

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6763560

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AON BENFIELD INC.	12/31/2017
RECEIVING PARTY DATA	
Name:	AON GLOBAL OPERATIONS LIMITED (SINGAPORE BRANCH)
Street Address:	2 SHENTON WAY, #26-01 SGX CENTRE 1
City:	SINGAPORE
State/Country:	SINGAPORE
Postal Code:	068804
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9489397
Application Number:	15342951
Patent Number:	10482535
PCT Number:	US2017059906
CORRESPONDENCE DATA	
Fax Number:	(703)740-4541
<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:	7035569600
Email:	info@gardellagrace.com
Correspondent Name:	GARDELLA GRACE P.A.
Address Line 1:	80 M STREET SE, 1ST FLOOR
Address Line 4:	WASHINGTON, D.C. 20003
ATTORNEY DOCKET NUMBER:	477253,427503,427375
NAME OF SUBMITTER:	NATALIE J. GRACE
SIGNATURE:	/Natalie J. Grace/
DATE SIGNED:	06/15/2021
Total Attachments: 17	
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ASSET PURCHASE AGREEMENT

between

AON BENFIELD INC.

and

AON GLOBAL OPERATIONS LIMITED (SINGAPORE BRANCH)

dated as of
21 December 2017

and effective as of
31 December 2017

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of [21] December 2017 and effective as per 31 December 2017 (the "**Effective Date**"), is entered into between Aon Benfield Inc., a corporation organised under the laws of the state of Illinois, United States of America ("**Seller**") with its principal place of business at 200 E. Randolph St., Chicago, IL 60601, United States of America, and Aon Global Operations Limited (Singapore Branch), a company incorporated under the laws of England and Wales (Reg. 8114746) with its registered office at 122 Leadenhall Street, London EC3V 4AN, United Kingdom carrying on its business exclusively through its Singapore branch office (Reg. T12FC0122F) at 2 Shenton Way #26-01 SGX Centre 1, Singapore ("**Buyer**").

RECITALS

WHEREAS, Seller and Buyer are part of the Aon Group of companies (the "**Group**");

WHEREAS, Seller has determined that it desires to sell and transfer certain assets and processes related to the development of analytical tools used within certain business groups such as Impact Forecasting, Rating Agency, Product Development and Applied Research and Risk and Capital (the "**Purchased Assets**") utilized by Seller in the delivery of services and other deliverables to affiliates within the Group, in light of the Group's strategy to centralize in the Buyer certain tools utilized by the Aon Benfield business line, as part of the Aon Centre for Innovation and Analytics Singapore;

WHEREAS, Buyer wishes to purchase and acquire from Seller the Purchased Assets;

WHEREAS, subject to the terms and conditions set forth in this Agreement, Seller hereby shall sell and transfer and Buyer hereby shall purchase and acquire certain assets of the Seller as more fully specified below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall

purchase from Seller, all of Seller's right, title and interest in the Purchased Assets set forth on **Schedule 1** attached hereto, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**").

Section 1.02 Purchase Price. The aggregate purchase price for the Purchased Assets shall be an initial amount of US\$31,000,000 (the "**Initial Purchase Price**") to be adjusted by the amount determined as per Section 1.03 (the "**Contingent Adjustment**"). The Buyer and the Seller agree that the Buyer shall pay the Purchase Price to Seller prior to Closing (as defined herein) in cash, by wire transfer of immediately available funds in accordance with the following payment instructions:

BANK:	JP Morgan Chase Bank, N.A.
ADDRESS:	4 New York Plaza, New York, NY 10004 , US
ACCOUNT HOLDER:	Aon Benfield Inc.
ACCOUNT NO:	5586739
SWIFT:	CHASUS33XXX

Section 1.03 Contingent Adjustment. The Contingent Adjustment shall be determined based on each of the 2019, 2020, and 2021 fiscal year results (the "**Relevant Year(s)**") as described below. For this purpose: (i) the term "**AB Analytics Revenue**" means the amount of revenue the Buyer receives in a Relevant Year for the suite of technologies owned by Aon Center for Innovation and Analytics Ltd and/or Aon Global Operations Limited (Singapore Branch) ("**ACIA Singapore**") and utilized by the Aon Benfield business line internally by any AB Affiliate, (ii) the term ("**Non-US AB Analytics Revenue**") means the AB Analytics Revenue received in a Relevant Year by the Buyer from any AB Affiliate payor that was created or organized in any country other than the United States of America, and (iii) the term ("**Non-US AB Analytics Revenue Percentage**") means the AB Analytics Revenue received by the relevant IP owner within ACIA Singapore from Non-US AB Affiliates for a Relevant Year divided by the AB Analytics Revenue for that same Relevant Year.

