

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emerald Expositions, LLC		01/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JNET.com, Inc.		
Street Address:	120 Broadway		
Internal Address:	Suite 2820		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10271		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3087371	NATIONAL JEWELER	
CORRESPONDENCE DATA			
Fax Number:	6466580256		
<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:	6467086026		
Email:	mfallon@jewelers.org		
Correspondent Name:	Molly A Fallon		
Address Line 1:	120 Broadway		
Address Line 2:	Suite 2820		
Address Line 4:	New York, NEW YORK 10271		
NAME OF SUBMITTER:	Molly A. Fallon		
SIGNATURE:	/Molly A. Fallon/		
DATE SIGNED:	02/20/2015		
Total Attachments: 11			
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source=NJ Agreement#page3.tif			

OP \$40.00 3087371

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NATIONAL JEWELER ASSIGNMENT AGREEMENT

This NATIONAL JEWELER ASSIGNMENT AGREEMENT (this "Agreement"), effective as of January 31, 2015 (the "Effective Date"), is entered into by and between Emerald Expositions, LLC, a Delaware limited liability company, with offices at 31910 Del Obispo, Suite 200, San Juan Capistrano, CA 92675 ("Emerald") and JNET.Com, Inc., a Delaware corporation, with offices at 120 Broadway, Suite 2820, New York, NY 10271 ("JNET") (each of JNET and Emerald, is referred to herein as a "Party," and collectively, the "Parties").

WHEREAS, Emerald owns, operates, produces, publishes and promotes a website, nationaljeweler.com, (the "Website"), a digital magazine entitled *National Jeweler* (the "Digital Magazine"), and email newsletters (the "Newsletters") and social media platforms related thereto (collectively, the "Business"); and

WHEREAS, the Parties desire that Emerald assign to JNET certain assets so that JNET may own, operate, produce, publish and promote the Business, and Emerald has agreed to assign to JNET those assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Assignment of NJ Assets. Subject to the terms of this Agreement, Emerald hereby conveys, transfers and assigns to JNET all of Emerald's right, title and interest in and to the following insofar as they relate to the Business (collectively the "NJ Assets");

- (a) the trademarks, service marks, trademark registrations, trade names, designs, and logos and the Internet domain names and URLs associated with the Website that contain or incorporate the term National Jeweler or that are used in the Business, as more fully set forth on Schedule I;
- (b) the copyright and copyright registrations in any articles, photographs, videos, blogs and other material owned by Emerald published on the Website, Newsletters, the Digital Magazine and exclusively related thereto and used therewith;
- (c) the databases and Website content owned by Emerald and exclusively related to and used with the Website, Newsletters and the Digital Magazine;
- (d) All subscriber and customer records, contact information, circulation lists and prospective subscriber and prospective customer data of Emerald associated with the Business to be used by JNET only in the operation of the Business;
- (e) All records of Emerald relating to sales representative relationships, advertisers, sponsors, contractors and vendors of the Business, including names and contact information;
- (f) All goodwill associated with any of the foregoing or related to the Business;
- (g) Deferred Revenue (cash received by Emerald on or before the Effective Date for products or services to be provided by JNET on or after February 1, 2015) offset by any Deferred Expenses paid by Emerald where JNET receives the benefit after the Effective Date;
- (h) Executory contracts with respect to the Business;
- (i) Three years of ad sales documentation;
- (j) As appropriate, all documentation pertaining to (a) through (i) above.

2. Disclaimer. THE NJ ASSETS ARE CONVEYED, TRANSFERRED AND ASSIGNED "AS IS," AND JNET ASSUMES THE ENTIRE RISK AS TO THE USE OF THE NJ ASSETS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EMERALD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, CONCERNING THE NJ ASSETS AND THE RIGHT OF JNET TO USE ANY NJ ASSETS, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY BE OTHERWISE IMPLIED FROM ANY COURSE OF DEALING, PERFORMANCE, OR USAGE.

3. Services; Royalties; Reversion; Right of First Refusal

(a) JNET Services. In consideration of the assignment by Emerald of the NJ Assets, JNET shall provide Emerald with the following services:

(i) Free marketing and advertising in the Digital Magazine, Newsletters, and on the Website for all JA branded Events (as further detailed in Exhibit A attached hereto);

(ii) 50% discount on marketing and advertising fees in the Digital Magazine, Newsletters, and on the Website for all non-JA branded events organized by Emerald.

