

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.210/23/2014
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ETAS ID: TM321015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of class 38 services from Messe Dusseldorf GmbH to ----- California Domain Construction, LLC ASSIGNMENT DOCUMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MESSE DUSSELDORF GMBH		08/01/2014	LIMITED LIABILITY COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	CALIFORNIA DOMAIN CONSTRUCTION, LLC		
Street Address:	c/o Stubbs Alderton & Markiles, LLP		
Internal Address:	15260 Ventura Blvd., 20th Floor		
City:	Sherman Oaks,		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2813348	WIRE	
CORRESPONDENCE DATA			
Fax Number:	2126618002		
<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:	212-661-8000		
Email:	lberrios@lmiplaw.com		
Correspondent Name:	Jonathan Myers c/o Lucas & Mercanti, LLP		
Address Line 1:	30 BROAD STREET		
Address Line 2:	21 st Floor		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	8034M / D-1877		
NAME OF SUBMITTER:	Jonathan Myers		
SIGNATURE:	/jonathan myers/		
DATE SIGNED:	10/23/2014		
Total Attachments: 9			
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MESSE DÜSSELDORF GMBH

and

CALIFORNIA DOMAIN CONSTRUCTION, LLC

DEED OF ASSIGNMENT OF TRADEMARKS

ASSIGNMENT

This Deed of Assignment of Trademarks ("Agreement") is dated, entered into and effective as of July 1, 2014 (the "Effective Date").

RECITALS

WHEREAS, MESSE DÜSSELDORF GMBH is a limited liability company domiciled in the Federal Republic of Germany with a principle place of business at Stockumer Kirchstrasse 61 D-40474 Dusseldorf, Germany (the "Assignor");

WHEREAS, CALIFORNIA DOMAIN CONSTRUCTION, LLC is a Delaware limited liability company domiciled in the United States with a business address in care of its attorneys, Stubbs Alderton & Markiles, LLP, located at 15260 Ventura Blvd., 20th Floor, Sherman Oaks, California 91403 (the "Assignee");

WHEREAS, Assignor represents and warrants that it is the owner of all rights, title and interest in and to the Trademarks (as defined below and set forth in Schedule 1 hereto); and

WHEREAS, Assignor has agreed to assign and transfer to Assignee certain rights in and to the Trademarks on the terms set forth in this Agreement;

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

AGREEMENT

1. INTERPRETATION

The following definitions and rules of interpretation in this clause apply in this Agreement.

- a. **Business Day.** A day other than a Saturday, Sunday or public holiday in the United States or the Federal Republic of Germany when banks are open for business.
- b. **Context.** Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular, and a reference to one gender shall include a reference to the other genders.
- c. **Headings.** Paragraph and Schedule headings shall not affect the interpretation of this Agreement.
- d. **Inclusion.** Any words following the terms "including," "include," "in particular," or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- e. **Person.** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal identity) and that person's legal and personal representatives, successors and permitted assigns.

