

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320073

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XY MEDIA LLC		10/14/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	NM CONFERENCES LLC		
Street Address:	12 Greenway Plaza		
Internal Address:	Suite 1100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77046		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85970962	DAD 2.0 SUMMIT	
CORRESPONDENCE DATA			
Fax Number:	7138005699		
<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:	713.800.5700		
Email:	SMDdocket@smd-iplaw.com		
Correspondent Name:	Sutton McAughan Deaver PLLC		
Address Line 1:	Three Riverway		
Address Line 2:	Suite 900		
Address Line 4:	HOUSTON, TEXAS 77056		
ATTORNEY DOCKET NUMBER:	1716.00010.UST0		
NAME OF SUBMITTER:	Kay Haggard, Paralegal		
SIGNATURE:	/Kay Haggard/		
DATE SIGNED:	10/15/2014		
Total Attachments: 3			
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source=2014_XYMedia_Assign1#page3.tif			

OP \$40.00 85970962

TRADEMARK

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is entered into this 14th day of October, 2014, (the "**Effective Date**") by and between XY Media, LLC, a Texas limited liability company organized and existing under the laws of the State of Texas and having its principal place of business at 9525 Katy Freeway, Suite 435, Houston Texas 77024 ("**Assignor**") and NM Conferences, LLC, a limited liability company organized and existing under the laws of the State of Texas and having its principal place of business at 12 Greenway Plaza, Suite 1100, Houston, TX 77046 ("**Assignee**").

WHEREAS, Assignor is the owner of the trademark DAD 2.0 SUMMIT and the Trademark Application Serial No. 85970962 for the DAD 2.0 SUMMIT mark as applied to "arranging, developing and conducting annual business and educational seminars, educational conferences and educational programs and providing courses of instruction and best practices in the fields of parenting, parent coaching, male and father entrepreneurship and male- and father-led businesses; arranging professional workshop and training courses in the field of parenting; educational services, namely, arranging and conducting educational seminars, lectures, workshops, presentations, retreats and tutorial sessions for men in the field of man- and father-led businesses, male patent online creators and published or online websites and blogs, and/or male patents; business training" in International Class 35 and for: "arranging, developing and conducting annual business conferences in the fields of parenting, male and father entrepreneurship and male- and father-led businesses; business meeting planning and management; business networking of peer to peer groups of father online content creators and father online websites and blogs, father online publishers, individuals, internet media publishers, marketing professionals and market brand representatives; general business networking referral services, namely, promoting the goods and services of others by passing business leads and referrals among group members and meeting sponsors; conferences and seminars in the fields of business, marketing, event management, and entrepreneurship related to male patents and men- and father-led businesses" in International Class 35 ("**Applicant's Services**") (hereafter the "**Mark**"); and

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and

WHEREAS Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Mark.
2. Assignor represents and warrants that:
 - (a) Assignor owns the entire right, title and interest in and to the Mark;
 - (b) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Mark to any other person or entity;

- (c) there are no liens or security interests against the Mark;
- (d) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (e) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

3. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

5. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any supersede any contrary terms in any prior agreement between or among them.

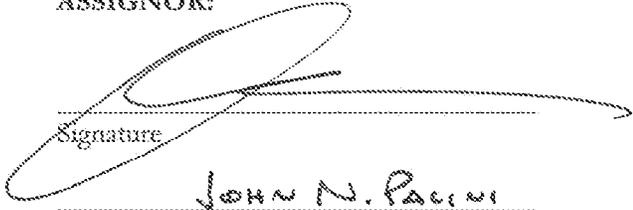
6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

- (a) This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
- (b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Texas. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
- (c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
- (d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:



Signature

JOHN N. PACCINI

Name (printed)

Co-Founder

Title

10/14/14

Date

on behalf of XY Media LLC

ASSIGNEE:



Signature

Carrie Paccini

Name (printed)

Co-founder

Title

October 14, 2014

Date

on behalf of NM Conferences LLC