

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern Shows, Inc.		12/20/2016	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Marketplace Events LLC		
Street Address:	31105 Bainbridge Rd #3		
City:	Solon		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1990063	SOUTHERN SPRING SHOW	
Serial Number:	87162749	SOUTHERN SPRING HOME & GARDEN SHOW	
Serial Number:	87162754	SOUTHERN SPRING HOME & GARDEN SHOW	
Registration Number:	1412581		
Registration Number:	0909332	SOUTHERN CHRISTMAS SHOW	
Registration Number:	2481233	12 DAYS OF CHRISTMAS	
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>		
Phone:	212.360.2307		
Email:	kweiner@kellyweinerlaw.com		
Correspondent Name:	Kelly Weiner		
Address Line 1:	175 Varick Street, Suite 661		
Address Line 2:	Law Office of Kelly Weiner PLLC		
Address Line 4:	New York, NEW YORK 10014		
NAME OF SUBMITTER:	Kelly Weiner		
SIGNATURE:	/kellyweiner/		
DATE SIGNED:	12/21/2016		

OP \$165.00 1990063

Total Attachments: 4

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EXHIBIT 5.2.2

TRADEMARK ASSIGNMENT AGREEMENT

SOUTHERN SHOWS, INC.

THIS ASSIGNMENT is dated as of the 20th day of December, 2016 is made

BETWEEN:

SOUTHERN SHOWS, INC., a corporation incorporated under the laws of North Carolina (the "**Assignor**")

- and -

MARKETPLACE EVENTS LLC, a Delaware limited liability company
(the "**Assignee**")

WHEREAS Assignor and the Assignee concurrently with this Assignment will enter into an Asset Purchase Agreement made and entered into as of the date hereof (the "**Purchase Agreement**");

AND WHEREAS the Acquired Assets (as that term is defined in the Purchase Agreement) include the trademarks, service marks, and registrations therefor and applications for registrations thereof, listed in Appendix A attached hereto (collectively, the "**Marks**");

AND WHEREAS Assignor is the owner of the Marks described in Appendix A hereto, together with the goodwill of the business symbolized thereby in connection with the goods and services regarding which the Marks are used;

AND WHEREAS Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title and interest in and to the Marks, and in and to the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, Assignors hereby convey, transfer, assign, deliver, and contribute to Assignee all right, title, and interest, of whatever kind, in and to the Marks, together with: (1) the goodwill of the business symbolized thereby; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for future infringements and misappropriations of the Marks; and (3) all rights to sue for present and future infringements or misappropriations of the Marks. The Assignors further covenant that they will execute all documents, papers, forms and authorizations, and take all other actions that may be necessary for securing, completing or vesting in Assignee full right, title and interest in and to the Marks, and in and to the goodwill of the business symbolized thereby.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or

electronic form and the parties adopt any signatures received by a receiving fax machine or other electronic form as original signatures of the parties.

[**Signature page to follow**]

As of the day and year above written, Southern and Zimmerman have duly executed and delivered, and the three (3) parties hereto have executed this Assignment.

SIGNED for and on behalf of
MARKETPLACE EVENTS LLC

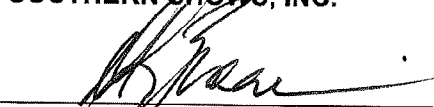


Name: Mark White

Title: Chief Financial Officer

I have the authority to bind the company

SIGNED for and on behalf of
SOUTHERN SHOWS, INC.



Name: David J. Zimmerman

Title: President

I have the authority to bind the corporation

[Signature page to the Trademark Assignment Agreement – Southern Shows]

APPENDIX A

Trademark	App./Reg. No.	Status
SOUTHERN SPRING SHOW	Reg. No. 1,990,063	Registered.
	App. 87/162,749	Pending.
SOUTHERN SPRING HOME & GARDEN SHOW (word mark)	App. 87/162,754	Pending.
STYLIZED BIRD DESIGN	Reg. No. 1,412,581	Registered.
SOUTHERN CHRISTMAS SHOW (word mark)	Reg. No. 909,332	Registered.
12 DAYS OF CHRISTMAS	Reg. No. 2,481,233	Registered.