

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSCS Holdings 4, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Marketplace Events LLC		
Street Address:	31105 Bainbridge Road, Suite 3		
City:	Solon		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86190694	RALEIGH SPRING HOME SHOW	
Serial Number:	86190725	RALEIGH FALL HOME SHOW	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.360.2307		
Email:	docketing@kellyweinerlaw.com		
Correspondent Name:	Kelly M. Weiner		
Address Line 1:	175 Varick Street, Fl. 5		
Address Line 4:	New York, NEW YORK 10014		
ATTORNEY DOCKET NUMBER:	0011-0402		
NAME OF SUBMITTER:	Kelly M. Weiner		
SIGNATURE:	/kellymweiner/		
DATE SIGNED:	05/20/2014		
Total Attachments: 5			
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OP \$65.00 86190694

TRADEMARK

INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment dated as of the 28th day of February, 2014 is made

BETWEEN

HSCS Holdings 4, LLC, a Delaware Limited Liability Company (“**Assignor**”)

- and -

Marketplace Events LLC, a Delaware Limited Liability Company (“**Assignee**”).

WHEREAS Assignor and Assignee concurrently with this Assignment will enter into an Asset Purchase Agreement made and entered into as of the date hereof (the “**Purchase Agreement**”);

AND WHEREAS the Acquired Assets (as that term is defined in the Purchase Agreement) include the trademarks, service marks, and registrations therefor and applications for registrations thereof, listed in Appendix A attached hereto (collectively, the “**Marks**”);

AND WHEREAS Assignor is the owner of the Marks described in Appendix A hereto, together with the goodwill of the business symbolized thereby in connection with the goods and services regarding which the Marks are used;

AND WHEREAS Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks, and in and to the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all right, title, and interest, of whatever kind, in and to the Marks, together with: (1) the goodwill of the business symbolized thereby; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks. Assignor further covenants that it will execute all documents, papers, forms and authorizations, and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in and to the Marks, and in and to the goodwill of the business symbolized thereby. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or electronic form and the parties adopt any signatures received by a receiving fax machine or other electronic form as original signatures of the parties; provided, however, that any party providing its signature in such

manner shall promptly forward to the other parties an original of the signed copy of this Agreement which was so faxed.

[SIGNATURE PAGE TO FOLLOW]

As of the day and year above written, Assignor has duly executed and delivered, and the two parties hereto have executed, this Assignment.

HSCS HOLDINGS 4, LLC

By: _____
Name: Craig G. Glitz
Title: Chief Executive Officer

MARKETPLACE EVENTS LLC

By: _____
Name: Mark White
Title: Chief Financial Officer


[Signature Page To IP Assignment Agreement]

As of the day and year above written, Assignor has duly executed and delivered, and the two parties hereto have executed, this Assignment.

HSCS HOLDINGS 4, LLC

By: _____
Name: Craig Gitlitz
Title: Chief Executive Officer

MARKETPLACE EVENTS LLC

By:  _____
Name: Mark White
Title: Chief Financial Officer

[Signature Page To IP Assignment Agreement]

APPENDIX A

	MARK	FILE DATE	APP. SER. NO.
1.	RALEIGH SPRING HOME SHOW	February 11, 2014	86190694
2.	RALEIGH FALL HOME SHOW	February 11, 2014	86190725

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