

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399455

<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>
M&M Gift Shows, LLC		08/01/2016	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EMERALD EXPOSITIONS, LLC		
<b>Street Address:</b>	31910 DEL OBISPO STREET		
<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: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4620254	THE SOUVENIR SUPER SHOW	
<b>Registration Number:</b>	3848532	TSSS THE SOUVENIR SUPER SHOW	
<b>Registration Number:</b>	4412452	SOUVENIR GIFT SHOW TRAIL	
<b>Registration Number:</b>	4119856	AMERICA'S SOUVENIR SHOW	
<b>Registration Number:</b>	4062930	INTERNATIONAL GIFT EXPOSITION IN THE SMO	
<b>Registration Number:</b>	4699668	GREAT TRIPS MAKE GREAT MEMORIES! GREAT S	
<b>Registration Number:</b>	2723585		
<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>Phone:</b>	212-859-8000		
<b>Email:</b>	teas@friedfrank.com		
<b>Correspondent Name:</b>	Victoria J. B. Doyle		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 2:</b>	Fried Frank LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004-1980		
<b>ATTORNEY DOCKET NUMBER:</b>	34224-8 [5879]		

CH \$190.00 4620254

<b>NAME OF SUBMITTER:</b>	Victoria J. B. Doyle
<b>SIGNATURE:</b>	/vjbd/
<b>DATE SIGNED:</b>	09/22/2016
<b>Total Attachments: 9</b> source=IGES - IP Assignment Agreement#page1.tif source=IGES - IP Assignment Agreement#page2.tif source=IGES - IP Assignment Agreement#page3.tif source=IGES - IP Assignment Agreement#page4.tif source=IGES - IP Assignment Agreement#page5.tif source=IGES - IP Assignment Agreement#page6.tif source=IGES - IP Assignment Agreement#page7.tif source=IGES - IP Assignment Agreement#page8.tif source=IGES - IP Assignment Agreement#page9.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property ("Assignment"), effective as of August 1, 2016, is entered into by and between M & M Gift Shows, LLC, an Ohio limited liability company ("Assignor"), and Emerald Expositions, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks"); those certain internet domain name registrations identified on Schedule B attached hereto ("Assigned Domain Names"); those certain copyright registrations and applications identified on Schedule C attached hereto ("Assigned Copyrights"); and those certain patents and patent applications identified on Schedule D attached hereto ("Assigned Patents"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 1, 2016 (the "Asset Purchase Agreement"), between Assignor, Assignee and certain other parties thereto, Assignor has agreed to sell, convey, transfer, assign, grant and deliver to Assignee, the Assets (as defined therein) (the "Acquisition").

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 Assignee hereby agree as follows:

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

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, conveys, transfers, assigns, grants and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the applicable Assigned Trademarks (as identified on Schedule A), the goodwill of the business connected to and associated with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all government and administrative bodies with respect to such Assigned Trademarks.

3. Conveyance and Acceptance of Assigned Domain Names. Assignor hereby sells, conveys, transfers, assigns, grants and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the applicable Assigned Domain Names (as identified on Schedule B), the goodwill of the business connected to and associated with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all government and administrative bodies with respect to such Assigned Domain Names.

4. Conveyance and Acceptance of Assigned Copyrights. Assignor hereby sells, conveys, transfers, assigns, grants and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the applicable Assigned Copyrights (as identified on

Schedule C), the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Copyrights and of this Assignment, and the right to initiate other proceedings before all government and administrative bodies with respect to such Assigned Copyrights.

5. Conveyance and Acceptance of Assigned Patents. Assignor hereby sells, conveys, transfers, assigns, grants and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the applicable Assigned Patents (as identified on Schedule D), any and all patents or patent applications that claim priority to such Assigned Patents, including continuations, divisions, continuations-in-part, reissues and reexaminations thereof, all rights of action pertaining to such Assigned Patents, including without limitation the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of such Assigned Patents and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to such Assigned Patents, and the right to claim priority, file foreign counterparts, and make applications for reissue and reexamination with respect to any of such Assigned Patents.

6. Recordation.

a. Authorization. Assignor hereby authorizes and requests that the Commissioner for Trademarks, the Register of Copyrights, the Commissioner for Patents, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to its Assigned Trademarks and Assigned Patents.

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 Assignee ownership of and administrative contact for all of the Assigned Domain Names transferred to it hereunder. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Assignee's request and expense the Assignor will cooperate with Assignee 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; and (iii) take any further actions required by the Registering Authority's policies and rules to transfer the Domain Names to Assignee.

7. Assignment. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned or delegated, in whole or in part, by operation of Law or otherwise, by any party without the prior written consent of the other party, except that Assignee may assign any of its rights and delegate any of its obligations hereunder, in whole or in part, to any of its affiliates without obtaining the consent of the Assignor. Any purported assignment not permitted under this Section 7 shall be null and void.

8. Binding Effect. This Assignment shall bind and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

9. Further Assurances. If at any time after the Closing any further action is necessary or desirable to fully effect the transactions contemplated by this Assignment, each of the parties hereto shall take any action (including the execution and delivery of any instruments and documents) as any other party reasonably may request.

10. 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.

11. Counterparts. This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Purchase Agreement. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

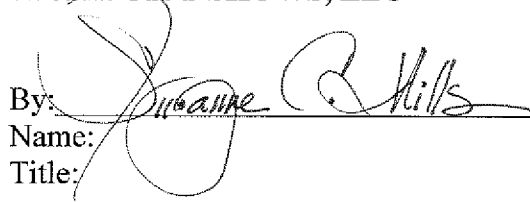
**ASSIGNOR:**

**M & M GIFT SHOWS, LLC**

By:

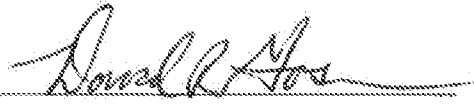
Name:

Title:

A handwritten signature in black ink, appearing to read "Duane R. Mills", is written over a horizontal line. The signature is cursive and somewhat stylized.

ASSIGNEE:

EMERALD EXPOSITIONS, LLC

By: 

Name: David Gosling

Title: SVP, General Counsel and Secretary

SCHEDULE A  
to  
ASSIGNMENT OF INTELLECTUAL PROPERTY

**Assigned Trademarks**

<b><u>Trademark</u></b>	<b><u>Application/Registration No.</u></b>	<b><u>Date</u></b>
The Souvenir Super Show	4620254	10/14/14
TSSS The Souvenir Super Show	3848532	9/14/10
Souvenir Gift Show Trail	4412452	10/1/13
America's Souvenir Show	4119856	3/27/12
International Gift Exposition in the Smokies	4062930	11/29/11
Great Trips Make Great Memories! Great Souvenirs Make Them Last Forever.	4699668	3/10/15
Logo (World Design)	2723585	3/10/03



SCHEDULE B  
to  
ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Domain Name – M&M Gift Shows, LLC  
iges.us

SCHEDULE C  
to  
ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Copyrights

SCHEDULE D  
to  
ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Patents