

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE NPD GROUP, INC.		06/28/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	MVB US, INC.		
Street Address:	c/o Frankfurt Book Fair New York Inc.		
Internal Address:	30 Irving Place, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2610398	PUBEASY	
Registration Number:	1450012	PUBNET	
Registration Number:	2975150	PUBNET	
CORRESPONDENCE DATA			
Fax Number:	9149936021		
<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:	914 285 9800		
Email:	ksteiner@kelaw.com		
Correspondent Name:	Katherine Steiner, Esq.		
Address Line 1:	Kurzman Eisenberg Corbin & Lever, LLP		
Address Line 2:	1 North Broadway, 12th Floor		
Address Line 4:	White Plains, NEW YORK 10028		
NAME OF SUBMITTER:	Katherine R. Steiner, Esq.		
SIGNATURE:	/Katherine R. Steiner/		
DATE SIGNED:	06/29/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of June 28, 2017 (the "Effective Date") is between and THE NPD GROUP, INC., a New York corporation ("Assignor"), and MVB US, INC., a New York corporation ("Assignee"), and is entered into in connection with that certain Asset Purchase Agreement, dated as of June 16, 2017, by and between Assignor and Assignee (the "Purchase Agreement").

WITNESSETH:

WHEREAS, Assignor is the sole owner of all right, title, and interest in and to the trademarks identified on Schedule A attached hereto and the U.S. federal trademark registrations associated therewith (the "Trademarks"); and

WHEREAS, for good and valuable consideration and pursuant to the Purchase Agreement, and upon the terms and conditions set forth below, Assignor desires to assign all of its right, title, and interest in and to the Trademarks to Assignee, and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, conveys and transfers unto Assignee all right, title, and interest in and to the Trademarks, including the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, and the right to the goodwill associated with the Trademarks. Assignor agrees to deliver to Assignee completed and executed copies of all transfer agreements required to transfer the Trademarks. As reasonably requested from time to time by Assignee, Assignor shall execute any additional documents, instruments or conveyances of any kind which may be reasonably necessary to carry out any of the provisions of this Agreement.

2. Representations and Warranties. None of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be abrogated, enlarged, modified or altered in any way by such execution and acceptance of this Agreement.

3. Terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the

same agreement. A signed copy of this Agreement delivered by facsimile or other means of electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[the next page is the signature page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MVB US, INC.

By 

Name: Rudie van Schie

Title: Chief Financial Officer

THE NPD GROUP, INC.

By: _____

Name: Tod Johnson

Title: Executive Chairman

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MVB US, INC.

By _____
Name:
Title:

THE NPD GROUP, INC.

By: 
Name: Tod Johnson
Title: Executive Chairman

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006095 FRAME: 0176

Schedule A

Trademarks

Country	Mark	Reg. No.	Reg. Date
United States	PUBEASY	2,610,398	Aug-20, 2002
United States	PUBNET	1,450,012	Jul-28, 1987
United States	PUBNET	2,975,150	Jul-26, 2005