

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perseus Books, LLC		03/31/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ingram Publisher Services Inc.		
Street Address:	14 Ingram Blvd.		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37086		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86174250	LEGATO PUBLISHERS GROUP	
Serial Number:	86174239	LEGATO PUBLISHERS GROUP	
Serial Number:	85446695	ARGO NAVIS	
Serial Number:	77555398	CONSTELLATION	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8136		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Matthew C. Cox		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	031851.63169		
NAME OF SUBMITTER:	Matthew C. Cox		
SIGNATURE:	/MATTHEW C. COX/		
DATE SIGNED:	04/22/2016		
Total Attachments: 10			

OP \$115.00 86174250

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OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY

This Omnibus Assignment of Intellectual Property (this “Assignment”) is dated as of March 31, 2016 (“Effective Date”), by and among Perseus Books, L.L.C., a Delaware limited liability company, having an address at 250 West 57th Street, 15th Floor, New York, New York 10107, Consortium Book Sales & Distribution, L.L.C., a Delaware limited liability company, having an address at The Keg House, 34 13th Ave NE, Suite 101, Minneapolis, MN 55413, Perseus Distribution, LLC, a Delaware limited liability company, having an address at 250 West 57th Street, 15th Floor, New York, New York 10107, Client Distribution Services, LLC, a Delaware limited liability company, having an address at 210 American Drive, Jackson, TN 38301, and Perseus Books Running Press (UK) Ltd., a company incorporated in England and Wales, having an address at 69-70 Temple Chambers, 3-7 Temple Ave, London, UK EC4Y 0HP (individually, an “Assignor”, and collectively, the “Assignors”), and Ingram Publisher Services Inc., a Tennessee corporation, having an address at 14 Ingram Blvd., Nashville, Tennessee 37086 (the “Assignee”).

WHEREAS, Assignors and Assignee have entered into an Asset Purchase Agreement dated as of March 3, 2016 (“Asset Purchase Agreement”), pursuant to which Assignors agreed to sell, assign and transfer to Assignee the Transferred Assets, including without limitation, the intellectual property set forth on Schedule A, annexed hereto and made a part hereof (the “Intellectual Property”);

NOW, THEREFORE, for good and valuable consideration, as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably sell, assign and transfer to Assignee, free and clear of all liens, claims and encumbrances, all of Assignors’ right, title and interest in and to the Transferred Assets, including without limitation, the Intellectual Property, including, specifically, (i) all common law rights and all U.S. and Foreign trademark registrations, applications and renewals, and all related goodwill, and the rights to obtain registrations; (ii) all domain names and URLs and all associated user names and passwords; together with, in each instance, all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the Intellectual Property and the rights thereto.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Asset Purchase Agreement.

Until such time as all of the assignments of the Intellectual Property in all countries set forth in the annexed Schedule A are duly recorded with the responsible government offices, Assignors acknowledge and confirm that Assignee shall be deemed to be the owner of all of Assignors’ right, title and interest in the Intellectual Property.


The parties shall execute such further instruments and take such further actions as may reasonably be necessary to carry out the intent of this Agreement and effect the transactions contemplated hereby. Each party hereto shall cooperate affirmatively with the other parties, to the extent reasonably requested by such other parties, to enforce rights and obligations herein provided.

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.


PERSEUS BOOKS, L.L.C.

By: 
Name: David Steinberger
Title: President


CONSORTIUM BOOK SALES & DISTRIBUTION, L.L.C.

By: 
Name: David Steinberger
Title: President


PERSEUS DISTRIBUTION, L.L.C.

By: 
Name: David Steinberger
Title: President

CLIENT DISTRIBUTION SERVICES, L.L.C.

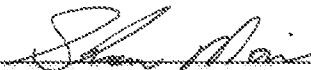
By: 
Name: David Steinberger
Title: President

PERSEUS BOOKS RUNNING PRESS (UK) LTD.

By: 
Name: David Steinberger
Title: Director

Signature Page to Omnibus Assignment of Intellectual Property

INGRAM PUBLISHER SERVICES INC.

By: 
Name: *Shawn Maria*
Title: *Chief Operating Officer*

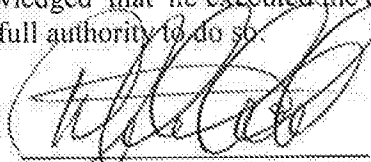
Signature Page to Omnibus Assignment of Intellectual Property

TRADEMARK
REEL: 005776 FRAME: 0194

STATE OF New York)
) ss.:
COUNTY OF New York)

ACKNOWLEDGMENT

On this 30 day of March, 2016, before me came David Steinberger, who stated that he is the President of Perseus Books, L.L.C. and acknowledged that he executed the above instrument as the act and deed of Perseus Books, L.L.C. with full authority to do so.



