

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358842

<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.		10/14/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Emerald Expositions, LLC		
<b>Street Address:</b>	31910 Del Obispo		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	San Juan Capistrano		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92675		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1602172	HOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	jason.greenberg@friedfrank.com		
<b>Correspondent Name:</b>	Jason Greenberg		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	34224-15		
<b>NAME OF SUBMITTER:</b>	Jason L Greenberg		
<b>SIGNATURE:</b>	/s/ JLG		
<b>DATE SIGNED:</b>	10/15/2015		
<b>Total Attachments: 5</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property ("Assignment"), effective as of October 14, 2015, is entered into by and between F+W Media, Inc., a Delaware corporation ("Assignor"), and Emerald Expositions, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of October 14, 2015 (the "Purchase Agreement"), between F+W Trade Show & Events, LLC ("Seller"), Assignor, and Buyer, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Assets (as defined therein) (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignor has agreed to assign to Buyer, and Buyer has agreed to acquire from Assignor, all of Assignor's right, title, and interest in and to that certain trademark registration identified on Schedule A attached hereto ("Assigned Trademark") and those certain domain names identified on Schedule B attached hereto ("Assigned Domain Names").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Buyer hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademark. Assignor hereby sells, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademark, the goodwill of the business connected with the use of and symbolized by the Assigned Trademark, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Trademark and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities and administrative bodies with respect to the Assigned Trademark.

3. Conveyance and Acceptance of Assigned Domain Names. Assignor hereby sells, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Domain Names, the goodwill of the business symbolized by the Assigned Domain Names, all registrations and applications for registration thereof, the right to sue, either at law or in equity and the right to recover for any past, present, and future infringements thereof, the right to secure registration of the Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities and administrative bodies with respect to the Assigned Domain Names.

4. Recordation.

a. Authorization. Assignor hereby authorizes and requests that the Commissioner for Trademarks and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor shall take any and all reasonable actions, including without limitation, the execution,

acknowledgment, and delivery of any and all documents that Buyer may reasonably request to record and perfect Buyer's interest in and to the Assigned Trademark.

b. Domain Names. Assignor hereby acknowledges and agrees that each Internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Buyer ownership of and administrative contact for all the Assigned Domain Names. Assignor shall, at Buyer's expense, take any and all actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Buyer may reasonably request to record and perfect Buyer's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Buyer's request and expense Assignor shall cooperate with Buyer to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; (iii) take reasonable actions and execute and deliver documents that Buyer may reasonably request to effect the terms of this Assignment and to assist Buyer in changing the technical and administrative contact information for the Assigned Domain Names with the applicable Registering Authority to such information of Buyer's choice (including, without limitation, by delivering to Buyer any and all applicable user names and passwords for any accounts related to the Assigned Domain Names to enable Buyer to assume control of the Assigned Domain Names); and (iv) take any further actions required by the Registering Authority's policies and rules to transfer the Assigned Domain Names to Buyer.

5. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

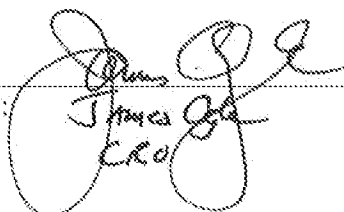
6. Counterparts. This Assignment may be executed by facsimile signatures or .pdf and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

7. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims, or remedies of Assignor, Seller or Buyer, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be duly executed and delivered in its name and on its behalf, all as of the date first above written.

F+W MEDIA, INC.

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

EMERALD EXPOSITIONS, LLC

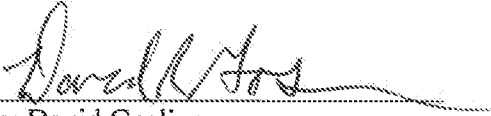
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be duly executed and delivered in its name and on its behalf, all as of the date first above written.

F+W MEDIA, INC.

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

EMERALD EXPOSITIONS, LLC

By:   
Name: David Gosling  
Title: Vice President, General Counsel and Secretary

SCHEDULE A  
to  
ASSIGNMENT OF INTELLECTUAL PROPERTY

**Assigned Trademark**

“HOW,” US trademark registration no. 1,602,172, registered June 19, 1990.