(b) Royalty.

(i) For so long as JNET or any affiliate owns, operates, produces, publishes or promotes the Business, JNET shall pay to Emerald a royalty of 3.5% on net advertising revenue and any other source of revenue (including, but not limited to, sponsorship, research, subscription, and paywall revenue) received by JNET or its affiliates in connection with the operation of the Website, Newsletters and Digital Magazine ("Revenue"). JNET shall pay to Emerald the foregoing royalty on the fifteenth of each month, based on the Revenue of the prior month, in US dollars by wire transfer to a bank account to be designated in writing by Emerald. For purposes hereof, "net advertising revenue" shall mean gross revenues from advertisements minus sales taxes collected, credit card chargebacks, and authorized discounts given to advertisers.

(ii) JNET shall use commercially reasonable efforts to maximize Revenue and operate the Website, Newsletters, and Digital Magazine in a manner such that the nature and quality of the Website, Newsletters and Digital Magazine be at least equal to the nature and quality of the Website, Newsletters and Digital Magazine immediately prior to the Effective Date, and in any event consistent with generally accepted industry standards.

(iii) JNET shall not nor attempt to, nor permit, authorize, enable or request any other person to take any actions with the primary intention of reducing the amount of royalties to be paid to Emerald hereunder without any legitimate business purpose.

(iv) JNET shall prepare and retain for at least a period of five years after making a payment under this Agreement, all books and records that contain data reasonably required to verify the amounts due under this Agreement, unless otherwise required by law, rules or regulation. Emerald shall have the right to hire at Emerald's cost, an accounting firm, or other qualified audit firm, to inspect such books and records upon reasonable prior notice during normal business hours, to verify the amounts due, but no more than twice in any 12-month period. If the audit discloses any underpayment by JNET, JNET shall promptly make payment to Emerald of such underpayment upon written notice from Emerald, unless the underpayment is disputed in good faith by JNET.

(c) Emerald Services. During the twelve months immediately following the Effective Date, Emerald shall provide JNET with the following services at no cost to JNET:

(i) Use of and technical support for all platforms related to: the Business, the deployment of all daily, weekly and monthly National Jeweler news-related emails, and the Digital Magazine at the same or greater frequency as published as of the Effective Date or as the Business dictates;

(ii) Hosting services for the Website under the technology platform and in the format utilized as of the Effective Date (as further detailed in Exhibit B attached hereto); and

(iii) National Jeweler email deployment via SilverPop.

(d) Reversion. JNET shall notify Emerald promptly if, at any point during the 12-month period immediately following the Effective Date (the "Reversionary Period"), JNET intends to discontinue or to transfer, assign, or sell the operation of the Website, Newsletters and/or Digital Magazine to any third party other than an affiliate of JNET. In such an event, JNET shall, and hereby does, assign, transfer, and convey for no additional consideration, all right, title, and interest in and to the NJ Assets then owned or controlled by JNET, to Emerald. JNET shall execute any documents as Emerald may reasonably request to evidence such assignment, transfer, and conveyance.

(e) Right of First Refusal. JNET shall not sell, transfer, convey, assign, grant a security interest in, or otherwise dispose of any NJ Asset during the Reversionary Period (except, for the avoidance of doubt, to Emerald or an affiliate of JNET). After the Reversionary Period, before JNET may sell, transfer, convey or assign any NJ Asset to an unaffiliated third party, JNET shall first offer such NJ Asset to Emerald on the same terms as are offered by the third party. Emerald will have 30 days during which to accept that offer. If Emerald does not accept the offer in writing within the 30-day period, JNET may accept the third-party offer. If JNET does not enter into an agreement with the third party on such terms and close the transaction within 90 days, JNET's right to sell the NJ Asset to the third party expires and the procedure described in this Section will again be applicable. JNET shall ensure that any agreement with any third party to acquire any NJ Asset includes the obligation of that third party and any successor thereto to continue to provide Emerald the services set forth in Section 3(a) and pay Emerald the royalty set forth in Section 3(b), and, after fulfilling any remaining commitment thereunder, JNET's obligations thereunder shall be terminated and JNET shall have no liability thereunder. JNET understands and agrees that the preceding sentence contemplates a material and critical component of this Agreement and the consideration provided by JNET herein.

