

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511288

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Direct Marketing Association, Inc.		06/04/2018	Non-Profit Corporation: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Association of National Advertisers, Inc.
<b>Street Address:</b>	708 Third Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Non-Profit Corporation: NEW YORK

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	5348794	DMA 360
Registration Number:	5287841	DMA
Registration Number:	5287840	DMA DATA & MARKETING ASSOCIATION
Registration Number:	5231629	DMA
Registration Number:	5183816	DATA & MARKETING ASSOCIATION
Registration Number:	4954145	&THEN
Registration Number:	4678582	DMA INTERNATIONAL ECHO AWARDS
Registration Number:	4678581	ECHO
Registration Number:	4537781	EEC EMAIL EXPERIENCE COUNCIL
Registration Number:	4537237	IMW
Registration Number:	4492371	IMW
Registration Number:	4534953	DATA-DRIVEN MARKETING INSTITUTE
Registration Number:	4442347	DIRECT MARKETING ASSOCIATION
Registration Number:	4424163	DMA
Registration Number:	4232675	INCREASE YOUR MARKET ABILITY
Registration Number:	4232674	DMA
Registration Number:	4416689	DMA
Registration Number:	3828981	DMACHOICE.ORG
Registration Number:	3828980	DMACHOICE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3756771	GREEN 15
Registration Number:	2059695	DMDNY

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 2125490346  
**Email:** dcohen@reedsmith.com  
**Correspondent Name:** Darren B. Cohen  
**Address Line 1:** 599 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10022

<b>NAME OF SUBMITTER:</b>	Darren B. Cohen
<b>SIGNATURE:</b>	/Darren B. Cohen/
<b>DATE SIGNED:</b>	02/23/2019

**Total Attachments: 13**

- source=ANA-DMA Asset Purchase Agreement - Assignment#page1.tif
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- source=ANA-DMA Asset Purchase Agreement - Assignment#page3.tif
- source=ANA-DMA Asset Purchase Agreement - Assignment#page4.tif
- source=ANA-DMA Asset Purchase Agreement - Assignment#page5.tif
- source=ANA-DMA Asset Purchase Agreement - Assignment#page6.tif
- source=ANA-DMA Asset Purchase Agreement - Assignment#page7.tif
- source=ANA-DMA Asset Purchase Agreement - Assignment#page8.tif
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## **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION (this “Assignment”), effective [\_\_\_], 2018 (the “Effective Date”), is made by Direct Marketing Association, Incorporated, a New York not-for-profit corporation (the “Assignor”), and delivered to, and in favor of, Association of National Advertisers, Inc., a New York not-for-profit corporation (hereinafter “Assignee”). Each of the Assignor and Assignee are also referred to herein as a “Party” and collectively as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in and to all Intellectual Property Registrations and Intellectual Property included in the Assets, including, but not limited to, those described on the attached Exhibit A and other rights set forth on Exhibit A (including all issuances, extensions and renewals thereof, hereinafter referred to as the “Transferred Intellectual Property”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of [\_\_\_], 2018 (the “Purchase Agreement”), pursuant to which the Assignor agreed to sell to the Assignee, and the Assignee agreed to acquire from the Assignor, certain Assets upon the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor desires to assign to the Assignee all of the Assignor’s right, title and interest in and to the Transferred Intellectual Property, together with the goodwill of the business associated therewith, and the Assignee desires to consent to such assignment on the terms and conditions in the Purchase Agreement and below.

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, all of its rights, titles and interests in and to (i) the Transferred Intellectual Property, (ii) all registrations of the Transferred Intellectual Property, (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Transferred Intellectual Property, (iv) all claims and rights of action arising from the Transferred Intellectual Property before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages and (v) the goodwill of the business associated with the Transferred Intellectual Property, to be held and enjoyed by Assignee for its own use and benefit and for its successors, assigns and legal representatives as the same would have been held by Assignor had this Assignment not been made.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the US Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and any other governmental officials and any domain name registrars to record and register this Assignment upon request by Assignee. Assignor shall take all such steps and further actions following the date hereof, including the execution of any documents, files, registrations or other similar items, to ensure that the Transferred Intellectual Property are properly assigned to Assignee, or any assignee or successor thereto.

3. Effect of Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Transferred Intellectual Property are incorporated herein by this reference. The Parties hereto acknowledge and agree that this Assignment shall be subject to, and shall not be deemed to supersede any of the provisions of, the Purchase Agreement, and if there is any conflict between the terms of this document and the Purchase Agreement, the terms of the Purchase Agreement shall prevail, govern and control in all respects. Nothing in this Assignment shall diminish any Party's rights or obligations under the Purchase Agreement.

4. Amendment. This Assignment may be amended, supplemented or modified only by a written instrument duly executed by each Party hereto. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

5. Successors and Assigns. This Assignment shall be binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective heirs, successors and assigns.

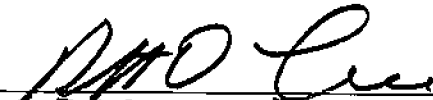
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice or conflict of law provision.

7. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

**ASSOCIATION OF NATIONAL ADVERTISERS, INC.**

By:   
Name: ROBERT D. WOTJISE  
Title: CHIEF EXECUTIVE OFFICER

**DIRECT MARKETING ASSOCIATION, INCORPORATED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Asset Purchase Agreement]*


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

**ASSOCIATION OF NATIONAL ADVERTISERS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DIRECT MARKETING ASSOCIATION, INCORPORATED**

By: **Thomas J.  
Benton** \_\_\_\_\_  
Name: Thomas J. Benton  
Title: Chief Executive Officer

 Digitally signed by Thomas J. Benton  
DN: cn=Thomas J. Benton, o=Data &  
Marketing Association, ou=CEO,  
email=tbenton@thedma.org, c=US  
Date: 2018.06.01 16:02:00 -04'00'




**EXHIBIT A**


**ASSIGNED TRADEMARKS**

<b><u>MARK</u></b>	<b><u>COUNTRY</u></b>	<b><u>REGISTRATION DATE</u></b>	<b><u>OWNER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
<u>&amp;THEN</u>	USA	Registered May 10, 2016	Direct Marketing Association, Inc. (NEW YORK NON-PROFIT CORPORATION) 1120 Avenue of the Americas New York, New York 10036 United States of America	RN: 4954145 SN: 86608599
<u>DATA &amp; MARKETING ASSOCIATION</u>	USA	Registered Supplemental Register April 11, 2017	Direct Marketing Association, Inc., Db a the Data & Marketing Association (NEW YORK NON-PROFIT CORPORATION) Suite 301 1333 Broadway New York, New York 10018 United States of America	RN: 5183816 SN: 87205176
<u>DATA-DRIVEN MARKETING INSTITUTE</u>	USA	Registered Supplemental Register May 20, 2014	Direct Marketing Association, Inc. (NEW YORK NON-PROFIT CORPORATION) 1120 Avenue of the Americas New York, New York 10036 United States of America	RN: 4534953 SN: 85755994
<u>DIRECT MARKETING ASSOCIATION</u>	USA	Registered Principal Register - Sec. 2(F) December 3, 2013	Direct Marketing Association, Inc. (NEW YORK NON-PROFIT CORPORATION) 1120 Avenue of the Americas New York, New York 10036 United States of America	RN: 4442347 SN: 85718082

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>
<u>DMA</u>	USA	Registered October 29, 2013	Direct Marketing Association, Inc. (NEW YORK NON-PROFIT CORPORATION) 1120 Avenue of the Americas New York, New York 10036 United States of America	RN: 4424163 SN: 85718003
<u>DMA</u>	USA	Registered June 27, 2017	Direct Marketing Association, Inc., Dba the Data & Marketing Association (NEW YORK NON-PROFIT CORPORATION) Suite 301 1333 Broadway New York, New York 10018 United States of America	RN: 5231629 SN: 87204712
<u>DMA (Stylized)</u> 	USA	Registered September 12, 2017	Direct Marketing Association, Inc., Dba the Data & Marketing Association (NEW YORK NON-PROFIT CORPORATION) Suite 301 1333 Broadway New York, New York 10018 United States of America	RN: 5287841 SN: 87205041
<u>DMA 360</u>	USA	Registered December 5, 2017	Direct Marketing Association, Inc., Dba the Data & Marketing Association (NEW YORK NON-PROFIT CORPORATION) Suite 301 1333 Broadway New York, New York 10018 United States of America	RN: 5348794 SN: 87207289
<u>DMA and Design</u>	USA	Registered October 30, 2012	Direct Marketing Association, Inc. (NEW YORK NON-PROFIT	RN: 4232674 SN: 85466229



<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>
			CORPORATION) 1120 Avenue of the Americas New York, New York 10036 United States of America	
<u>DMA and Design</u> 	USA	Registered October 15, 2013	Direct Marketing Association, Inc. (NEW YORK NON-PROFIT CORPORATION) 1120 Avenue of the Americas New York, New York 10036 United States of America	RN: 4416689 SN: 85466167
<u>DMA DATA &amp; MARKETING ASSOCIATION (Stylized)</u> 	USA	Registered September 12, 2017	Direct Marketing Association, Inc., Db a the Data & Marketing Association (NEW YORK NON-PROFIT CORPORATION) Suite 301 1333 Broadway New York, New York 10018 United States of America	RN: 5287840 SN: 87205031
<u>DMA INTERNATIONAL ECHO AWARDS</u>	USA	Registered January 27, 2015	Direct Marketing Association, Inc. (NEW YORK NON-PROFIT CORPORATION) 1120 Avenue of the Americas New York, New York 10036 United States of America	RN: 4678582 SN: 86311736
<u>DMACHOICE</u>	USA	Registered 8 & 15 February 24, 2017	Direct Marketing Association, Inc., Db a the Data & Marketing Association (NEW YORK NON-PROFIT CORPORATION) Suite 301 1333 Broadway New York, New York 10018	RN: 3828980 SN: 77589796

