor to obtain such third party consents and such other consents that Assignor was not aware of on the Effective Date and that Assignee, in its

sole discretion acting reasonably, deems necessary in connection with the transactions contemplated by this Agreement.

(c) Assignee shall cooperate and use reasonable efforts to assist Assignor in giving such notices and obtaining such consents; provided, however, that Assignee shall have no obligation to give any guarantee or other consideration of any nature in connection with any such notice or consent or to consent to any change in the terms of any agreement or arrangement which Assignee in its sole discretion may deem adverse to the interests of Assignee.

(d) Assignor and Assignee agree that, in the event that any consent, approval or authorization necessary or desirable to preserve any right or benefit under any Contract to which Assignor is a party is not obtained prior to the Effective Date, Assignor will, subsequent to the Effective Date, cooperate with Assignee in attempting to obtain such consent, approval or authorization as promptly thereafter as practicable. If such consent, approval or authorization cannot be obtained, Assignor shall endeavor to provide Assignee with the rights and benefits of the affected Contract for the term of such Contract, and, if Assignor provides such rights and benefits, Assignee shall assume the obligations and burdens thereunder.

2.4 Delivery of Materials. Assignor shall upon request by Assignee deliver to Assignee all Tangible Materials within thirty days of such request.

2.5 Purchase Price. In consideration of the assignment of the Transferred Assets under this Agreement, Assignee shall pay to Assignor the mutually agreed value of the LRP Content as of the Effective Date of this Agreement. Within Thirty days of that date, Assignee shall pay to Assignor the amount of Two Million Eight Hundred and Fifty Thousand U.S. Dollars (\$2,850,000). This amount, and the items set forth in Schedule A, may be amended or adjusted by agreement of the Parties, but in no event later than May 31, 2011.

2.6 Further Assurances. Assignor shall, at the cost and expense of Assignee, take all reasonable actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Transferred Assets, and shall not enter into any agreement in conflict with this Agreement.

2.7 Confidentiality. Assignor shall maintain in confidence all Know-How, and shall not disclose any Know-How to any third party or use any Know-How for any purpose without the express written permission of Assignee. In maintaining the confidentiality of Know-How, Assignor shall exercise the same degree of care that it exercises with its own confidential information, and in no event less than a reasonable degree of care. Without limiting the obligation of Assignor to maintain the confidentiality of all Know-How, Assignor shall use commercially reasonable efforts to ensure that each of its Personnel holds in confidence and makes no use of any Know-How for any purpose.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Representations of Assignor. Assignor hereby represents and warrants to Assignee as follows:

(a) Due Authorization. Assignor is a corporation duly incorporated and in good standing as of the Effective Date, and the execution, delivery and performance of this Agreement by Assignor have been duly authorized by all necessary action on the part of Assignor.

(b) Due Execution. This Agreement has been duly executed and delivered by Assignor and constitutes a legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

(c) No Conflict. Assignor's execution, delivery and performance of this Agreement do not: (i) violate, conflict with or result in the breach of any provision of the charter or by-laws (or similar organizational documents) of Assignor; (ii) conflict with or violate any law or governmental order applicable to Assignor or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party. Subject to Section 2.3, Assignor has obtained and possesses any and all necessary rights and consents to perform all of its obligations under this Agreement.

(d) Good Title. Assignor is the owner of the entire right, title, and interest in and to, or otherwise has the right to use, the Transferred Assets, and Assignor has neither assigned nor otherwise entered into an agreement by which it purports to assign, license or transfer any right, title or interest in or to the Transferred Assets that would conflict with its obligations under this Agreement.

(e) Uninterrupted Use. Assignee'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.

(f) Infringement. To its knowledge: (i) the use of the Transferred Assets by Assignee does not infringe or conflict with any intellectual property right of any third party, and (ii) no Know-How has been misappropriated from any third party.

ARTICLE 4 INDEMNIFICATION

4.1 Assignor Indemnification. Assignor shall indemnify and hold harmless Assignee and its Affiliates and sub-licensees, and their respective officers, directors, shareholders and Personnel from and against any claims, actions, demands, suits, causes of action, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) ("Losses") arising out of any breach of Assignor's representations and warranties set forth in Article 3.

4.2 Intellectual Property Indemnification. Assignor shall indemnify and hold harmless Assignee and its Affiliates and sub-licensees, and their respective officers, directors,

shareholders and Personnel from and against any Losses arising out of actual or alleged infringement or misappropriation of any copyright or trade secret right of any third party based on the Transferred Assets, or the use thereof, provided, however, Assignor shall not be obligated to indemnify Assignee if the claim of infringement is caused by (a) Assignee's misuse or modification of the Transferred Assets; (b) Assignee's failure to use corrections or enhancements made available by Assignor; (c) Assignee's unforeseeable use of the Transferred Assets in combination with any product or information not owned or developed by Assignor; or (d) directions, specifications or materials provided by Assignee. Should Assignee's use of any Transferred Assets be restricted, encumbered, or enjoined by reason of any such actual or alleged infringement, Assignor shall promptly and at no additional cost to Assignee, (i) obtain for Assignee the right to continue to use the Transferred Assets; (ii) modify the Transferred Assets so as to render them non-infringing (provided that Assignor's modification shall not affect Assignee's intended use, or the performance, of the Transferred Assets), or (iii) replace the Transferred Assets with equally suitable, non-infringing alternatives.