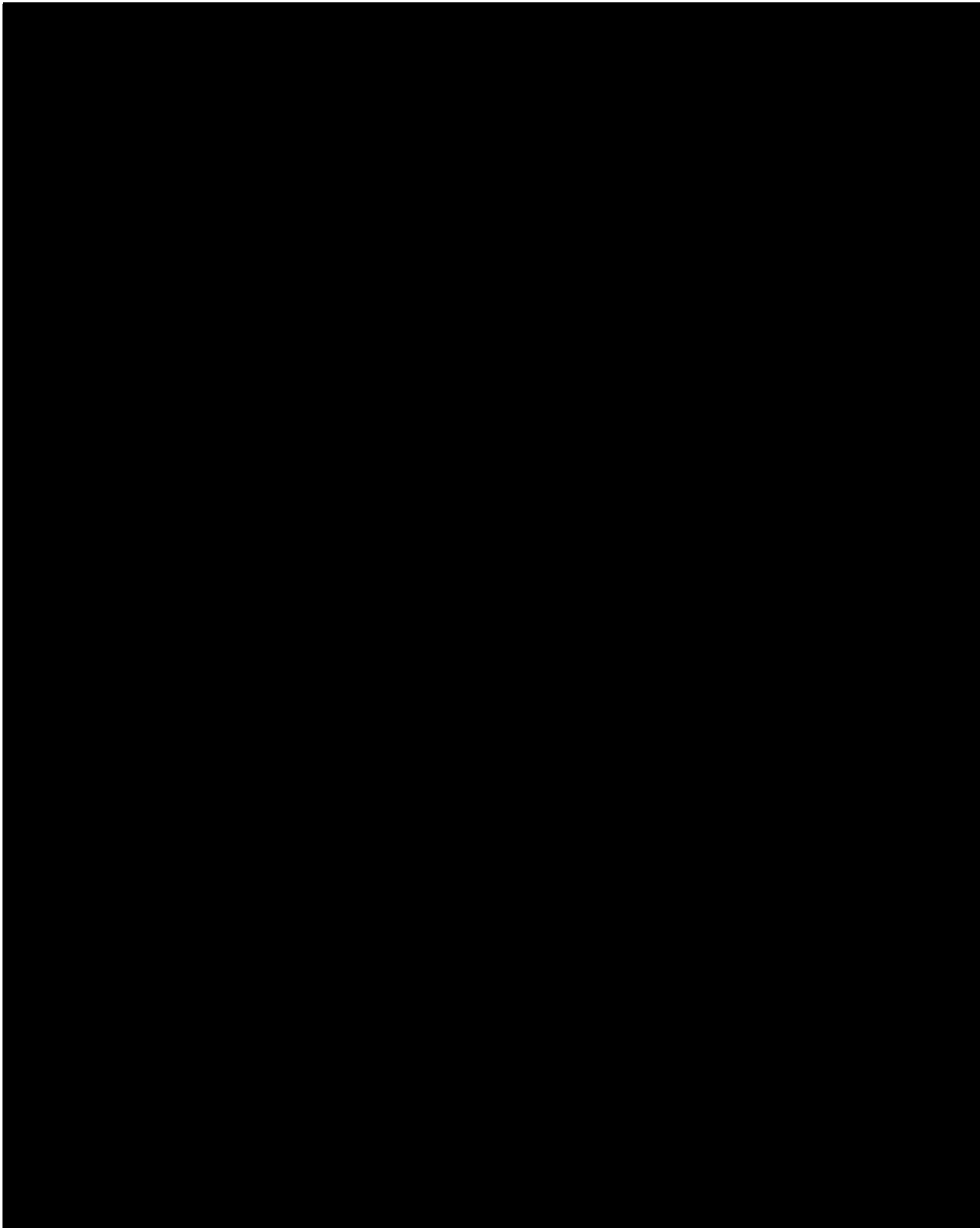
- f. **Registrations.** Registrations shall mean and include the trademark registrations for the Trademarks.
- g. **Schedule(s).** All Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes said Schedules.
- h. **Trademarks.** Trademarks shall mean those certain registered trademarks, the short particulars of which are set forth in Schedule 1 hereto.

