

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM336629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vendome Group, LLC		02/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Emerald Expositions, LLC		
Street Address:	31910 Del Obispo		
Internal Address:	Suite 200		
City:	San Juan Capistrano		
State/Country:	CALIFORNIA		
Postal Code:	92675		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3268421	CONSTRUCTION SUPERCONFERENCE	
Registration Number:	4228818	ENVIRONMENTS FOR AGING	
Registration Number:	4243772	HEALTHCARE DESIGN	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	2128598778		
Email:	novika.ishar@friedfrank.com		
Correspondent Name:	Novika Ishar		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	34224-14		
NAME OF SUBMITTER:	Novika Ishar		
SIGNATURE:	/NI/		
DATE SIGNED:	03/30/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of February 27, 2015 (this “Agreement”), is made by and between Vendome Group, LLC, a Delaware limited liability company (the “Assignor”), and [Emerald Expositions, LLC], a Delaware limited liability company (the “Assignee”).

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule I attached hereto and incorporated by reference herein (the “Assigned Marks”); and

WHEREAS, in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of February 27, 2015, by and between Assignor and Assignee (the “Purchase Agreement”), Assignee desires to acquire all of Assignor’s right, title and interest in and to the Assigned Marks, together with the goodwill of Assignor’s business connected with the use of and symbolized by the Assigned Marks.

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

1. Assignment. Assignor does hereby assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in and to the Assigned Marks, together with the goodwill of the Assignor’s business connected with the use of and symbolized by the Assigned Marks, including without limitation all rights to sue for, and to collect all damages and payments for claims of, past, present and future infringement of the Assigned Marks.

2. Recordation. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record ownership of U.S. Trademark Reg. Nos. (i) 3,268,421, (ii) 4,228,818, and (iii) 4,243,772 as the property of Assignee.

3. Further Action. From time to time after the date hereof, Assignor and Assignee shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may be necessary to consummate the transactions contemplated hereby.

4. No Expansion of Representations and Warranties. The Assignor and the Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded or deemed enlarged, modified or altered in any way hereby, but shall remain in full force and effect to the full extent provided therein. In the event that any provision of this Agreement may be construed to conflict or be inconsistent with a provision or term of the Purchase Agreement, the provision or term in the Purchase Agreement shall control.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of New York (without giving effect to any conflicts of laws principles).

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first written above by their respective authorized representatives.

ASSIGNOR:

VENDOME GROUT, LLC

By: 

Name: Jane Butler

Title: Chief Executive Officer

ASSIGNEE:

EMERALD EXPOSITIONS, LLC

By: _____

Name: _____

Title: _____

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first written above by their respective authorized representatives.

ASSIGNOR:

VENDOME GROUP, LLC

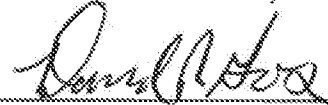
By: _____

Name: Jane Butler

Title: Chief Executive Officer

ASSIGNEE:

EMERALD EXPOSITIONS, LLC

By:  _____

Name: David Gosling

Title: Vice President, General Counsel and Secretary

Schedule I

Assigned Marks

Mark	Country	Appl. No. Reg. No.	Filing Date Reg. Date	Goods/Services Class(es)
CONSTRUCTION SUPERCONFERENCE	US	78/973,678 3,268,421	09/13/2006 07/24/2007	Educational services, namely arranging and conducting seminars, conferences, workshops, forums and events pertaining to the professional development of contractors, owners and their attorneys, in Class 41
ENVIRONMENTS FOR AGING	US	85/407,315 4,228,818	08/25/2011 10/23/2012	Educational services, namely arranging and conducting annual conferences pertaining to senior living and distribution of course material in connection therewith, in Class 41
HEALTHCARE DESIGN	US	85/407,318 4,243,772	08/25/2011 11/13/2012	Printed publications, namely, magazines, in the field of construction, architecture, renovation, maintenance, design and facilities operation, in Class 16; and Non-downloadable electronic publications in the nature of written articles, newspapers, research reports in the field of construction, architecture, renovation, maintenance, design and facilities operation; educational services, namely, arranging and conducting seminars, conferences, workshops, forums and events pertaining to healthcare oriented construction, architecture, renovation, maintenance, design and facilities operation, and distribution of course materials and publications in connection therewith, in Class 41