4.3 Third Party Claims. In the event of a claim for indemnification under this Article 4 based on a third party claim (a "Third Party Claim"), Assignee shall give Assignor prompt notice of such Third Party Claim, and copies of all papers served upon or received by Assignee relating thereto. Assignor shall have the exclusive right to conduct the defense of any Third Party Claim and all negotiations for its settlement or compromise, provided that Assignor shall not have the right to bind Assignee to any non-financial settlement, consent or other agreement without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed. Assignee shall provide reasonable assistance to Assignor, at Assignor's expense, in connection with the defense of any Third Party Claim. Assignee shall have the right to participate in the defense of such Third Party Claim, at its expense. Assignee shall provide Assignor with prompt notice of any written threat, warning, or notice of any Third Party Claim.

ARTICLE 5 LIMITATION OF LIABILITY

5.1 DIRECT DAMAGES. EXCEPT WITH RESPECT TO AMOUNTS PAID IN RESPECT OF INDEMNIFICATION OF THIRD PARTY CLAIMS, IN NO EVENT SHALL ASSIGNOR BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT ASSIGNOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL ASSIGNOR'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID HEREUNDER. THE LIMITATION SET FORTH IN THIS SECTION SHALL NOT APPLY TO CLAIMS FOR (I) BREACH OF SECTION 2.7 (CONFIDENTIALITY), (II) AMOUNTS PAID IN RESPECT OF INDEMNIFICATION OF THIRD PARTY CLAIMS, OR (III) CLAIMS BASED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE 6
MISCELLANEOUS

6.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except that either Party shall be allowed to transfer its rights or obligations hereunder to an Affiliate. No assignment by either Party permitted hereunder shall relieve the applicable Party of its obligations under this Agreement.

6.2 No Liability. Neither Party shall have, or shall 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.

6.3 Notices. All notices may be given in any manner reasonably expected to reach the recipient, provided that the other Party actually receives notice, but may, in any event, be given with full effect in writing given or made by delivery in person, by overnight courier service (with signature required), by facsimile, by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, receipt of which is acknowledged by the receiving party, to the respective Parties at the following addresses:

If to Assignor:
610 Opperman Drive
Eagan, Minnesota 55123
USA
Attn: General Counsel-Legal

If to Assignee:
Thomson Reuters Global Resources
Neuhofstrasse 1
CH-6340 Baar
Switzerland
Attn: Peter Gormley, General Counsel

6.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York. The Parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in the state of New York and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

6.5 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all Parties hereto.

6.6 No Waiver. The failure of either Party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such Party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all Parties hereto.

6.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this

Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

6.8 Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.


6.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original instrument and all of which taken together shall constitute one and the same agreement.

6.10 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the Parties with respect to such subject matter.

6.11 Third Party Beneficiaries. Nothing in this Agreement, either express or implied, 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.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed as of the Effective Date by its duly authorized officer.

West Services Inc.

By 
Name:
Title:
Date:

Thomson Reuters Global Resources

By _____
Name:
Title:
Date:

By _____
Name:
Title:
Date:

Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

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West Services Inc.

By _____
Name:
Title:
Date:

Thomson Reuters Global Resources

By Michael Goddard
Name: Michael Goddard
Title: Vice President Finance
Date: 25.01.2011

By Peter V. Gormley
Name: Peter V. Gormley
Title: General Counsel
Date: 25 JAN 2011

SCHEDULE A

LRP CONTENT AND OTHER TRANSFERRED INTELLECTUAL PROPERTY

Overview

The LRP Content is comprised of titles that focus on public employment and arbitration cases (on-line and print), as well as print products focused on bankruptcy news and case information.

List of Domain Names

arbsearch.com
cfslaw.com
consumerbankruptcynews.com
consumerbankruptcynews.net
pubemplaw.com
pubemplaw.net

List of Publications

Bankruptcy Court Decisions (BCD)
Bankruptcy Court Decisions News & Comment (BCD N&C)
Consumer Bankruptcy News (CBN)
Consumer Financial Services Law Report (CFS)
Consumer Lending Litigation News (LLN)
Federal Discovery News (FDN)
Real Estate/Environmental Liability News (REEL)
Civil RICO Report (RICO)
NLRP Advice Memorandum Reporter (AMR)
CA Public Employment Reporter
FL Public Employment Reporter
IL Public Employment Reporter
MI Public Employment Reporter
NJ Public Employment Reporter
National Public Employment Reporter (NPER)
NY Public Employment Reporter
OH Public Employment Reporter
PA Public Employment Reporter