The amount of Contingent Adjustment shall be determined for each of the Relevant Years as follows:

1. If the Non-US AB Analytics Revenue Percentage for the Relevant Year is less than 57%, the Contingent Adjustment for the Relevant Year equals US\$ 0.
2. If the Non-US AB Analytics Revenue Percentage for the Relevant Year is greater than or equal to 57% but less than 64.75%, the Contingent Adjustment for the Relevant Year equals US\$500,000.

3. If the Non-US AB Analytics Revenue Percentage for the Relevant Year is greater than or equal to 64.75%, the Contingent Adjustment for the Relevant Year equals US\$ 1,000,000.

Buyer will provide Seller with the calculation of the Non-US AB Analytics Revenue Percentage and resulting Contingent Adjustment no later than 90 business days after the end of each Relevant Year. The Seller will have 30 days to review the calculations and provide the Buyer with payment instructions. Buyer will not unreasonably withhold supporting documentation requested by the Seller. If applicable, The Buyer shall pay the Contingent Adjustment to Seller (30) days after Seller provides payment instructions in accordance with Section 1.02.

Section 1.04 Allocation of Purchase Price. Seller and Buyer agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting) as agreed by their respective accountants, negotiating in good faith on their behalf. Buyer and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation.

Section 1.05 Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any applicable tax law. All such withheld amounts shall be treated as delivered to Seller hereunder.

ARTICLE II CLOSING

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on the Effective Date. The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. (Chicago time) on the Effective Date.

Section 2.02 Closing Deliverables.

- (a) At the Closing, Seller shall deliver to Buyer the following:
 - (i) any customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement; and
- (b) Prior to the Closing, Buyer shall deliver the Purchase Price to Seller.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this **Article III** are true and correct as of the date hereof. For purposes of this **Article III**, "Seller's knowledge," "knowledge of Seller" and any similar phrases shall mean the actual or constructive knowledge of any director or officer of Seller, after due inquiry.

Section 3.01 Organization and Authority of Seller; Enforceability. Seller is a corporation duly organized, validly existing and in good standing under the laws of the United States. Seller has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

Section 3.02 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, the Articles of Association or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Purchased Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. No consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

Section 3.03 Title to Purchased Assets. Seller owns and has good title to the Purchased Assets, free and clear of Encumbrances.

Section 3.04 Condition of Assets. The Purchased Assets are in good condition and are adequate for the uses to which they are being put, and none of the Purchased Assets are in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. Seller's prior and current use of the Purchased Assets has not and does not infringe, violate, dilute or misappropriate any rights of any person or entity and there are no claims

pending or threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness or use of the intangible personal property. No person or entity is infringing, misappropriating, diluting or otherwise violating any of the Purchased Assets, and Seller has not made or asserted any claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation.

Section 3.05 Registrations. All registrations and similar rights obtained from governmental authorities included in the Purchased Assets are valid and in full force and effect. All fees and charges with respect to such registrations as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any registration.

Section 3.06 Compliance With Laws. Seller has complied, and is now complying, with all applicable national and local laws and regulations applicable to ownership and use of the Purchased Assets.

Section 3.07 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation ("**Action**") of any nature pending or, to Seller's knowledge, threatened against or by Seller (a) relating to or affecting the Purchased Assets, including infringement of the intellectual property included in the Purchased Assets; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To the best of Sellers' knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 3.08 Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this **Article IV** are true and correct as of the date hereof. For purposes of this **Article IV**, "Buyer's knowledge," "knowledge of Buyer" and any similar phrases shall mean the actual or constructive knowledge of any director or officer of Buyer, after due inquiry.

