# OP \$65.00 3264464

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM436094

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UBM LLC		07/29/2016	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Aspencore, LLC		
Street Address:	c/o Arrow Electronics, Inc.		
Internal Address: 9201 E. Dry Creek Road			
City:	Centennial		
State/Country: COLORADO			
Postal Code: 80112			
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3264464	EETIMES
Registration Number:	4054953	EE LIFE

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** (303) 473-2873

Email: docket@hollandhart.com

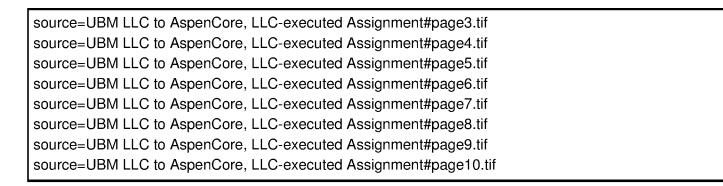
Correspondent Name: Larry H. Tronco
Address Line 1: Holland & Hart LLP
Address Line 2: P.O. Box 8749

Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER:	Larry H. Tronco
SIGNATURE:	/LARRY H. TRONCO/
DATE SIGNED:	07/21/2017

**Total Attachments: 10** 

source=UBM LLC to AspenCore, LLC-executed Assignment#page1.tif source=UBM LLC to AspenCore, LLC-executed Assignment#page2.tif



### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is entered into and effective as of the 29th day of July, 2016 (the "Effective Date"), by and between UBM LLC, a limited liability company organized under the laws of Delaware ("Assignor"), and Aspencore, LLC, a limited liability company organized under the laws of Delaware ("Assignee").

### WITNESSETH

WHEREAS, Assignor owns all right, title, and interest in and to certain intellectual property included within the Assigned Intellectual Property, including but not limited to the trademarks, service marks, and domain names listed or referred to in <a href="Exhibit A">Exhibit A</a> (such Assigned Intellectual Property, collectively, the "Intellectual Property"); and

WHEREAS, pursuant to the Purchase Agreement, dated May 27, 2016 (the "Purchase Agreement"), by and among Assignor, Assignee, Arrow Electronics Asia (S) Pte Ltd., Arrow Asia Pac Limited, Arrow Electronics, Inc., UBM Asia B.V., and UBM Canon LLC, Assignor has agreed to assign such Intellectual Property to Assignee and Assignee desires to acquire such Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. <u>Assignment</u>. Assignor hereby assigns, transfers, and conveys to Assignee its entire right, title, and interest in and to the Intellectual Property, including the goodwill associated therewith, to be held by Assignee, its successors and assigns, as fully and entirely as the same would have been held by Assignor had this assignment not been made, including Assignor's right, title, and interest in and to all causes of action and enforcement rights for the Intellectual Property, including all rights for past, present, and future damages, injunctive relief, and other remedies for past, present, and future infringement of the Intellectual Property.
- 2. <u>Further Assurances</u>. Assignor hereby agrees to perform all acts reasonably necessary, including execution of all papers reasonably necessary, to vest in Assignee, or to its successors and assigns, the rights hereby transferred.
- 3. <u>Defined Terms</u>. Capitalized terms which are used but not otherwise defined in this Agreement will have the meaning ascribed to such terms in the Purchase Agreement.
- 4. <u>Amendments</u>. This Agreement may be amended, modified or supplemented only by an instrument in writing signed by Assignor and Assignee.
- 5. <u>Governing Law</u>. This Agreement will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to any applicable principles of conflicts of law that might require the application of the laws of any other jurisdiction.

