

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305539

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Goodwin Group International, LLC | | 05/22/2014 | LIMITED LIABILITY COMPANY: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | SAGE Publications, Inc. | | |
| Street Address: | 2455 Teller Road | | |
| City: | Thousand Oaks | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91320 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3141669 | GOODWIN GROUP | |
| Registration Number: | 3304003 | MD CONFERENCE EXPRESS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3108205988 | | |
| <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: | 310-207-3800 | | |
| Email: | dax_alvarez@bstz.com | | |
| Correspondent Name: | Dax Alvarez | | |
| Address Line 1: | 12400 Wilshire Boulevard | | |
| Address Line 2: | 7th Floor | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90025 | | |
| ATTORNEY DOCKET NUMBER: | 002252.GTM018 | | |
| NAME OF SUBMITTER: | Dax Alvarez | | |
| SIGNATURE: | /dax alvarez/ | | |
| DATE SIGNED: | 05/23/2014 | | |
| Total Attachments: 3 | | | |
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| source=2252.GTM018 - Executed Assignment#page2.tif | | | |

CH \$65.00 3141669

**ASSIGNMENT OF TRADEMARKS
AND REGISTRATIONS THEREFORE**

WHEREAS, The Goodwin Group International LLC, a limited liability company organized under the laws of the State of Massachusetts, having a place of business at 400 West Cummings Park, Suite 4900, Woburn, Massachusetts 01801 ("Assignor"), has acquired or adopted, and used, and thereby owns all rights, title and interests in and to the trademarks and the registrations therefore identified in Exhibit A attached hereto and by this reference incorporated into and made a part hereof (hereinafter collectively referred to as the "Marks") and together with the goodwill of the businesses appurtenant to said Marks; and

WHEREAS, pursuant to that certain agreement dated February 21, 2014, entitled, "Membership Interest Purchase Agreement", entered into by and between Assignor and SAGE Publications, Inc., a corporation organized under the laws of the State of Delaware, having a principal place of business at 2455 Teller Road, Thousand Oaks, California 91320 ("Assignee"), Assignor has agreed to assign unto Assignee its entire rights, title and interests in and to the Marks and the goodwill appurtenant thereto; and

WHEREAS, in order to effectuate Assignor's assignment of its entire rights, title and interests in and to the Marks and the goodwill appurtenant thereto, to Assignee, as required by said Stock Acquisition Agreement, Assignor is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor by these presents does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Marks identified in said Exhibit A, and the attendant goodwill symbolized by the Marks, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Marks by other parties, which causes of action and claims arose prior to the date of execution hereof.

Assignor hereby represents and warrants that, except as it may have otherwise disclosed to Assignee, (i) it is the sole owner of the Marks and the goodwill associated therewith, the Registrations thereof and the Applications relating thereto; (ii) the Registrations thereof were not obtained fraudulently or contrary to any provision of the trademark laws of the United States; (iii) the United States Registrations thereof are not the subject of any cancellation proceedings in the United States Patent or Trademark Office; (iv) it has granted no licenses to any other party to use the Marks, or any of them, in the United States, Canada or Mexico which it has not disclosed to Assignee; (v) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Marks, Registrations or Applications, or any other rights or interests therein which are adverse to those of Assignor; and (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding, with any other person or legal entity relating to the Marks, Registrations and/or Applications which would be breached or otherwise violated by the foregoing assignment of the Marks, Registrations and Applications. In this connection, Assignor states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove or in said Stock Acquisition Agreement.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, so as to establish Assignee as owner of record of the Marks, Registrations and Applications, as the case may be, in the United States.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office, so that Assignee's ownership of the Marks, Registrations and Applications is duly made of record in the United States.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date indicated below.

THE GOODWIN GROUP
INTERNATIONAL LLC
("ASSIGNOR")

Dated: May 22, 2014

By: [Signature]

Name: Jonathan Schindler

Title: President

SAGE PUBLICATIONS, INC.
("ASSIGNEE")

Dated: May 22, 2014

By: [Signature]

Name: Steven M. Eden

Title: Vice President & General Counsel

EXHIBIT A

| MARK | COUNTRY | REGISTRATION NO. | REGISTRATION DATE |
|-----------------------|--------------------|-------------------------|--------------------------|
| GOODWIN GROUP | United States | 3141669 | 09/12/2006 |
| MD CONFERENCE EXPRESS | United States | 3304003 | 10/02/2007 |
| GOODWIN GROUP | European Community | 011036423 | 01/09/2013 |
| MD CONFERENCE EXPRESS | European Community | 011036101 | 12/07/2012 |