4. Employee Matters

(a) Employment. Effective February 1, 2015, JNET shall make each of Michelle Graff, Hannah Connorton, and Brecken Branstrator (the "Employees") an offer of employment on terms, with respect to salary and bonus opportunity, in the aggregate no less generous than those provided by Emerald immediately prior to February 1, 2015, and with employee benefits, in the aggregate, that are no less generous than those provided by JNET to similarly situated employees of JNET (the "Offer"). If, effective February 1, 2015, the Employees accept such Offer, Emerald will accept the resignation of the Employees effective January 31, 2015, and shall pay to such Employees all wages and other amounts due as may be required by law. JNET shall provide reasonable office space to each Employee that accepts an Offer.

(b) Service Credits. With respect to the Employees, JNET shall (i) waive all limitations as to preexisting condition exclusions and waiting periods under any employee benefit plans of JNET in which such Employees may be eligible to participate, and (ii) credit each Employee's service accrued with Emerald as of January 31, 2015 for all purposes, statutory or otherwise.

(c) Employment At-Will. Notwithstanding anything contained herein to the contrary, this Agreement shall not alter the at-will nature of any Employee's employment. Nothing in this Agreement shall restrict, limit or interfere with the ability (after February 1, 2015) of JNET to terminate, amend or replace any particular agreement, plan or program, or to alter the terms or conditions of employment or terminate the employment of any person; provided that the requirements of this Section 4 are otherwise satisfied.

5. Representations and Warranties

(a) Emerald represents and warrants to JNET the following:

(i) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Emerald, enforceable against it in accordance with its terms. Once fully executed, this Agreement is fully effective in all respects upon the Effective Date.

(ii) To the knowledge of Emerald, as of the date first written above, the execution, delivery, and performance of this Agreement by Emerald and the consummation by it of the transactions contemplated hereby do not: (i) violate any provision of any applicable law or regulations, (ii) conflict with, violate, or otherwise breach any agreement, policy or contract to which Emerald is a party or by which it is bound, or (iii) result in the creation or imposition of any lien or encumbrance upon any of the NJ Assets.

(iii) It hereby transfers to JNET good and marketable title to the NJ Assets, free and clear of all liens, encumbrances, security interest, or adverse claims of any nature.

(iv) To the knowledge of Emerald, as of the date first written above, there are no obligations or commitments or any agreements pertaining to the Business that require JNET, as owner of the Website and Digital Magazine as of the Effective Date to: (i) return or refund any payments previously made to Emerald in respect of the NJ Assets, or (ii) make any other payments of any kind with respect to the NJ Assets prior to the Effective Date.

(v) To the knowledge of Emerald, as of the date first written above, there are no actions, suits, proceedings, hearings, complaints, claims, or demands pending, threatened against or involving Emerald with respect to the Business or the NJ Assets, and no claims have been asserted or threatened by any third party that Emerald's use of the NJ Assets or operation of the Business violates or infringes the rights of any third party, including intellectual property rights, and Emerald has no knowledge of any valid basis for any such claim. There is no judgment, decree or order against Emerald that prevents or enjoins the transfer and assignment of the NJ Assets.

(vi) It has filed all material tax returns required by law to have been filed by it that relate to the Business and NJ Assets, and has paid all taxes due and payable by it or assessed against its interest in the Business and NJ Assets. There are no tax liens against any of the NJ Assets, nor are there any overdue taxes with respect to the Business or any of the NJ Assets. All taxes and other assessments and levies related to the NJ Assets that it is required by law to withhold, collect or pay have been duly withheld and collected. It is not presently under, and has not received any notice of, any investigation or audit by the Internal Revenue Service or any state or local taxing authority concerning taxes associated with the NJ Assets.

(vii) The NJ Assets to be conveyed to JNET pursuant to this Agreement are all the material tangible and intangible assets necessary for the conduct of the Business as such Business has been conducted by Emerald prior to the Effective Date.

(b) JNET represents and warrants to Emerald the following:

(i) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of JNET, enforceable against it in accordance with its terms. Once fully executed, this Agreement is fully effective in all respects upon the Effective Date.

