

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ExL Events, Inc.		06/30/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	ExL Events, LLC		
Street Address:	275 Grove Street, Suite 2-130		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4137183	DIGITAL PHARMA	
Registration Number:	4391623	DIGITAL PHARMA	
CORRESPONDENCE DATA			
Fax Number:	2127158000		
<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:	2127157670		
Email:	KLTrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Tania C. Ramos		
SIGNATURE:	/Tania C. Ramos/		
DATE SIGNED:	07/05/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is entered into this 30th day of June, 2016, by and between ExL Events, Inc., a New Jersey corporation (“Assignor”), and ExL Events, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, the Assignor, Assignee, Questex Holdings, LLC, a Delaware limited liability company, Ethan Denkensohn and Bryon Main have entered into that certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”);

WHEREAS, capitalized terms used but not defined herein have the respective meanings ascribed to them in the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor has agreed to, among other things, transfer, assign, sell, and convey to the Assignee all of its right, title, and interest in and to all trademarks, service marks, trade names, logos and trade dress owned by Assignor, including those specified on Exhibit A hereto, but excluding any Excluded Assets (collectively, the “Trademarks”).

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers, and sets over to Assignee all of Assignor’s right, title, and interest in and to the Trademarks and associated goodwill, including the right to sue for and receive all damages from past infringements of the Trademarks, the same to be held and enjoyed by Assignee, its successors, assigns, and other legal representatives. Assignor shall, at its own cost and expense, execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities, if applicable, the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

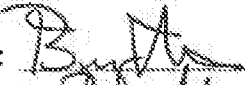
This Assignment may be executed in counterparts, including by facsimile or PDF, each of which will be deemed an original, but all of which together constitute one and the same original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties, by their duly authorized officers, do hereby execute this Assignment as of this 30th day of June, 2016.

ASSIGNOR:

EXL EVENTS, INC.


By: 
Name: Bryan Merin
Title: CEO

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, the parties, by their duly authorized officers, do hereby execute this Assignment as of this 30th day of June, 2016.

ASSIGNEE:

EXL EVENTS, LLC

By: 
Name: Kerry C. Gumas
Title: President & CEO

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005828 FRAME: 0512

Exhibit A

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>First Use Date</u>
DIGITAL PHARMA	EXL Events, Inc. AKA EXL Pharma, Inc.	85/377,333	4,137,183	5/1/2012	10/1/2007
DIGITAL PHARMA	Exl Events, Inc. AKA Exl Pharma, Inc.	85/818,798	4,391,623	8/27/2013	10/1/2007