Section 4.01 Organization and Authority of Buyer; Enforceability. Buyer is a corporation duly organized, validly existing and in good standing under the laws of England and

Wales and carrying on its business exclusively through its Singapore branch. Buyer has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, the Articles of Association or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.03 Legal Proceedings. There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

ARTICLE V COVENANTS

Section 5.01 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

Section 5.02 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

Section 5.03 Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

ARTICLE VI INDEMNIFICATION

Section 6.01 Survival. All representations, warranties, covenants and agreements contained herein and all related rights to indemnification shall survive the Closing.

Section 6.02 Indemnification By Seller. Nothing in this Agreement shall pass to the Buyer or shall be construed as acceptance by the Buyer of any liability, debt or other obligation of the Seller (whether accrued, absolute, contingent, known or unknown) for anything done or omitted to be done before the Closing Date in the course of or in connection with the Purchased Assets and the Seller shall indemnify and keep indemnified and hold the Buyer harmless against any and all obligations, liabilities, demands and losses arising therefrom, (a) in connection with all sums owing or accrued due as at the Closing Date to any person by the Seller in respect of the Purchased Assets (whether or not then invoiced, assessed or otherwise claimed and whether or not then due and payable) and all obligations, liabilities and duties of the Seller in respect of the Business including liabilities related to taxation but excluding liabilities under the contracts or liabilities otherwise expressly assumed by the Buyer under this Agreement ("**Liabilities**"), and (b) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or any document to be delivered hereunder.

Section 6.03 Indemnification By Buyer. Nothing in this Agreement shall pass to the Seller or shall be construed as acceptance by the Seller of, any liability, debt or other obligation of the Buyer (whether accrued, absolute, contingent, known or unknown) for anything done or omitted to be done after the Closing Date in the course of or in connection with the Purchased Assets and the Buyer shall:

(a) indemnify and keep indemnified and hold the Seller harmless against any and all obligations, liabilities, demands and losses arising therefrom; and

(b) perform any obligation falling due for performance or which should be performed after the Closing Date.

Section 6.04 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its

sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 6.05 Tax Treatment of Indemnification Payments. All indemnification payments made by Seller under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

Section 6.06 Effect of Investigation. Buyer's right to indemnification or other remedy based on the representations, warranties, covenants and agreements of Seller contained herein will not be affected by any investigation conducted by Buyer with respect to, or any knowledge acquired by Buyer at any time, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

Section 6.07 Cumulative Remedies. The rights and remedies provided in this **Article VI** are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 7.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by an internationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 7.02**):

If to Seller: Aon Benfield Inc.
200 E. Randolph Street
Chicago, IL 60601
United States of America
Attention: Legal Department

If to Buyer: Aon Global Operations Limited Singapore
Branch
2 Shenton Way #26-01
SGX Center 1, Singapore
E-mail: asialegal@aon.com
Attention: Legal Department

Section 7.03 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 7.05 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 7.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.07 No Third-Party Beneficiaries. Except as provided in **Article VI, Indemnification**, this Agreement is for the sole benefit of the parties hereto and their respective

successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.08 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 7.09 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of Illinois, United States of America without giving effect to any choice or conflict of law provision or rule (whether of Illinois or any other jurisdiction).

Section 7.11 Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the courts of Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Section 7.12 Waiver of Jury Trial Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 7.13 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 7.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Aon Benfield Inc.

By Maggie Westdak
Name: Maggie Westdak
Title: CRO AB

Aon Global Operations Limited
(Singapore Branch)

By _____
Name:
Title:

Purchased Assets

The Purchased Assets comprise:

1. Software, tools, models, data and know-how developed inside the following business departments of the Seller:
 - a. **Impact Forecasting**
 - This department has developed various tools and data related to catastrophe risk management such as: a suite of probabilistic and scenario catastrophe models and ELEMENTS, a loss calculation platform.
 - b. **Rating Agency (including Market Analysis)**
 - This department has developed various research and industry reports, a variety of research publications and MarketReView, a proprietary extranet portal.
 - c. **Product Development and Applied Research (including Risk and Capital)**
 - This department has developed a sizeable portfolio of various internal and client tools such as: ImpactOnDemand, CatScore Portfolio Manager, CatScore, eBox, Policy Management System, and Tornado Viewing Guide.
2. Computer software and code, design tools and related documentation which generally make up the Purchased Assets;
3. Databases and data collections generally relating to the Purchased Assets;
4. Any media on which any of the foregoing is recorded, and any other tangible embodiments or copies of any of the foregoing;
5. Intangible Property: all intangible (including intellectual) property whether registered or unregistered related to any designs, applications, patents trademarks, service marks, trade or business names, unregistered trade marks (including without limitation all and any goodwill associated therewith), prior registrations, topography rights, logos, know-how, trade secrets, technical information, secret formulae and processes, copyrights (including without limitation rights in computer software), database rights, data collections and other directories, analytical tools, analysis methods and know-how, technology, computer or online software programs or platforms, inventions, rights under licenses and other proprietary rights and consents in relation to such rights, and rights of the same or similar effect or nature, together with all goodwill attaching or relating to thereto, including in-process developments of the foregoing, in any part of the world (whether or not capable

of protection by registration) and the right to apply for, prosecute, and obtain patent or other industrial property protection throughout the world in respect of the inventions which are the subjects of the patents and patent applications including the right to claim priority therefrom under the terms of the International Convention and other relevant International Treaties and Arrangements, and all patent applications that may hereafter be filed for the inventions in any country, and in and to any and all patents which may be granted therefor and in and to any and all divisions, continuations, substitutions and renewals thereof, and in and to any and all reissues of said patents to the full end of the term for which said patents have been granted or may be granted;

6. Copies of (A) books and records (other than income tax returns) pertaining to the Purchased Assets, including but not limited to all books of account, journals and ledgers, files, correspondence, memoranda, maps, plats, suppliers lists, catalogs, promotional materials, machinery diagrams and plans, and (B) all books, records and other materials pertaining to the Purchased Assets provided by Sellers to Purchaser in connection with Purchaser's due diligence investigation of the Purchased Assets or otherwise in connection with the negotiation and execution of this Agreement or the effectuation of the transactions contemplated hereby; and
7. Trademarks, patents and patent applications related to the Purchased Assets (including but not limited to the listed below):

Trademarks

Country	Mark	Registration Number	Registration Date
UNITED STATES	CAT SCORE	3,209,787	2/13/2007
UNITED STATES	IMPACT FORECASTING	2,075,418	7/1/1997
UNITED STATES	IMPACTONDEMAND	3,940,689	4/5/2011

UNITED STATES	MARKETREVIEW	3,872,352	11/9/2010
UNITED STATES	REMETRICA	3,171,605	11/14/2006
UNITED STATES	RISKLOG	3,918,346	2/8/2011

Patents and Patent Applications

Title	Application or Patent Number
SYSTEMS AND METHODS FOR DETERMINING RISK EXPOSURE	US App. No. 14/062,277
SYSTEMS AND METHODS FOR PERFORMING REAL-TIME CONVOLUTION CALCULATIONS OF MATRICES INDICATING AMOUNTS OF EXPOSURE	US App. No. 15/460,985
IMPACT DATA MANAGER	US App. No. 61/512,390
IMPACT DATA MANAGER FOR DYNAMIC DATA DELIVERY	PCT App. No. PCT/US17/59906
IMPACT DATA MANAGER FOR DYNAMIC DATA DELIVERY	US Patent No. 9489397 (for US App No. 13/493,095)
IMPACT DATA MANAGER FOR DYNAMIC DATA DELIVERY	US App. No. 15/342,951
IMPACT DATA MANAGER FOR GENERATING DYNAMIC INTELLIGENCE CUBES	US App. No. 13/493,100
MODEL CUSTOMIZATION BY PARAMETER ADJUSTMENT	US App. No. 61/931,426

MODEL CUSTOMIZATION BY PARAMETER ADJUSTMENT	PCT App. No. PCT/US2015/012923
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Notwithstanding any other provision in this Agreement to the contrary, Buyer acknowledges and agrees that if any patent or trademark that does not belong or is not part of the Purchased Assets (the “**Other Patents and Trademarks**”) is transferred to the Buyer under this Agreement, the Other Patents and Trademarks shall be transferred back as soon as practicable and Buyer shall have no right or compensation over the Other Patents and Trademarks.