(ii) To the knowledge of JNET, as of the date first written above, the execution, delivery, and performance of this Agreement by JNET and the consummation by it of the transactions contemplated hereby do not: (i) violate any provision of any applicable law or regulations or (ii) conflict with, violate, or otherwise breach any agreement, policy or contract to which JNET is a party or by which it is bound.

6. Damages. EACH PARTY, ITS RESPECTIVE AFFILIATES, AND ITS AND THEIR RESPECTIVE PERSONNEL, PARTNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, MEMBERS, LICENSORS, SUCCESSORS AND ASSIGNS, WILL NOT HAVE ANY LIABILITY OR

RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

7. Indemnification. JNET shall indemnify and defend Emerald, its affiliates, and its and their directors, officers, and employees from and against all damages, expenses (including reasonable attorneys' fees and court costs), losses, liabilities, obligations, claims, demands, suits, actions, investigations, proceedings, and causes of action to the extent arising out of or relating to (a) any breach of this Agreement by JNET and (b) JNET's use of the NJ Assets or operation of the Business after the Effective Date. Emerald shall indemnify and defend JNET, its affiliates, and its and their directors, officers and employees from and against all damages, expenses (including reasonable attorneys' fees and court costs), losses, liabilities, obligations, claims, demands, suits, actions, investigations, proceedings, and causes of action to the extent arising out of or relating to (a) any breach of this Agreement by Emerald and (b) Emerald's use of the NJ Assets or operation of the Business prior to the Effective Date.

8. Miscellaneous.

(a) Successors and Assigns. This Agreement binds and inures to the benefit of the Parties and their respective permitted assignees and successors.

(b) Equitable Relief. Each Party acknowledges any breach of this Agreement by the other Party may cause the non-breaching Party irreparable injury, and the remedies at law for a breach of this Agreement may be inadequate and the resulting damages may not readily be measured in monetary terms. Without limiting any of the non-breaching Party's other rights and remedies, and notwithstanding anything in this Agreement to the contrary, in the event of any breach or threatened breach of this Agreement by the other Party, the non-breaching Party may obtain and will be entitled to any injunctive or other equitable relief that a court of competent jurisdiction deems proper (including an order restraining any threatened or future breach), on use of affidavit evidence or otherwise, and without furnishing proof of actual damages or posting a bond or other surety.

(c) Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any prior or contemporaneous statements or agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument that refers specifically to this Agreement and is signed by each Party's authorized representative.

(d) Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(e) Jurisdiction. Each Party irrevocably submits to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any suit, action or other proceeding arising out of or relating to this Agreement or any transaction contemplated by this Agreement, or for recognition or enforcement of any judgment. Each Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of any suit, action or other proceeding arising out of or relating to this Agreement or any transaction contemplated by this Agreement in any such courts.

(f) Independent Relationship. Nothing in this Agreement creates any joint venture, partnership or principal-agent relationship among the Parties.

(g) Interpretation. The descriptive headings in this Agreement are used solely for convenience and are not intended to affect its meaning or interpretation. Where reference is made in this Agreement to a Section, that reference is to a Section of this Agreement, unless otherwise indicated. The words "including," "include," and "includes" are not limiting and are to be read as if they were followed by the phrase "without limitation." "Sole discretion" means, with respect to any determination to be made under this Agreement by a Party, the sole and absolute discretion of that Party, without regard to any standard of reasonableness or other standard by which the determination of that Party might be challenged.

(h) Remedies. All remedies, either under this Agreement or by law or otherwise afforded to the Parties hereunder, except as otherwise expressly set forth in this Agreement, shall be cumulative and not alternative, and any person or entity having any rights under any provision of this Agreement will be entitled to enforce such rights specifically, to recover damages by reason of any breach of this Agreement, and to exercise all other rights granted by law, equity, or otherwise. A Party's failure to enforce any provisions of or rights deriving from this Agreement does not waive those provisions or rights, or that Party's right to enforce those provisions or rights. Except to the extent stated otherwise in this Agreement, each Party's rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity.

(i) Notices. All notices and other communications hereunder must be in writing and will be deemed to have been given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) to the Parties at the addresses set forth in the introductory paragraph to this Agreement (or at such other address for a Party as specified by like notice). All notices shall be deemed given, if mailed, on the third business day after the date mailed, and, if by any other permitted method, on the date delivered.

