# CH \$465.00 295624

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM550581

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Informa Business Media, Inc.		11/15/2019	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Questex LLC	
Street Address:	685 3rd Avenue, 21st Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10017	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2956246	BROADWAY LIGHTING MASTER CLASSES
Registration Number:	5047955	CLUB INDUSTRY
Registration Number:	1904579	CLUB INDUSTRY
Registration Number:	2069819	LDI
Registration Number:	4905201	LDI
Registration Number:	2383389	LDINSTITUTE
Registration Number:	5048006	LIVE DESIGN
Registration Number:	5048007	LIVE DESIGN MASTER CLASSES
Registration Number:	5089294	NORTH AMERICAN TEA CHAMPIONSHIP
Registration Number:	3315167	WFX
Registration Number:	5188573	WORLD TEA ACADEMY
Registration Number:	4904646	WORLD TEA EXPO
Registration Number:	3175233	WORLDTEAEXPO
Registration Number:	5089276	WORLD TEA NEWS
Registration Number:	3756811	WORLD TEA NEWS
Registration Number:	5089277	WORLD TEA NEWS
Registration Number:	4367547	WORSHIP FACILITIES MAGAZINE
Registration Number:	5394057	XLIVE
-		

TRADEMARK REEL: 006801 FRAME: 0846

900524457 REEL: 006801 FRAME: 0846

### **CORRESPONDENCE DATA**

**Fax Number:** 9494754754

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:** 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	74392-00002
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	11/22/2019

### **Total Attachments: 5**

source=5 Shelley - Assignment of IP and Data FINAL#page1.tif source=5 Shelley - Assignment of IP and Data FINAL#page2.tif source=5 Shelley - Assignment of IP and Data FINAL#page3.tif source=5 Shelley - Assignment of IP and Data FINAL#page4.tif source=5 Shelley - Assignment of IP and Data FINAL#page5.tif

### ASSIGNMENT OF INTELLECTUAL PROPERTY AND DATA

This ASSIGNMENT OF INTELLECTUAL PROPERTY AND DATA (this "<u>Assignment</u>") is made this 15<sup>th</sup> day of November, 2019, by Informa Business Media, Inc., a corporation organized under the laws of the State of Delaware ("<u>Assignor</u>"), to and in favor of Questex LLC, a Delaware limited liability company ("<u>Assignee</u>"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

# **RECITALS**

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement (the "<u>Purchase Agreement</u>"), dated as of even date herewith, pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Acquired Assets, including, without limitation, the Intellectual Property Assets and the Data; and

WHEREAS, Section 3.2(c) of the Purchase Agreement contemplates that Assignor will execute and deliver this Assignment of Intellectual Property and Data.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. <u>Assignment</u>. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, the transfer and assignment of the entire right, title and interest of Assignor in and to the Intellectual Property Assets and Data, including without limitation all of the intellectual property rights associated with each of the items set forth on <u>Exhibit A</u> together with the goodwill associated therewith, and all rights to sue for infringement of any of such rights, whether arising prior to or subsequent to the date of this Assignment, the same to be held and enjoyed by the Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.
- 2. <u>Further Assurances</u>. Assignor agrees, without further consideration, to execute all documents necessary to confirm and perfect title in and to the Intellectual Property Assets and Data in Assignee, its successors and assigns. In the event that Assignor fails or is unable to execute such documents, Assignor hereby appoints Assignee as its attorney-in-fact for the sole purpose of executing such documents. If Assignee is unable, after reasonable effort, to secure Assignor's signature on any such documentation, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance and perfection of patent, trademark, copyright or other intellectual property registrations or any other legal protection thereon with the same legal force and effect as if executed by such Assignor.
- 3. <u>Binding Effect; Assignment</u>. This Assignment is binding upon Assignor, its successors and assigns, and inures to the benefit of Assignee, its successors and assigns.
- 4. <u>Governing Law</u>. This Assignment is governed by the laws of the State of New York, without regard to conflicts of laws principles.

- 5. <u>Conflict</u>. This Assignment is being delivered pursuant to, and is subject to the applicable terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail to the extent of such conflict.
- 6. <u>Means of Execution</u>. Delivery of a copy of this Assignment bearing an original signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year written below.

INFORMA BUSINESS MEDIA, INC.

By:

Name: Thomas C. Etter

Title: Senior VP & General Counsel

Signature Page to the Assignment of Intellectual Property and Data

STATE OF NEW YORK ) )ss: COUNTY OF NEW YORK)

On this 15th day of November, 2019, before me the undersigned, a Notary Public for the County of New York, personally appeared Thomas C. Etter, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity on behalf of Informa Business Media, Inc., and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Pott fetter Signature of Notary

PATRICIA PETER

NOTARY PUBLIC STATE OF NEW YORK

No. 01PE5031601

Qualified in Suffolk County

Cert. filed in New York County

My Commission Expires 08-08-20

# <u>List of Intellectual Property</u>

# **Trademark Registrations:**

Traucinark Registrations.	1	1	I	I	
Mark	Design/Logo	Country	Registration No.	Registration Date	Status
BROADWAY LIGHTING MASTER CLASSES		US	2,956,246	5/24/2005	Registered
CLUB INDUSTRY		US	5,047,955	9/27/2016	Registered
CLUB INDUSTRY		US	1,904,579	7/11/1995	Registered
LDI		US	2,069,819	6/10/1997	Registered
LDI		US	4,905,201	2/23/2016	Registered
LDINSTITUTE		US	2,383,389	9/5/2000	Registered
LDI		EU	000487256	10/23/1998	Registered
LIVE DESIGN		US	5,048,006	9/27/2016	Registered
LIVE DESIGN MASTER CLASSES		US	5,048,007	9/27/2016	Registered
NORTH AMERICAN TEA CHAMPIONSHIP		US	5,089,294	11/29/2016	Registered
WFX	W/X	US	3,315,167	10/23/2007	Registered
WORLD TEA ACADEMY		US	5,188,573	4/18/2017	Registered
WORLD TEA EXPO		US	4,904,646	2/23/2016	Registered
WORLD TEA EXPO	-√worldteαεx <b>Po</b>	US	3,175,233	11/21/2006	Registered
WORLD TEA NEWS		US	5,089,276	11/29/2016	Registered
WORLD TEA NEWS	-leodicomm	US	3,756,811	3/9/2010	Registered
WORLD TEA NEWS	Assolidas <b>mus</b>	US	5,089,277	11/29/2016	Registered
WORSHIP FACILITIES MAGAZINE		US	4,367,547	7/16/2013	Registered
XLIVE		US	5,394,057	2/6/2018	Registered

# **Domain Name Registrations:**

ldishow.com livedesignonline.com livedesignonline.com clubindustry.com clubindustryshow.com soolis.com worldteaacademy.com worldteaexpo.com worldteanews.com teachampionship.com xlivecon.com xlivecon.com xlivecon.com wfxevents.com worshipfacilities.com worshipfacilities.com

**RECORDED: 11/22/2019**