- 6. <u>Assignment</u>. Assignee, without Assignor's prior consent, shall have the right to assign this Agreement and Assignee's rights hereunder to any of its affiliates or if Assignee transfers substantially all of its assets to, acquires, or merges with another company. This Agreement will be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
- 7. <u>Conflict</u>. The assignment and assumption of the Intellectual Property made hereunder is made in accordance with and subject to the Purchase Agreement (including, without limitation, the representations, warranties, covenants, and agreements contained therein), which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, and obligations of the parties contained in the Purchase Agreement or the survival thereof.
- 8. <u>Notices</u>. Any notice, request, or other document to be given hereunder to any party shall be given in the manner specified in Section 9.04 of the Purchase Agreement. Any party may change its address for receiving notices, requests, and other documents by giving written notice of such change to the other parties in the manner specified in Section 9.04 of the Purchase Agreement.
- 9. <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.
- 10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed original, all of which together will constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 11. <u>No Third Party Beneficiary</u>. This Agreement is intended solely for the benefit of the parties and their successors and permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights upon any other Person or entity not a party to this Agreement.
- 12. Interpretation. Assignor and Assignee have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 13. <u>Entire Agreement</u>. This Agreement and the Purchase Agreement and the exhibits and the documents referred to in the Purchase Agreement, embody the entire agreement and

understanding of the parties hereto in respect of the transactions contemplated hereby and supersede all prior agreements and understandings between the parties with respect thereto.

[SIGNATURES FOLLOW ON NEXT PAGE]

#4842-0422-7888 SK 25854 0020 7144100 v2

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

	f LLC, ssignor
Ву:	Ornau Materles  Name: anneie Occasion  Title: Via Acsided Souther
	THE VICE TRESTANCE OF THE CONTROL
ΔSPI	BNCORE, LLC,
	ssignee
Ву:	
	Name: Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

	I LLC, signor					
By;						
	Name: Title:					
ASPE	NCORE, I	uc.				
	signee					
		- Carlotte		<b>3</b>		
By:	Name: 6	regory Tarr	oinian	***************************************	News Control	
	Title:					

# **EXHIBIT A**

# **Intellectual Property**

# **Domain Names**

# US – UBM LLC

Domain Name
partbuyers.com
datasheets.xxx
ebnonline.xxx
edn.xxx
eetimes.xxx
embedded.xxx
techonline.xxx
eetimesnetwork.com
buyeeparts.com
eetimesconfidential.com
eetimesgroup.net
ebnonline.com
edn-europe.com
edn.com
eetimes-digital.com
eetimes.com
eetimescustomerservice.com
eetimesgroup.com
embedded.com
immortalworks.com
techonline.com
wirelessnetworkingdesignline.com
sensorsdesignline.com
automotivedesignline.com
eeproductcenter.com
eet.com
greensupplyline.com
powermanagementdesignline.com
techonline.us
datasheets.com
ebnews.com
partbuyer.com

powerdesignline.com
embeddedonline.com
embeddedsystemschina.com
embeddedsystemsindia.com
eetimessubscribe.com
datasheets.jp
embeddedjapan.com
eetimesjapan.com
embeddedsystemsjapan.com
www.planetanalog.com

# Trademarks

	Country	Mark	Status	App. No.	Reg. No.	Class/Goods/Services	Next Due Date
1.	India	EETIMES	Registered	1236777	1236777	Class 41 Online publications and dissemination of information via a global computer information network.	Sep-15-2023 Renewal Deadline
2.	India	ELECTRONIC ENGINEERING TIMES	Registered	1236772	1236772	Class 38 Online publications and dissemination of information via a global computer information network.	Sep-15-2023 Renewal Deadline
3.	United States of America	EETIMES	Registered	78/805946	3264464	Class 16 Newsletters and magazines in the fields of electronics, engineering, computers, high technology and office systems management.  Class 42 Online information services, namely providing news and information in the fields of electronics, engineering, computers, high technology and office systems management.	Jul-17-2017 Section 8 & 9 Renewal Deadline
4.	Brazil	EBN	Registered	823540316	823540316	Class 16 Publications.	Jun-05-2017 Renewal Deadline
5.	Brazil	EBN	Registered	823540324	823540324	Class 42 Providing information about the electronics and computer industry via global computer network.	Jun-05-2017 Renewal Deadline

