

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marketplace Events LLC		09/08/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Motorcycle Industry Council, Inc.		
Street Address:	2 Jenner, Suite 150		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4412226	AIMEXPO	
Registration Number:	4506639	AIMEXPO AMERICAN INTERNATIONAL MOTORCYCL	
Registration Number:	4819779	AIMEXPO CHAMPIONSHIP OF THE AMERICAS	
CORRESPONDENCE DATA			
Fax Number:	9497273313		
<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:	949-727-4211 x3011		
Email:	kglaser@mic.org		
Correspondent Name:	Ken Glaser		
Address Line 1:	2 Jenner, Suite 150		
Address Line 2:	c/o Motorcycle Industry Council		
Address Line 4:	Irvine, CALIFORNIA 92618		
NAME OF SUBMITTER:	Ken Glaser		
SIGNATURE:	/Ken Glaser/		
DATE SIGNED:	10/12/2015		
Total Attachments: 4			
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EXHIBIT 5.2.1

TRADEMARKS ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is dated as of the 8th day of September, 2015 is made

BETWEEN:

MOTORCYCLE INDUSTRY COUNCIL, INC., a non-profit corporation
incorporated under the laws of New York

(the "Assignee")

- and -

MARKETPLACE EVENTS LLC, a Delaware limited liability company

(the "Assignor")

WHEREAS Assignor and the Assignee concurrently with this Assignment will enter into an Asset Purchase Agreement made and entered into as of the date hereof (the "Purchase Agreement");

AND WHEREAS the Acquired Assets (as that term is defined in the Purchase Agreement) include the trademarks, service marks, and registrations therefor and applications for registrations thereof, listed in Appendix A attached hereto (collectively, the "Marks");

AND WHEREAS Assignor is the owner of the Marks described in Appendix A hereto, together with the goodwill of the business symbolized thereby in connection with the goods and services regarding which the Marks are used;

AND WHEREAS Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title and interest in and to the Marks, and in and to the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all right, title, and interest, of whatever kind, in and to the Marks, together with: (1) the goodwill of the business symbolized thereby; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for future infringements and misappropriations of the Marks; and (3) all rights to sue for present and future infringements or misappropriations of the Marks. The Assignor further covenants that it will execute all documents, papers, forms and authorizations, and take all other actions that may be necessary for securing, completing or vesting in Assignee full right, title and interest in and to the Marks, and in and to the goodwill of the business symbolized thereby.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or

electronic form and the parties adopt any signatures received by a receiving fax machine or other electronic form as original signatures of the parties.

* * * Remainder of page intentionally left blank. Signature page follows. * * *

- Signature Page -

As of the day and year above written, the Assignor and the Assignee have duly executed and delivered this Assignment.

SIGNED for and on behalf of
MARKETPLACE EVENTS LLC



Name: Mark White

Title: Chief Financial Officer

I have the authority to bind the company

SIGNED for and on behalf of
MOTORCYCLE INDUSTRY COUNCIL, INC.




Name: Tim Buche

Title: President & CEO

I have the authority to bind the corporation

Appendix A

Trademarks, service marks and registrations included in the Acquired Assets

Mark	Reg. No./Serial No.
AIMEXPO CHAMPIONSHIP OF THE AMERICAS	Serial No. 86464070
AIMEXPO	Reg. No. 4412226
 AIMEXPO AMERICAN INTERNATIONAL MOTORCYCLE EXPO	Reg. No. 4506639