

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383030

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Beckett Media, LLC		04/16/2014	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beckett Collectibles Inc.		
<b>Street Address:</b>	2222 Sedwick Road		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27713		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86299790	B BECKETT AUCTION SERVICES SERVICE! TRUS	
<b>Registration Number:</b>	2417644	B	
<b>Registration Number:</b>	2461317	B	
<b>Registration Number:</b>	1734726	BECKETT	
<b>Registration Number:</b>	2108233	BECKETT	
<b>Registration Number:</b>	2331054	BECKETT	
<b>Registration Number:</b>	2325440	BECKETT	
<b>Registration Number:</b>	2482116	BECKETT	
<b>Registration Number:</b>	3255733	BECKETT ELITE	
<b>Registration Number:</b>	2668476	BVG	
<b>Registration Number:</b>	3363283	COLLECT CARDS. IT'S AMERICA'S HOBBY.	
<b>Registration Number:</b>	3321934	THE #1 AUTHORITY ON COLLECTIBLES	
<b>Registration Number:</b>	2410767	THE HOBBY'S MOST RELIABLE AND RELIED UPO	
<b>Registration Number:</b>	2410768	THE HOBBY'S MOST RELIABLE AND RELIED UPO	
<b>Registration Number:</b>	3055211	THE WORLD'S MOST TRUSTED SOURCE IN COLLE	
<b>Serial Number:</b>	86116675	BECKETT FANSHOP	
<b>Serial Number:</b>	86120124	MAKE IT VINTAGE	
<b>Serial Number:</b>	85728060	THE WORLD'S MOST TRUSTED SOURCE IN COLLE	
<b>Registration Number:</b>	3222579	MOTORTOPIA	
<b>TRADEMARK</b>			

CH \$515.00 86299790

Property Type	Number	Word Mark
Registration Number:	3423527	MOTORTOPIA
<b>CORRESPONDENCE DATA</b>		
Fax Number:	8443978265	
<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:	9198294296	
Email:	tmgroup@hutchlaw.com	
Correspondent Name:	Trevor P. Schmidt	
Address Line 1:	3110 Edwards Mill Road	
Address Line 2:	Suite 300	
Address Line 4:	Raleigh, NORTH CAROLINA 27612	
ATTORNEY DOCKET NUMBER:	ACAD.21000	
NAME OF SUBMITTER:	Trevor P. Schmidt	
SIGNATURE:	/Trevor P. Schmidt/	
DATE SIGNED:	05/02/2016	
<b>Total Attachments: 5</b>		
source=Beckett Media to Bkt Collectibles 4-16-14_Redacted#page1.tif		
source=Beckett Media to Bkt Collectibles 4-16-14_Redacted#page2.tif		
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source=Beckett Media to Bkt Collectibles 4-16-14_Redacted#page4.tif		
source=Beckett Media to Bkt Collectibles 4-16-14_Redacted#page5.tif		

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is effective as of April 16, 2014, by and among Beckett Media, LLC (the "Seller") and Beckett Collectibles Inc. ("Purchaser").

### RECITALS

**WHEREAS**, the Seller wishes to transfer certain intellectual property to its affiliate effective as of the date hereof.

**WHEREAS**, Seller and Purchaser have negotiated the terms of this Agreement at arms-length and in good faith.

### AGREEMENT

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Sale and Transfer of Assets and Assumption of Certain Liabilities. Upon the terms and subject to the conditions of this Agreement, in consideration of and in exchange for the Closing Consideration and for Purchaser's assumption of the Assumed Liabilities, Seller agrees, on the date hereof to sell, transfer, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in the Assets (as defined below), "as is" and without recourse, and (except as set forth in Section 4 below) without representations or warranties of any kind, express or implied, including, without limitation, any warranties as to title, possession, quiet enjoyment, merchantability, value, useful life, fitness for intended use, or similar representations and warranties. The execution of this Agreement shall have the effect of transferring Seller's right title and interest in the Assets. For purposes of this Agreement, "Assets" shall mean all of Seller's right, title and interest related to the intellectual property described on Schedule 1 to this Agreement. Except as expressly set forth in this Section 1 above, no other assets, properties, rights or claims are intended to be transferred to the Purchaser.