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>
			United States of America	
<u>DMACHOICE.ORG</u>	USA	Registered 8 & 15 February 24, 2017	Direct Marketing Association, Inc., Dba the Data & Marketing Association (NEW YORK NON-PROFIT CORPORATION) Suite 301 1333 Broadway New York, New York 10018 United States of America	RN: 3828981 SN: 77589798
<u>ECHO</u>	USA	Registered January 27, 2015	Direct Marketing Association, Inc. (NEW YORK NON-PROFIT CORPORATION) 1120 Avenue of the Americas New York, New York 10036 United States of America	RN: 4678581 SN: 86311720
<u>EEC EMAIL EXPERIENCE COUNCIL</u> (Stylized) 	USA	Registered May 27, 2014	Direct Marketing Association, Inc. (NEW YORK NON-PROFIT CORPORATION) 1120 Avenue of the Americas New York, New York 10036 United States of America	RN: 4537781 SN: 86105178
<u>GREEN.15</u>	USA	Registered 8 Accepted November 19, 2016	Direct Marketing Association, Inc. (NEW YORK NON-PROFIT CORPORATION) 1120 Avenue of the Americas New York, New York 10036 United States of America	RN: 3756771 SN: 77666428
<u>INCREASE YOUR MARKET ABILITY</u>	USA	Registered October 30, 2012	Direct Marketing Association, Inc. (NEW YORK NON-PROFIT CORPORATION)	RN: 4232675 SN: 85466279

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>
			1120 Avenue of the Americas New York, New York 10036 United States of America	
<u>GDMA</u>	European Union	European Union Registered Last Status Received: Registered January 2, 2015	Direct Marketing Association, Inc. 1120 Avenue of the Americas, 10036, New York,, New York, United States of America	RN: 013143491 AN: 013143491
<u>GLOBAL DMA</u>	European Union	European Union Registered Last Status Received: Registered January 2, 2015	Direct Marketing Association, Inc. 1120 Avenue of the Americas, 10036, New York,, New York, United States of America	RN: 013143516 AN: 013143516
<u>IA</u>	European Union	European Union Registered Last Status Received: Registered August 5, 2010	Direct Marketing Association, Inc. 1120 Avenue of the Americas, 10036, New York,, New York, United States of America	RN: 008736274 AN: 008736274
<u>INTERNET ALLIANCE</u>	European Union	European Union Registered Last Status Received: Registered August 5, 2010	Direct Marketing Association, Inc. 1120 Avenue of the Americas, 10036, New York,, New York, United States of America	RN: 008736126 AN: 008736126

**ASSIGNED COPYRIGHTS**

<b><u>TITLE</u></b>	<b><u>JURISDICTION</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>REGISTRATION DATE</u></b>
DMA insider.	USA	CSN0122545	2000
DMA insider.	USA	CSN0122545	1999
DMA insider.	USA	CSN0122545	1998
DMA insider.	USA	CSN0122545	1997
It's just shopping: e-merchant meets e-shopper / Lauren B. Freedman.	USA	TX0005926346	2002
Statistical fact book.	USA	CSN0121703	1999
Statistical fact book.	USA	CSN0121703	1997
Business-to-business direct marketing resource guide.	USA	TX0003223567	1991
Direct Marketing Association's Statistical fact book : current information about direct marketing, 1991-92.	USA	TX0003236821	1991
Excellence in direct marketing : the International ECHO Awards.	USA	TX0003524456	1992
Statistical fact book.	USA	CSN0121703	2006
Statistical fact book.	USA	CSN0121703	2002
Statistical fact book.	USA	CSN0121703	2001

Statistical fact book.	USA	CSN0121703	2000
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ASSIGNED DOMAIN NAMES

ANDTHEN16.COM  
ANDTHEN16.INFO  
ANDTHEN16.NET  
ANDTHEN16.ORG  
ANDTHEN17.COM  
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ANDTHEN19.INFO  
ANDTHEN19.NET  
ANDTHEN19.ORG  
ANDTHEN20.COM  
directvoicepac.com  
DMACONSUMERS.COM  
DMACONSUMERS.US  
GEND.ORG  
andthen20.org  
andthen21.com  
andthen21.org  
andthen22.com  
andthen22.org  
andthenapp.org  
chicagodmanf.org  
chitowndmanf.org  
dataandmarketingassociation.com  
dataandmarketingassociation.info  
dataandmarketingassociation.net  
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datamarketingassociation.org  
dma-echo.com  
dma-echo.org  
dma14.org  
dma360.org

dmaaction.org  
dmaannual.com  
dmaannual.org  
dmachoice.com  
dmachoice.org  
dmachoice.us  
dmadmcourse.org  
dmaecho.com  
dmaecho.org  
dmaeducation.org  
dmaeed.com  
dmaeed.org  
dmafiles.org  
dmaknowledgecenter.com  
dmaknowledgecenter.net  
dmaknowledgecenter.org  
dmanf.org  
dmaresponsibility.com  
dmaresponsibility.org  
dmaresponsibility.us  
echo-enter.org  
echoawards.org  
emailevolution.org  
emailexperience.org  
idirectdays.com  
imweek.org  
nonprofitfederation.org  
recycleplease.org  
the-dma.org  
thedma.com  
thedma.net  
thedma.org