

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN PLANNING ASSOCIATION		05/22/2017	Corporation: D.C.
RECEIVING PARTY DATA			
Name:	TAYLOR & FRANCIS GROUP, LLC		
Street Address:	6000 BROKEN SOUND PARKWAY, NW		
Internal Address:	SUITE 300		
City:	BOCA RATON		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1521767	PLANNERS PRESS	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	312-781-6013		
Email:	chicago.trademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com		
Correspondent Name:	Kathryn Starshak c/o K&L Gates LLP		
Address Line 1:	P.O. BOX 1135		
Address Line 4:	CHICAGO, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	3716629		
NAME OF SUBMITTER:	Kathryn Starshak		
SIGNATURE:	/Kathryn Starshak/		
DATE SIGNED:	05/30/2017		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS, The American Planning Association, a District of Columbia non-profit organization (“**Assignor**”), owns the entire right, title and interest in, to and under the registered and unregistered trademarks and trademark applications (including, without limitation, trade dress, service marks and service mark applications), the copyrights, copyright registrations and applications for copyright registration (including, without limitation, any renewals and/or extensions thereof in perpetuity), all of which, to the extent registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, are set forth in the Annex I attached hereto and made a part hereof (collectively, the “**Properties**”); and

WHEREAS, Assignor has entered into that certain Asset Purchase Agreement, dated as of May 23, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Asset Purchase Agreement**”), with Taylor & Francis Group, LLC, a limited liability company formed under the laws of the State of Delaware (“**Assignee**”), pursuant to which Assignor has agreed to sell, assign and transfer to Assignee the Properties and all of Assignor’s right, title and interest in, to and under the Properties, free and clear of any Liens, in exchange for good and valuable consideration described in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged. Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, Assignor hereby sells, assigns and transfers to Assignee, its successors and permitted assigns, the Properties and all of Assignor’s right, title and interest in, to and under the Properties, free and clear of any Liens, together with the goodwill of the business symbolized by the Properties, and the registration thereof, and further including: all income, royalties, and damages now and hereafter due and/or payable to Assignor, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world.

AND THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office, the United States Copyright Office, the applicable registrar of domain names and any official of any country or countries foreign to the United States, whose duty is to issue patents, trademark registrations, copyright registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors and permitted assigns, in accordance with the terms of this instrument.


AND THE ASSIGNOR HEREBY covenants and agrees that the Assignor has full right, power and authority to convey the entire interest herein assigned, and that the Assignor has not executed or otherwise entered into, and will not execute or otherwise enter into, any agreement in conflict herewith.

AND THE ASSIGNOR HEREBY further covenants and agrees that the Assignor will communicate to the Assignee, its successors and permitted assigns, any facts known to the Assignor respecting the Properties as of the date hereof, and testify in any legal proceeding, sign

all lawful papers, make all rightful oaths, and use commercially reasonable efforts to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection of and for the Properties and to perfect the assignment thereof in Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year written below.

THE AMERICAN PLANNING ASSOCIATION

By: 

Name: Ann Simms

Title: Chief Operating Officer and Chief Financial
Officer

[Signature Page to the Intellectual Property Assignment Agreement]

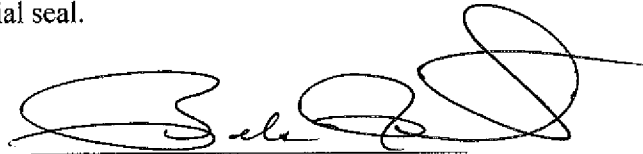
TRADEMARK
REEL: 006072 FRAME: 0387

STATE OF Illinois)
)ss:
COUNTY OF Cook)

On this 22nd day of May 2017, before me the undersigned, a Notary Public for the County of Cook, personally appeared Ann Simms, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity on behalf of The American Planning Association, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.




Signature of Notary

Properties

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