2. Purchase Price. As consideration for the sale, transfer, and conveyance of the Assets by Seller, Purchaser agrees to (a) pay at the Closing, [REDACTED] in immediately available funds (the "Closing Consideration"); and (b) assume the liabilities and obligations of the Seller identified as Assumed Liabilities on Schedule 1.

3. Liabilities and Obligations Not Assumed. Purchaser shall not assume or become obligated in any way to pay any liabilities, debts or obligations of Seller whatsoever except for the Assumed Liabilities, including but not limited to any liabilities or obligations now or hereafter arising from Seller's business activities that took place prior to the Closing.

4. Representations and Warranties of Seller. Except as to Seller's representations and warranties expressly provided below, the Assets are being sold "as is," and "where is" and "with all faults", with no express or implied representation and warranties of any kind, nature,

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the day and year first above written.

**SELLER:**

BECKETT MEDIA, LLC

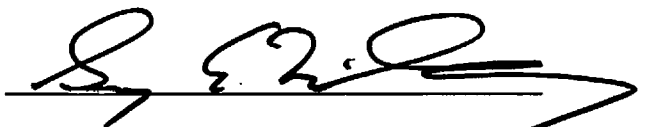
By: 

Name: Greg E. Lindberg

Title: CHAIRMAN

**PURCHASER:**

BECKETT COLLECTIBLES, INC.

By: 

Name: Greg E. Lindberg

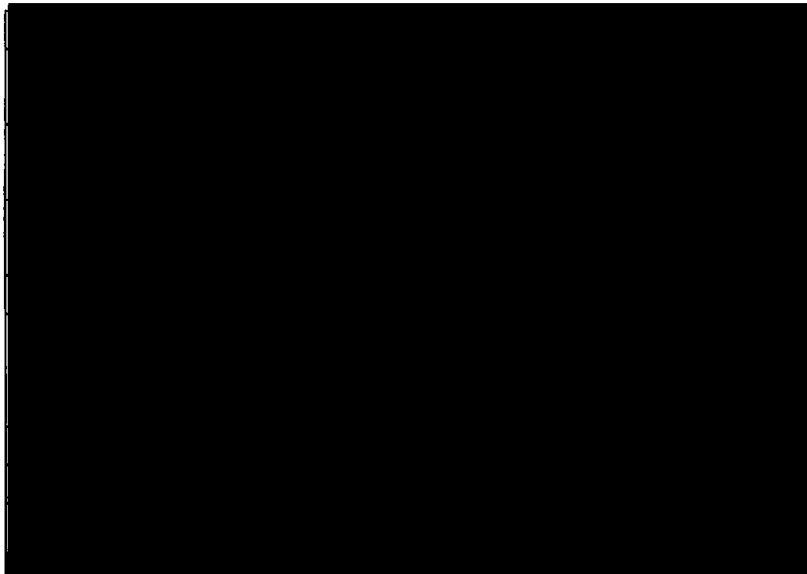
Title: CHAIRMAN

**SCHEDULE 1**

**ASSETS**

Customer Lists	
Trademarks	
86/299,790	B BECKETT AUCTION SERVICES SERVICE! TRUST! INTEGRITY! (AND DESIGN)
2,417,644	
2,461,317	B and design
011063716 (EU)	
5567713 (Japan)	
4179419 (Japan)	
2629014 (UK)	
1,734,726	
2,108,233	
2,331,054	
701019 (Australia)	
000186627 (EU)	
2,325,440	
2,482,116	Beckett
3,625,878	Beckett Channel Integration
3,630,053	Beckett Channel Integration and Design
3,255,733	Beckett Elite
Allowed to Lapse	Beckett Fantasy Sports Monthly
2,668,476	BVG
3,363,283	Collect Cards. It's America's Hobby.
3,321,934	The #1 Authority on Collectibles
2,410,767	The Hobby's Most Reliable and Relied
2,410,768	Upon Source
3,055,211	The World's Most Trusted Source in Collecting
1503342 (Australia)	Beckett
840238088 (Brazil)	Beckett
1,590,114 (Canada)	Beckett
2380782 (India)	Beckett
1309968 (Mexico)	Beckett



**ASSUMED LIABILITIES**

