

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Macfadden Beverage Business, LLC		09/26/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Media II, LLC		
Street Address:	2401 W. Big Beaver Road		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4211750	BEVERAGE EXECUTIVE	
Registration Number:	3394405	BEVERAGE WORLD	
Registration Number:	4848884	BEVOPS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jguenther@dykema.com		
Correspondent Name:	John P. Guenther		
Address Line 1:	39577 Woodward Avenue		
Address Line 2:	Suite 300		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	John P. Guenther		
SIGNATURE:	/John P. Guenther/		
DATE SIGNED:	09/28/2016		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of September 26, 2016, is entered into by and between Macfadden Beverage Business, LLC, a Delaware limited liability company (the "Assignor"), and BNP Media II, LLC, a Michigan limited liability company (the "Assignee").

RECITALS:

WHEREAS, the Assignor and the Assignee are, concurrently with the execution of this Assignment, consummating the transactions contemplated by (i) that certain Asset Purchase Agreement dated as of the date hereof, by and between the Assignor and the Assignee (the "Purchase Agreement") pursuant to which the Assignor agreed to sell certain assets to the Assignee;

WHEREAS, the Assignor is the owner of all right, title and interest in the Intellectual Property (the "Intellectual Property") including the registered Trademarks set forth in Schedule A (the "Trademarks"); and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title and interest in and to the Intellectual Property including the Trademarks, and the Assignor desires to assign the Intellectual Property including the Trademarks to the Assignee.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby transfers and assigns to the Assignee, and its successors and assigns, all of the Assignor's right, title and interest in and to the Intellectual Property including the Trademarks, including the goodwill associated therewith, for the Assignee's use and enjoyment, and for the use and enjoyment of its successors and assigns, together with all claims of the Assignor for damages by reason of past, present and future infringement of the Trademarks with the right to sue for and collect for the Assignee's own use and benefit, and for the use and benefit of its successors and assigns.

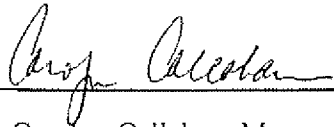
2. Upon the reasonable request of the Assignee, the Assignor shall execute and deliver to the Assignee such other documents, releases, assignments and other instruments as may be required to effectuate completely the transfer and assignment to the Assignee of, and to vest fully in the Assignee title to, the Intellectual Property including the Trademarks, and to otherwise carry out the purposes of this Assignment, in each case if and to the extent within the legal right, power, authority or control of the Assignor and at the Assignee's sole cost and expense.

3. Nothing in this Assignment, express or implied, is intended or shall be construed to supersede, modify, amend, narrow or broaden in any way the rights of the parties under, or the terms or provisions of, the Purchase Agreement. To the extent any term or provision herein conflicts or is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

4. This Assignment (a) shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to the principles of conflicts of law thereof, except to the extent that federal law preempts state law with respect to any particular conveyance covered hereby; (b) may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; and (c) may be executed and delivered by facsimile or other electronic transmissions, and a facsimile or other electronic signature of any party shall be effective as an original signature; provided, however, that any party that delivers such a signature page agrees to later deliver an original counterpart to any party which requests it.

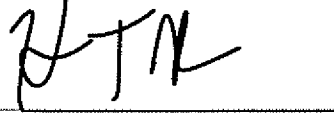
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above.

Macfadden Beverage Business, LLC, Seller

By: 

Carolyn Callahan, Manager

BNP Media II, LLC

By: 

Harper Henderson, Co-Chief Executive Officer

Mark:	BEVERAGE EXECUTIVE														
ID	4587	Country	United States	Reg. Owner	MacFadden Beverage Business, LLC	App. #	85/423,802	Reg. #	4,211,750	Status	Registered	Classes	16	Goods & Services	Printed publications, namely, magazines containing information related to the beverage industry

Mark:	BEVERAGE WORLD														
ID	5017	Country	United States	Reg. Owner	MacFadden Beverage Business, LLC	App. #	77/204,952	Reg. #	3,394,405	Status	Registered	Classes	16	Goods & Services	Magazines providing information in the nature of news and analysis, features of best industry practices, and profiles of leading companies and executives to global beverage service industries

Mark:	BEVOPS														
ID	5776	Country	United States	Reg. Owner	MacFadden Beverage Business, LLC	App. #	86/194,289	Reg. #	4848884	Status	Registered	Classes	41	Goods & Services	Educational services, namely, arranging and conducting conferences, seminars and tours; tours of beverage supply chain facilities for educational purposes in the field of warehousing, operations, fleet management, transportation technology, supply chains, distribution, business issues and industry trends, all with respect to the beverage industry.