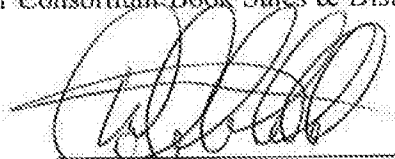
Notary Public

MICHAEL R. STEWART
Notary Public, State of New York
No. 0137007493
Qualified in New York County
Commission Expires 08-28-2018

STATE OF New York)
) ss.:
COUNTY OF New York)

ACKNOWLEDGMENT

On this 30 day of March, 2016, before me came David Steinberger, who stated that he is the President of Consortium Book Sales & Distribution, L.L.C. and acknowledged that he executed the above instrument as the act and deed of Consortium Book Sales & Distribution, L.L.C. with full authority to do so.



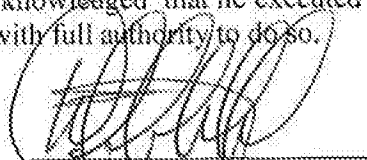
Notary Public

MICHAEL R. STEWART
Notary Public, State of New York
No. 0137007493
Qualified in New York County
Commission Expires 08-28-2018

STATE OF New York)
) ss.:
COUNTY OF New York)

ACKNOWLEDGMENT

On this 30 day of March, 2016, before me came David Steinberger, who stated that he is the President of Perseus Distribution, LLC and acknowledged that he executed the above instrument as the act and deed of Perseus Distribution, LLC with full authority to do so.



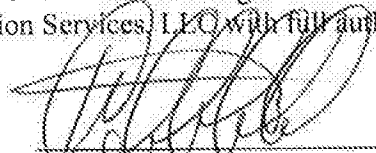
Notary Public

MICHAEL R. STEWART
Notary Public, State of New York
No. 0137007493
Qualified in New York County
Commission Expires 08-28-2018

STATE OF New York)
) ss.:
COUNTY OF New York)

ACKNOWLEDGMENT

On this 30 day of March, 2016, before me came David Steinberger, who stated that he is the President of Client Distribution Services, LLC and acknowledged that he executed the above instrument as the act and deed of Client Distribution Services, LLC with full authority to do so.




Notary Public

MICHAEL R. STEWART
Notary Public, State of New York
No. 01510047403
Qualified in New York County
Commission Expires 03-28, 2018

COUNTRY OF New York)
) ss.:
COUNTY OF New York)

ACKNOWLEDGMENT

On this 30 day of March, 2016, before me came David Steinberger, who stated that he is a Director of Perseus Books Running Press (UK) Ltd. and acknowledged that he executed the above instrument as the act and deed of Perseus Books Running Press (UK) Ltd. with full authority to do so.



Notary Public

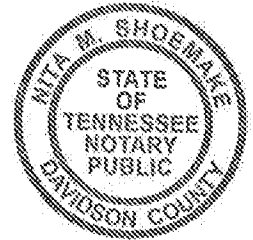
MICHAEL R. STEWART
Notary Public, State of New York
No. 01510047403
Qualified in New York County
Commission Expires 03-28, 2018

STATE OF *Tennessee*)
) ss.:
COUNTY OF *Davidson*)

ACKNOWLEDGMENT

On this 30 day of March, 2016, before me came Shawn Morin, who stated that he/she is the CEO of Ingram Publisher Services Inc. and acknowledged that he/she executed the above instrument as the act and deed of Ingram Publisher Services Inc. with full authority to do so.

Nita M. Shoemaker
Notary Public



My Commission Expires JUNE 21, 2016

Schedule A
Intellectual Property
Trademarks

Owner/Applicant	Description	Application/Serial/Registration #s	Date	Jurisdiction	Registration Territory/C LASS	Status
PERSEUS BOOKS, LLC.	ARGO NAVIS	SN: 85446695 RN: 4384639	8/13/2013	USPTO	UNITED STATES/09, 35, 41 & 42	Registered
PERSEUS BOOKS, LLC.	CONSTELLATION	SN: 77555398 RN: 3716522	11/24/2009	USPTO	UNITED STATES/35 & 40	Registered
PERSEUS BOOKS, LLC.	CONSTELLATION	RN: 1385043	7/12/2012	Australia	AUSTRALIA/35 & 40	Registered
PERSEUS BOOKS, LLC.	CONSTELLATION	AN: 1497353	9/27/2010	Canada	CANADA/16, 25 & 40	Pending—Being challenged by third party—Date is when the application was published
PERSEUS BOOKS, LLC.	CONSTELLATION	RN: 8762981 & RN: 8762980	2/21/2012	China	CHINA/35 & 40	Registered
PERSEUS BOOKS, LLC.	CONSTELLATION	RN: 008666951	7/1/2010	EU	EUROPEAN COMMUNITY/35 & 40	Registered
PERSEUS BOOKS, LLC.	CONSTELLATION	AN: 2026245	9/21/2010	India	INDIA/16, 35 & 40	Pending—Date is when the application was filed
PERSEUS BOOKS, LLC.	CONSTELLATION	AN: 2010-074417 RN: 5532453	11/2/2012	Japan	JAPAN/35 & 40	Registered
PERSEUS BOOKS, LLC.	CONSTELLATION	AN: 42010501441 RN: 501441	1/28/2011	Philippines	PHILIPPINE S/16, 35 & 40	Registered
PERSEUS BOOKS, LLC.	CONSTELLATION	AN: T1012241C	4/29/2011	Singapore	SINGAPORE/16, 35 & 40	Registered