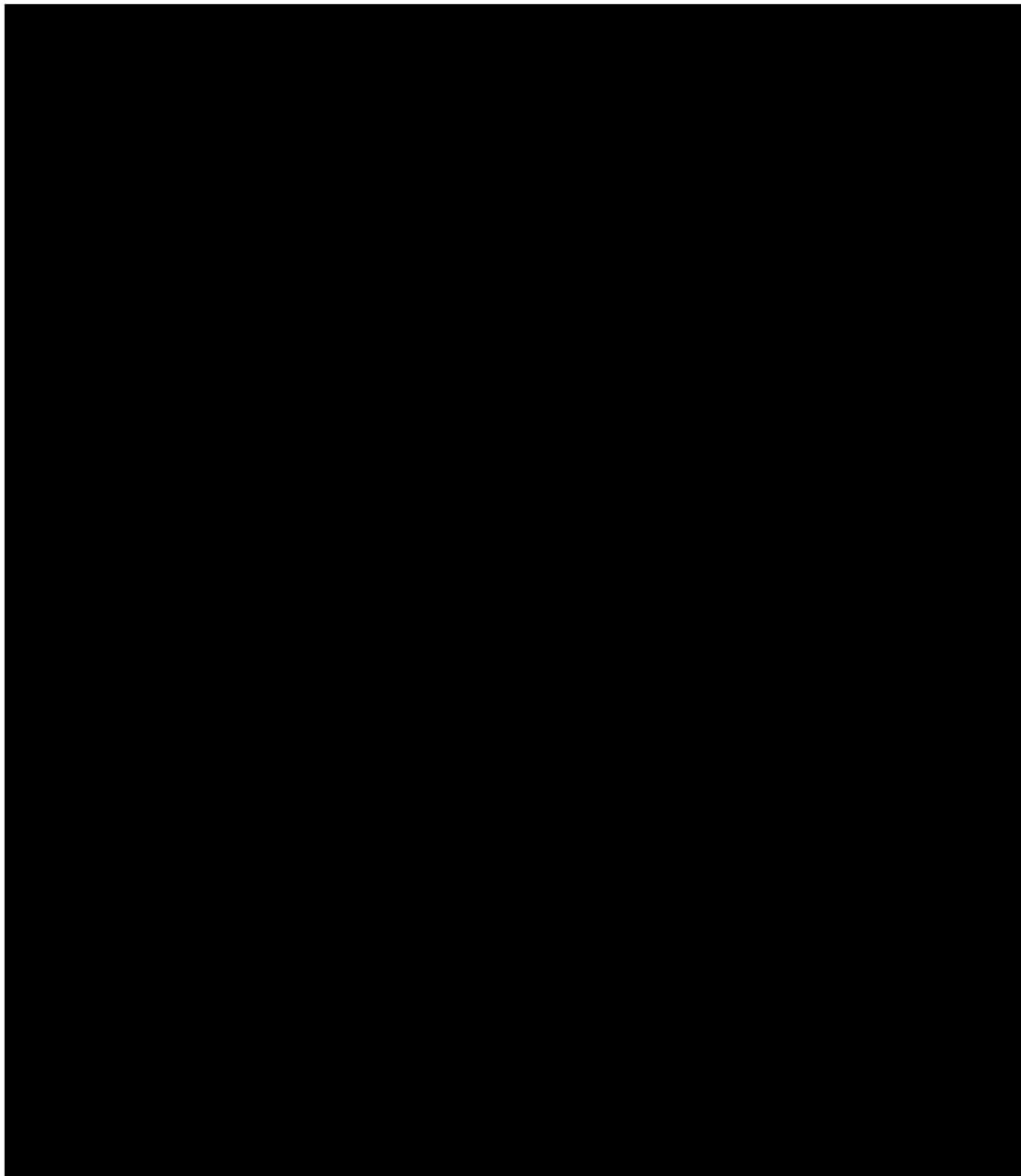
2. ASSIGNMENT AND DIVISION OF TRADEMARK REGISTRATIONS

a. Assignor hereby irrevocably assigns to Assignee all of its rights, title and interest on a worldwide basis in and to the Trademarks in Class 038, namely, the services defined in Schedule 1 (the "Assigned Rights"). Such rights shall include without limitation (i) all intellectual property rights, moral rights and goodwill therein and thereto, and (ii) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of the Assigned Rights whether occurring before, on or after the date of this Agreement. In addition, Assignor agrees to cooperate fully with Assignee and to act as Assignee's fiduciary to hold the Assigned Rights in trust while performing all acts necessary to transfer the Assigned Rights to Assignee, to divide Class 038 of the Trademarks into new and separate registrations (the "Class 038 Registrations"), and to record all appropriate assignment and other documents with the respective trademark offices to evidence Assignee's acquisition and ownership of the Assigned Rights to the Class 038 Registrations, including, specifically, providing to the German Trademark Office an "Eintragungsbewilligung" (i.e., a declaration to be rendered by Assignor and presented by Assignee in which Assignor agrees to the partial recordation of the transfer of ownership of the German trademark for WIRE (Reg. No. 399755691) in the name of Assignee).

b. In exchange for the foregoing assignment, Assignee agrees to pay Assignor a sum [REDACTED] upon the full execution of this Agreement by the parties, [REDACTED] upon the acceptance of the recordation of the assignment of the Class 038 Registrations to Assignee with the respective trademark offices evidencing Assignee's ownership thereof. All payments shall be made via by wire transfer, unless otherwise agreed by the parties.

c. Assignor acknowledges by virtue of the assignment made in this Paragraph 2 that Assignee is the exclusive owner of the Assigned Rights. As such, Assignor agrees that it has no right, title or interest in or to any of the Assigned Rights from and after the Effective Date, agrees to take no action inconsistent with Assignee's ownership of the Assigned Rights, agrees never to attack the validity of any of the Assigned Rights, Assignee's ownership thereof, or any of the terms of this Agreement, or assist any third party in doing any of the same, and hereby waives any right to contest the validity of the Assigned Rights.





