

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386651

<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>
Z Squared Media, LLC		05/31/2016	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBM LLC		
<b>Street Address:</b>	2 Penn Plaza		
<b>Internal Address:</b>	15th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10121		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4281860	CM CONTENT MARKETING INSTITUTE	
<b>Registration Number:</b>	4390445	CM CONTENT MARKETING WORLD	
<b>Serial Number:</b>	86334075	ICC INTELLIGENT CONTENT CONFERENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127686800		
<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>Phone:</b>	212-768-5367		
<b>Email:</b>	trademarks.us@dentons.com,ian.farias@dentons.com		
<b>Correspondent Name:</b>	Monica B. Richman, Dentons US LLP		
<b>Address Line 1:</b>	P.O. Box #061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>NAME OF SUBMITTER:</b>	Monica B. Richman		
<b>SIGNATURE:</b>	/monica b. richman/		
<b>DATE SIGNED:</b>	06/04/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is entered into as of May 31, 2016 by and between Z Squared Media, LLC ("Assignor"), an Ohio limited liability company, and UBM LLC ("Assignee"), a Delaware limited liability company. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, entered into as of May 16, 2016 (the "Purchase Agreement"), by and among Assignee, Assignor, Joseph Pulizzi and Pam Kozelka, Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor the Purchased Assets;

**WHEREAS**, Assignor owns each trademark, and the application or registration therefor, which is identified in Schedule A attached hereto (each a "Trademark", and collectively, the "Trademarks"); and

**WHEREAS**, pursuant to the Purchase Agreement, the parties wish to execute and deliver this Assignment for the purposes of assigning the Trademarks from the Assignor to the Assignee and recording such assignment with the United States Patent and Trademark Office.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Assignor hereby sells, transfers and assigns to the Assignee, and the Assignee hereby receives, purchases, acquires, assumes and accepts, all of the Assignor's right, title and interest in and to each Trademark and the use thereof, the application or registration of each Trademark as set forth in Schedule A, all past, present and future applications and registrations therefor and extensions and renewals thereof, together with all of the business associated with each Trademark and all of the goodwill associated with or symbolized by each Trademark, the right to sue for past, present and future infringement of each Trademark and the right to any other claim arising out of or relating to the use and ownership of each Trademark, and all rights corresponding with the foregoing throughout the world.

2. Further Assurances. The Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by the Assignee to obtain the benefit of this Assignment, including, without limitation, in connection with the recordal of this Assignment in the United States and any non-U.S. jurisdiction.

3. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

4. Governing Law and Jurisdiction.

(a) The parties hereto have agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Assignment shall be determined and enforced in

accordance with the substantive laws of the State of New York without giving effect to principles of conflicts of law thereunder.

(b) The parties agree that any Proceeding relating to this Assignment shall be brought and enforced in the state or federal courts located in New York, New York. Each of the parties irrevocably: (a) consents to the jurisdiction of the Courts of the State of New York and of any Federal court located in such State in connection with any Proceeding arising out of or relating to this Assignment or any act taken or omitted hereunder; (b) waives and agrees not to assert in any such Proceeding that such Person is not personally subject to the jurisdiction of such courts, that the Proceeding is brought in an inconvenient forum or that the venue of the Proceeding is improper; (c) waives personal service of any summons, complaint or other process; and (d) agrees that the service thereof may be made by certified or registered mail directed to such Person at such Person's address for purposes of notices hereunder. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Assignment or the transactions contemplated hereby.

5. Incorporation by Reference; Conflict. Nothing in this Assignment is intended to limit or supersede in any way the parties' representations, warranties or agreements in the Purchase Agreement. The Purchase Agreement is incorporated herein by reference, and shall control in the event of any conflict with the terms of this Assignment.

6. Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment may be executed through delivery of duly executed signature pages by facsimile or digital transmission.

*[Signatures Appear on Following Page]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

Z SQUARED MEDIA LLC

By:   
Name: Joseph Palizzi  
Title: Member

ASSIGNEE:

UBM LLC

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

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

Z SQUARED MEDIA LLC

By: \_\_\_\_\_  
Name: Joseph Pulizzi  
Title: Member

ASSIGNEE:

UBM LLC

By: *Annamarie Mackerley*  
Name: Annmarie Mackerley  
Title: Vice President and Secretary

SCHEDULE A

MARK	COUNTRY	REG./ (APPL.)#	REG./ (APPL.) DATE
Content Marketing Institute	United States	4,281,860	January 29, 2013
Content Marketing World	United States	4,390,445	August 27, 2013
Intelligent Content Conference	United States	86-334,075	July 10, 2014

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