

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357552

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
F+W Media, Inc.		09/30/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Penton Business Media, Inc.		
<b>Street Address:</b>	1166 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3674815	WORLD TEA CHAMPIONSHIP	
<b>Registration Number:</b>	3110731	WORLD TEA EXPO	
<b>Serial Number:</b>	86680361	WORLD TEA EXPO	
<b>Registration Number:</b>	3175233	WORLD TEA EXPO	
<b>Registration Number:</b>	3730239	WORLD TEA NEWS	
<b>Registration Number:</b>	3756811	WORLD TEA NEWS	
<b>Registration Number:</b>	3674816	WORLD TEA RATING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2152799394		
<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>			
<b>Email:</b>	jordan.lavine@flastergreenberg.com		
<b>Correspondent Name:</b>	Jordan A. LaVine		
<b>Address Line 1:</b>	1600 JFK Blvd., 2nd Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Jordan A. LaVine		
<b>SIGNATURE:</b>	/Jordan A. LaVine/		
<b>DATE SIGNED:</b>	10/06/2015		
<b>Total Attachments: 4</b>			

OP \$190.00 3674815

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## TRADEMARK ASSIGNMENT

**TRADEMARK ASSIGNMENT** (this "Assignment"), dated as of September 30, 2015, by and between F+W Media, Inc., a Delaware corporation ("Assignor"), and Penton Business Media, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to the Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Marks (as defined below); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated therewith.

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

1. Assignor hereby sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest, whether statutory, registered or at common law, in and to all of the trademarks and services marks set forth on Schedule A hereto and made a part hereof (along with all proprietary and other rights in such trademarks and service marks), including but not limited to any and all registrations and applications for registration with respect thereto and any and all renewals and extensions that may be granted thereon (all of the foregoing, collectively, the "Marks"), together with the goodwill of Assignor's business associated with the use of and symbolized by the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives.
2. Assignor shall execute and deliver to the Assignee all necessary documents and take all necessary actions reasonably requested by the Assignee from time to time to confirm or effect the assignments set forth in this Assignment or to otherwise carry out the purposes of this Assignment, including, without limitation, by entering into individual assignment agreements between Assignor and Assignee for purposes of filing or otherwise evidencing the assignments set forth in this Assignment with applicable national, international and regional trademark registration offices; provided, however, that nothing contained herein shall obligate Assignor to incur any cost or pay any expense in connection therewith.
3. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (without regard to conflicts of law principles thereof or of any other State). Assignor and Assignee hereby irrevocably submit to the exclusive jurisdiction of any New York State or United States Federal Court sitting in New York City (and any appellate court therefrom) over any action or proceeding arising out of or relating to this Assignment. Assignor and Assignee hereby irrevocably waive any objection that any such party may have to venue and the defense of an inconvenient forum to the maintenance of such action or proceeding.
4. This Assignment may be signed in counterparts, each of which shall be deemed an original, and each party thereto may become a party hereto by executing a counterpart hereof. This Assignment and any counterpart so executed shall be deemed to be one and the same instrument. The exchange (including by fax or e-mail) of copies of executed counterparts of this Assignment shall be deemed execution and delivery thereof.

5. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. No provision in this Assignment shall be deemed to limit, alter or amend the terms, conditions or provisions of the Purchase Agreement. In the event of any conflict between any provision of this Assignment and any provision of the Purchase Agreement, the Purchase Agreement shall govern.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed on the date and year first above written.

**PENTON BUSINESS MEDIA, INC.**



By: \_\_\_\_\_  
Name: Andrew Schmolka  
Title: SVP

**F+W MEDIA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

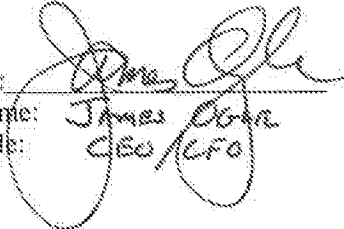
5. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. No provision in this Assignment shall be deemed to limit, alter or amend the terms, conditions or provisions of the Purchase Agreement. In the event of any conflict between any provision of this Assignment and any provision of the Purchase Agreement, the Purchase Agreement shall govern.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date and year first above written.



PENTON BUSINESS MEDIA, INC.

By: \_\_\_\_\_  
Name:  
Title:

F+W MEDIA, INC.

By:   
Name: James O'Connell  
Title: CEO/CFO

**Schedule A**

<b>TRADEMARK</b>	<b>Reg. No. or Serial No.</b>	<b>Goods and Services</b>
WORLD TEA CHAMPIONSHIP	3,674,815	Class 41: Entertainment services, namely, conducting independent competitions judged by professionally recognized experts in the tea industry to distinguish the highest quality and best tasting commercial teas.
WORLD TEA EXPO	3,110,731	Class 35: Promoting and conducting trade shows in the field of tea.  Class 41: Educational services, namely providing seminars and programs in the field of tea.
WORLD TEA EXPO	86/680,361	Class 35: Promoting and conducting trade shows in the field of tea.  Class 41: Educational services, namely, providing seminars and programs in the field of tea.
WORLD TEA EXPO & Design 	3,175,233	Class 35: Promoting and conducting trade shows in the field of tea.  Class 41: Educational services, namely providing seminars and programs in the field of tea.
WORLD TEA NEWS	3,730,239	Class 41: Providing newsletters in featuring news, research information, trade resources, and features in the field of the global tea industry via e-mail.
WORLD TEA NEWS & Design 	3,756,811	Class 41: Providing newsletters in featuring news, research information, trade resources, and features in the field of the global tea industry via e-mail.
WORLD TEA RATING	3,674,816	Class 41: Rating to distinguish the quality and taste of commercially available teas for competition purposes.