6.	China	EETIMES	Registered	6437836	6437836	Class 16 Newsletters and magazines in the fields of electronics, engineering, computers, high technology and office systems management.	Aug-06-2021 Renewal Deadline
7.	China	EETIMES	Registered	6437835	6437835	Class 41 Providing on-line electronic publications (not downloadable) in the fields of electronics, engineering, computers, high technology and office systems management.	Jul-06-2020 Renewal Deadline
8.	China	EETIMES	Registered	6844027	6844027	Class 38 Information and image transmitted by a computer terminal in the fields of electronics, engineering, computer, high technology and office systems management; electronic bulletin board services (telecommunications services) in the fields of electronics, engineering, computer, high technology and office systems management.	May-06-2020 Renewal Deadline
9.	China	ELECTRONIC BUYERS' NEWS	Registered	9800000962	1287990	Class 16 Magazines; periodicals, newspapers.	Jun-27-2019 Renewal Deadline
10.	China	ELECTRONIC ENGINEERING EETIMES CHINA (Stylized)	Registered	1668781	1668781	Class 16 Magazines, periodicals, newspapers.	Nov-20-2021 Renewal Deadline
11.	China	ELECTRONIC ENGINEERING TIMES	Registered	9800000966	1295480	Class 16 Magazines, periodicals, newspapers.	Jul-20-2019 Renewal Deadline
12.	China	ELECTRONICS SUPPLY & MANUFACTURING	Registered	4072979	4072979	Class 09 Electronic publications (downloadable) in the fields of electronics, high technology, IT and computers.	Jan-20-2019 Renewal Deadline
13.	China	ELECTRONICS SUPPLY & MANUFACTURING	Registered	4072978	4072978	Class 41 Provision of on-line publications (not downloadable) in the fields of electronics, high technology, IT and computers.	Feb-06-2019 Renewal Deadline
14.	China	ELECTRONICS SUPPLY & MANUFACTURING	Registered	4072980	4072980	Class 16 Periodicals and magazines in the fields of electronics, high technology, IT and computers.	Apr-27-2017 Renewal Deadline

15.	Japan	Electronic Engineering Times (Stylized)	Registered	1995- 137164	4088559	Class 16 Newspapers, magazines.	Dec-05-2017 Renewal Deadline
16.	Japan	Electronic Engineering Times (Stylized)	Registered	H07-137165	4319796	Class 42 Providing job information, providing technical information concerning to electronic systems including computer, long distance, communications equipment, semiconductors, software, and peripheral apparatus and relating equipment thereof.	Oct-01-2019 Renewal Deadline
17.	Republic of Korea	EETIMES	Registered	45-2007- 0005679	45- 0027011- 00-00	Class 09 Downloadable electronic magazines in the fields of electronics, engineering, computers, high technology and office systems management.  Class 16 Newsletters and magazines in the fields of electronics; engineering; computers; high technology and office systems management.  Class 42 Online information services, namely providing news and information in the fields of electronics, engineering, computers, high technology and office systems management.	Apr-01-2019 Renewal Deadline
18.	United States of America	ELECTRONIC ENGINEERING TIMES	Registered	73/043906	1037433	Class 16 Tabloid newspaper dealing with electronic and engineering news.	Oct-06-2016 Section 8 & 9 Renewal Grace Period
19.	Sweden	ELECTRONIC ENGINEERING TIMES	Registered	85/128857	324173	16	Jul-18-2017 Renewal Deadline

20.	United States of America	EE LIFE	Registered	85/128857	405495	Class 42 Online services, namely, providing a website featuring information of interest to engineers and technology users on the topics of engineering and technology; providing a website featuring technology that enables users to upload, share and collaborate user-generated content and videos on the topics of engineering and technology; creating an on-line community for those in the engineer and technology communities to participate in discussions and competitions, get feedback from their peers, form virtual communities, and engage in social networking on the topics of engineering and technology.	Nov-15-2017 Section 8 & 15 Deadline
21.	Republic of Korea	ELECTRONIC ENGINEERING TIMES	No Action - Registered	40-1996- 18230	40-0386182	Class 16 Paper tapes and cards for the recordal of computer programs.	Dec-11-2017 Renewal Deadline

**RECORDED: 07/21/2017**