PERSEUS BOOKS, LLC.	CONSTELLATION	AN: 2010/21335 & AN: 2010/21336	5/4/2012	South Africa	SOUTH AFRICA/35 & 40	Registered
PERSEUS BOOKS, LLC.	CONSTELLATION	AN: 4520100004168 RN: 4500384300000	2/14/2012	South Korea	SOUTH KOREA/16, 35 & 40	Registered
PERSEUS BOOKS, LLC.	LEGATO PUBLISHERS GROUP	SN: 86174239	6/9/2015	USPTO	UNITED STATES/35	Pending—Date is when the application was published
PERSEUS BOOKS, LLC.	LEGATO PUBLISHERS GROUP logo	SN: 86174250	6/9/2015	USPTO	UNITED STATES/35	Pending—Date is when the application was published
PERSEUS BOOKS, LLC.	PUBLISHERS GROUP WEST					Application in Process

Domain Names

Domain Name	Business Category	Imprint/Division	Expiration Date	Account
argonavisauthorservices.com	Distribution	ArgoNavis	9/14/2016	Network Solutions (32912514)
argonavidigital.com	Distribution	ArgoNavis	9/14/2017	Perseus Google Account
bookmap.io	Distribution	Perseus Corporate	11/20/2016	Network Solutions (32912514)
cbsd.com	Distribution	Consortium	9/23/2016	Perseus Google Account
cbsdclients.com	Distribution	Consortium	1/23/2017	Perseus Google Account
cbsdsmarttools.com	Distribution	Perseus Corporate	11/26/2016	Perseus Google Account
cbsdtoolkit.com	Distribution	Perseus Corporate	10/7/2017	Network Solutions (32912514)
cdsbooks.com	Distribution	Perseus Distribution	3/25/2017	Network Solutions (5714611)
consortiumacademic.com	Distribution	Consortium	9/26/2017	Network Solutions (32912514)
consortiumacademic.net	Distribution	Consortium	9/26/2017	Network Solutions (32912514)
consortiumclients.com	Distribution	Consortium	1/23/2017	Network Solutions

				(32912514)	
consortiumlibrary.com	Distribution	Consortium	9/26/2017	Network (32912514)	Solutions
consortiumlibrary.net	Distribution	Consortium	9/26/2017	Network (32912514)	Solutions
constellationdigital.com	Distribution	Distribution	9/22/2016	Perseus Account	Google
dailypretzel.com	Distribution	Perseus Corporate	5/5/2017	Network (32912514)	Solutions
dailypretzel.net	Distribution	Perseus Corporate	5/5/2017	Network (32912514)	Solutions
ffpcsmarttools.com	Distribution	Perseus Corporate	3/14/2016	Network (32912514)	Solutions
legatopublishersgroup.com	Distribution	Legato	6/5/2018	Network (32912514)	Solutions
pdsmarttools.com	Distribution	Perseus Corporate	11/26/2016	Perseus Account	Google
perseusbooksdistribution.com	Distribution	Perseus Distribution	1/23/2017	Network (5714611)	Solutions
perseusbookspromos.com	Distribution	Perseus Corporate	10/19/2016	Perseus Account	Google
perseusclients.com	Distribution	Perseus Distribution	2/8/2017	Network (32912514)	Solutions
perseusconstellation.com	Distribution	Distribution	8/19/2018	Network (32912514)	Solutions
perseusdigital.com	Distribution	Distribution	3/2/2017	Network (32912514)	Solutions
perseusdistribution.com	Distribution	Perseus Distribution	1/11/2018	Perseus Account	Google
perseusit.com	Distribution	Perseus Corporate	8/11/2016	Perseus Account	Google
perseuslibrary.com	Distribution	Perseus Corporate	10/16/2016	Perseus Account	Google
perseustoolkit.com	Distribution	Perseus Corporate	10/7/2017	Network (32912514)	Solutions
perseustools.com	Distribution	Perseus Corporate	2/8/2016	Network (32912514)	Solutions
pgw.com	Distribution	PGW	6/8/2019	Perseus Account	Google
pgwclients.com	Distribution	PGW	3/7/2016	Network (32912514)	Solutions
pgwsmarttools.com	Distribution	Perseus Corporate	11/26/2016	Perseus Account	Google
pgwtoolkit.com	Distribution	Perseus Corporate	10/7/2017	Network (32912514)	Solutions
publishersgroupwest.com	Distribution	PGW	3/20/2019	Perseus Account	Google
shopcdsbooks.com	Distribution	Perseus Distribution	5/16/2016	Network (5714611)	Solutions
shopperseusbooks.com	Distribution	Perseus Corporate	9/7/2021	Network (32912514)	Solutions

Corporate Names

1. "Consortium Book Sales & Distribution, L.L.C."
2. "Perseus Distribution, LLC"
3. "Client Distribution Services, LLC"
4. "Perseus Books Running Press (UK) Ltd."