

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAZD Markets, Inc.		09/27/2013	CORPORATION: Delaware
RECEIVING PARTY DATA			
Name:	Questex Media Group, LLC		
Street Address:	275 Grove Street		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Limited Liability Company: Delaware		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3890673	JAZ'D! MARKETS	
CORRESPONDENCE DATA			
Fax Number:	6173453299		
Phone:	617 345 3000		
Email:	trademarks@burnslev.com		
<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>			
Correspondent Name:	Deborah J, Peckham, Burns & Levinson LLP		
Address Line 1:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	43375		
NAME OF SUBMITTER:	Deborah J Peckham		
Signature:	/Deborah J Peckham/		
Date:	10/27/2014		

Total Attachments: 4

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RECEIPT INFORMATION

ETAS ID:	TM321252
Receipt Date:	10/27/2014
Fee Amount:	\$40

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into as of September 27th, 2013, by JAZD Markets, Inc., a Delaware corporation (the "Assignor"), in favor of Questex Media Group LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof, by and among the Assignor and the Assignee (the "Purchase Agreement"), Assignee will purchase the Purchased Assets and assume the Assumed Liabilities, all as more particularly described in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. DEFINED TERMS

All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. ASSIGNMENT

2.1. Assignment of Intellectual Property Rights. The Assignor hereby sells, assigns, transfers, conveys and delivers, free and clear of all Encumbrances, to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Intellectual Property Rights (selected elements fo which are more particularly described on Schedule 1 annexed hereto), together with all income, royalties, damages and payments due or payable at the Closing or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past, present or future infringements or misappropriations thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world and all copies and tangible embodiments of any such Intellectual Property Rights (collectively, the "Assigned Intellectual Property").

2.2. Further Assurances. The Assignor shall, upon the reasonable request of the Assignee, provide to the Assignee all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) to fully and effectively effectuate the purposes of this Agreement, including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Assigned Intellectual Property and this Agreement; and (iii) obtaining any patent, copyright or trademark protection relating to rights assigned herein that the Assignee may deem appropriate that may be secured under the Laws now or hereafter in

effect in the United States or in any other country. The Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Assignee.

3. GENERAL PROVISIONS

3.1. Terms of Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, (a) the Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assigned Intellectual Property, (b) jurisdiction and (c) waiver of jury trial are incorporated herein by this reference. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, enlarged or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3.2. Modification. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by all the parties herein.

3.3. Governing Law. ALL RIGHTS, REMEDIES, LIABILITIES, POWERS AND DUTIES OF EACH OF THE PARTIES TO THIS AGREEMENT, SHALL BE GOVERNED BY AND CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

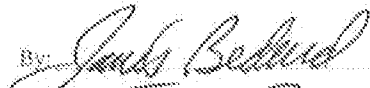
3.4. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, portable document format or other electronic means shall be deemed to be their original signatures for all purposes.

[Remainder of Page Intentionally Left Blank; Signatures on following pages.]

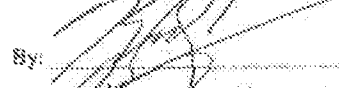
IN WITNESS WHEREOF, the Assignor and the Assignee have entered into this Intellectual Property Assignment Agreement as of the date set forth above.

JAZZ MARKETS, INC.

QUESTEX MEDIA GROUP LLC

By: 
Name: JAMES BEDARD
Title: CEO & President

hereunto duly authorized

By: 
Name: KERRY GUMAS
Title: President / CEO

hereunto duly authorized

Schedule 1

Domain Names

www.jazdmarkets.com

Patents

[None]

Trademarks

JAZ'DI MARKETS, Registration No. 3,890,673, Registered December 14, 2010

Copyrights

[None]

4838-7109-8396.2