5. GENERAL PROVISIONS

a. Notices. All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by facsimile (copy by mail), mailed, certified or registered mail or overnight delivery service, with postage prepaid:

If to Assignor:

Messe Düsseldorf GMBH
Stockumer Kirchstrasse 61 D-40474
Dusseldorf, Germany

With a simultaneous copy to:

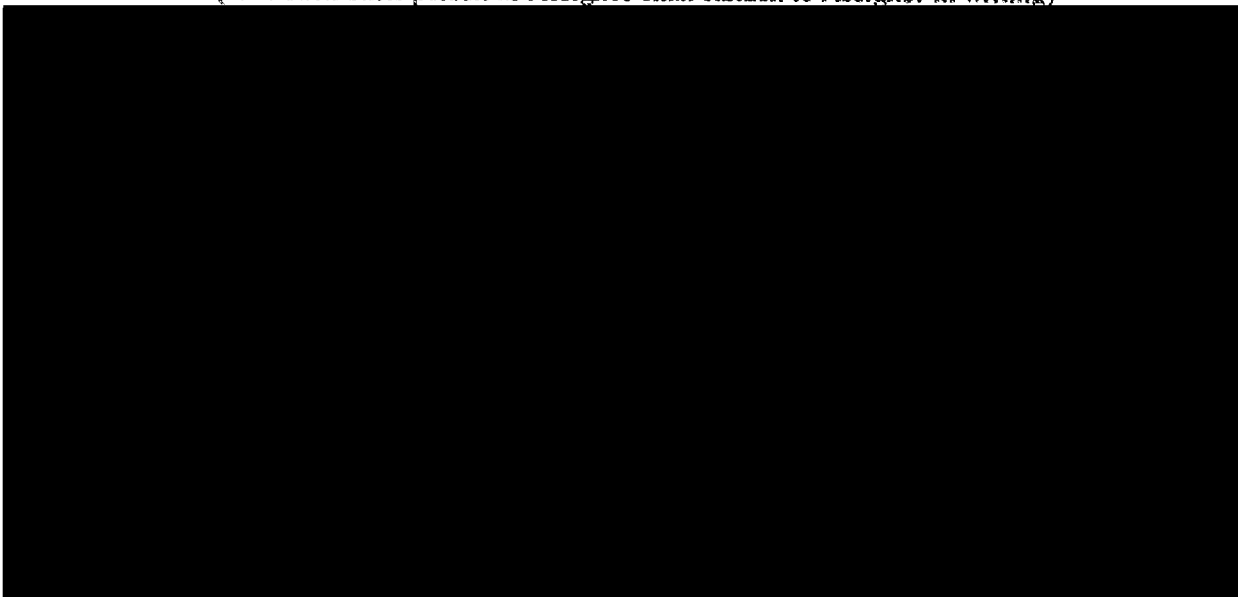
Lucas & Mercanti, LLP
30 Broad Street, 21st Floor
New York, NY 10004
Attention: Jonathan Myers, Esq.
jmyers@lmiplaw.com