(j) Counterparts. The Parties may execute this Agreement in one or more counterparts, each of which when executed is an original counterpart and all of which taken together constitute one and the same Agreement. A Party's delivery to the other Party of an original counterpart to this Agreement, or as a scanned image (such as a .pdf file) attached to an email to the other Party's authorized representative set forth below, is effective as delivery of that counterpart.

[remainder of page intentionally left blank]

The Parties have caused this National Jeweler Assignment Agreement to be executed by their respective duly authorized representatives as of the date written below.

JNET:

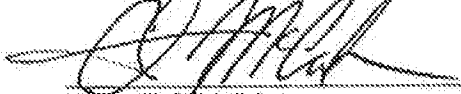
JNET.COM, INC.



Name: David Bonaparte
Title: President
Date: January 9, 2015

EMERALD:

EMERALD EXPOSITIONS, LLC



Name: Chris McCabe
Title: EVP
Date: January 9, 2015

[Signature page to National Jeweler Assignment Agreement]

SCHEDULE I

TRANSFERRED TRADEMARK AND DOMAINS

**NATIONAL
Jeweler**

Word Mark	NATIONAL JEWELER
Goods and Services	IC 016. US 002 005 022 023 029 037 038 050. G & S: PRINTED PUBLICATIONS, NAMELY, PERIODICALS, NEWSLETTERS, AND MAGAZINES IN THE JEWELRY AND WATCH INDUSTRIES. FIRST USE: 19060000. FIRST USE IN COMMERCE: 19060000
	IC 041. US 100 101 107. G & S: PROVIDING ON-LINE NEWSLETTERS DIRECTED TO THE JEWELRY AND WATCH INDUSTRIES. FIRST USE: 19981128. FIRST USE IN COMMERCE: 19981128
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	78570417
Filing Date	February 18, 2005
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	February 7, 2006
Registration Number	3087371
Registration Date	May 2, 2006
Owner	(REGISTRANT) VNU Business Media, Inc. CORPORATION DELAWARE 770 Broadway New York NEW YORK 100039595
	(LAST LISTED OWNER) EMERALD EXPOSITIONS, LLC LIMITED LIABILITY COMPANY DELAWARE 31910 DEL OBISPO STREET SUITE 200 SAN JUAN CAPISTRANO CALIFORNIA 92675
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Victoria J. B. Doyle
Type of Mark Register	TRADEMARK. SERVICE MARK
Affidavit Text	PRINCIPAL-2(F)
Live/Dead Indicator	SECT 15. SECT 8 (6-YR). LIVE

nationaljeweler.com
national-jeweler.com
nationaljewelermag.com
nationaljewelermagazine.com
nationaljewelernetwork.com
nationaljewelernetwork.net
nationaljeweleronline.com

EXHIBIT A

JNET Events Marketing and Advertising Requirements from JNET and the National Jeweler Website, Newsletters and Digital Magazine:

- Website & Newsletter: Static Location (mutually agreed to by both Parties) promoting the current and upcoming JA branded Trade Show Events ("Events") (current right hand side location); links to registration and Look Book
- Website & Newsletter: Banner ad displayed at mutually agreed upon location promoting current Event
- Database: Reciprocal sharing of databases. JNET will share the NJ subscriber database with Emerald and Emerald will share the JA New York-branded show database with JNET. Show database given 60 days post show. National Jeweler database given to JA team when requested.
- Social Media: JNET social media posts regarding the Events, as appropriate at JNET's discretion
- Digital Magazine: Full Page ad in each Digital Magazine promoting upcoming Events as agreed upon by both parties
- Newsletter: Updates on Events three months prior to each Event that feature exhibitors, new exhibitors, new special events, and highlights, as appropriate in JNET's discretion

EXHIBIT B

- During the twelve months immediately following the Effective Date, Emerald will continue to manage the Website as it did on the Effective Date by promptly fixing anything that is broken; provided, however, that Emerald will not build any new features or develop any new functionality for the Website, and minor changes will be managed based on priority related to other items in Emerald's development queue.
- * Any rich media ad units on the Website will be paid for by JNET.