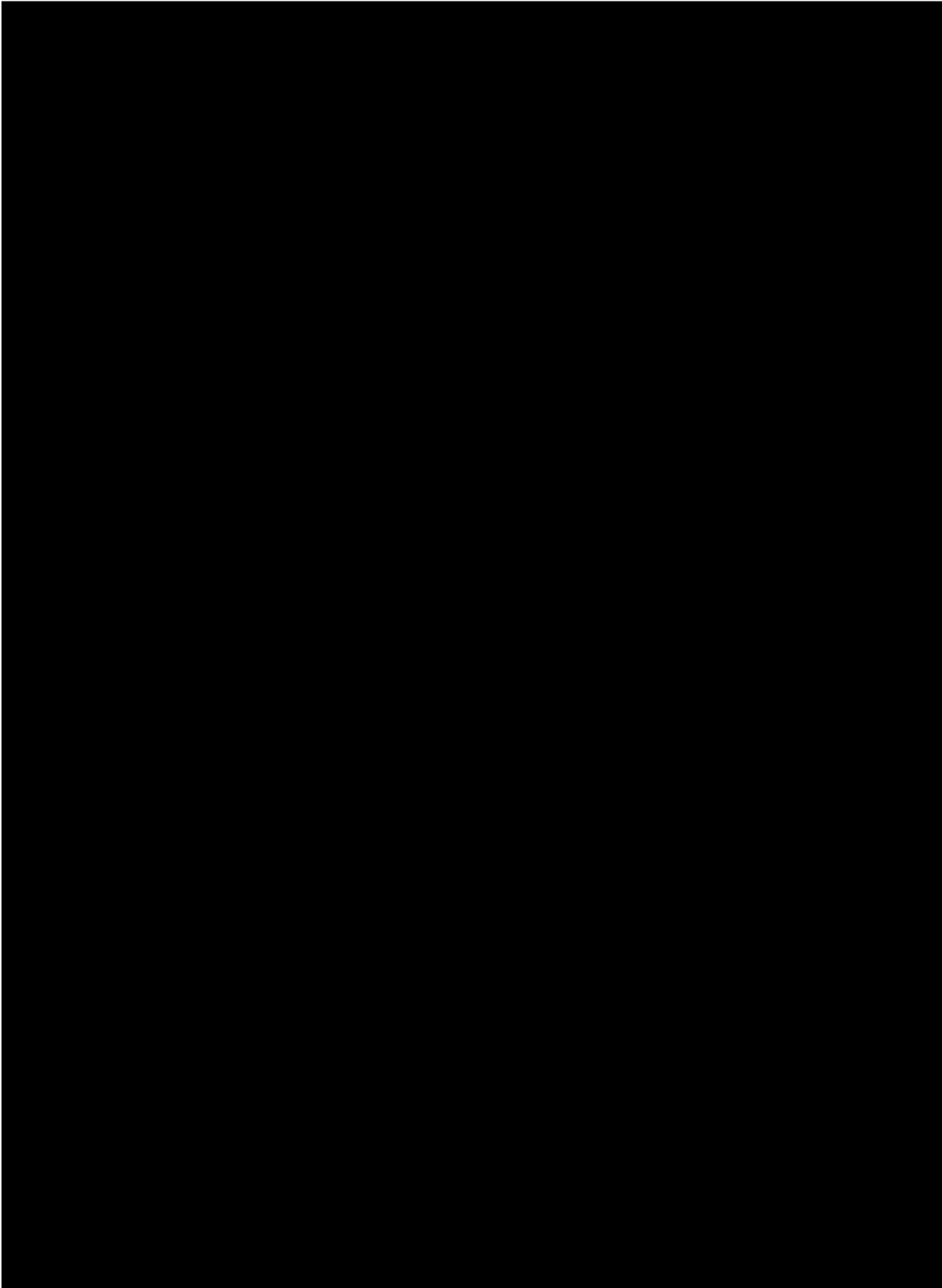
(or to such other person as Assignor shall furnish to Assignee in writing)

If to Assignee:

California Domain Construction, LLC
c/o Stubbs Alderton & Markiles, LLP
15260 Ventura Blvd., 20th Floor
Sherman Oaks, California 91403
United States of America
Attn.: Konrad Gatien, Esq.
kgatien@stubbsalderton.com

(or to such other person as Assignee shall furnish to Assignor in writing)



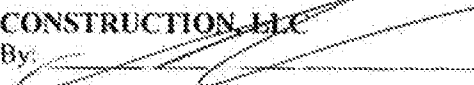


m. Counterparts. This Agreement may be executed in one or more counterparts, and by facsimile or electronic transmission, each copy of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, but this Agreement shall not be binding upon the parties until it has been signed by all parties.

MESSE DÜSSELDORF GMBH

CALIFORNIA DOMAIN

IV.  IV. 
-Vertre- -Kehrer-
By: _____
General-Counsel Director
Its: _____
Düsseldorf, 30.07.2014
Date: _____

CONSTRUCTION, LLC
By: 
Its: Counsel
Date: 01.08.2014

SCHEDULE 1

<u>Trademarks</u>	<u>Reg. No.</u>	<u>Territory</u>	<u>Filing Date</u>	<u>International Class(es)</u>
WIRE*	2813348	United States	May 17, 2000	16, 37, 38, 42
WIRE**	399755691	Germany	Dec. 1, 1999	16, 35, 37, 38, 41, 42
WIRE***	757391	WIPO -- Designations in the United Kingdom, Japan, Austria, Benelux, Switzerland, China, Spain, France, Italy, Poland, and the Russian Federation	Jan. 19, 2001	16, 35, 37, 38, 41, 42

Whereas the International Class 38 services of the three trademarks above to be transferred are:

- * Communication services, namely, television broadcasting, radio broadcasting and broadcasting programs via a global computer network; telecommunications, namely, telephone services, cellular telephone services and e-mail services; radio and television broadcasting.

- ** Nachrichtenwesen; Sammeln und Liefern von Nachrichten, auch im Online-Betrieb; Dienstleistungen im Bereich der Telekommunikation; Dienstleistungen einer Presseagentur; Ausstrahlen von Rundfunk- und Fernsehprogrammen.

- *** Communications; collecting and supplying of news, also on line; services in the field of telecommunications; services of a news agency; broadcasting of radio and television programs.