

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haymarket Media, Inc.		07/31/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	AC Business Media Inc.		
Street Address:	201 North Main Street		
City:	Fort Atkinson		
State/Country:	WISCONSIN		
Postal Code:	53538		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4039952	DIRECT MARKETING NEWS	
CORRESPONDENCE DATA			
Fax Number:	8028627512		
<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:	802-863-2375		
Email:	tmip@drm.com		
Correspondent Name:	Cathleen E. Stadecker		
Address Line 1:	199 Main Street, P.O. Box 190		
Address Line 4:	Burlington, VERMONT 05402-0190		
NAME OF SUBMITTER:	Cathleen E. Stadecker		
SIGNATURE:	/Cathleen E. Stadecker/		
DATE SIGNED:	10/03/2017		
Total Attachments: 5			
source=Assignment (15478-017UST1)#page1.tif			
source=Assignment (15478-017UST1)#page2.tif			
source=Assignment (15478-017UST1)#page3.tif			
source=Assignment (15478-017UST1)#page4.tif			
source=Assignment (15478-017UST1)#page5.tif			

OP \$40.00 4039952

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement"), dated as of July 31, 2017 (the "Effective Date"), is made by and between AC Business Media Inc., a Delaware corporation ("Assignee"), and Haymarket Media, Inc., a New York corporation ("Assignor"). Assignor and Assignee are each individually referred to herein as a "Party" and collectively, as the "Parties". Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee is acquiring certain of the assets used in the operation of the Business, including by assuming all right, title and interest of Assignor to certain Trademarks currently owned by Assignor;

B. Assignor owns all right, title and interest in and to the trademarks listed in Exhibit A to this Agreement (the "Trademarks"); and

C. Assignor wishes to sell and assign to Assignee and Assignee wishes to purchase and assume from Assignor all right, title and interest of Assignor in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignor agrees to and does hereby transfer to Assignee, and Assignee does hereby accept all right, title and interest in and to the Trademarks, together with all goodwill of the business connected with the use of, and symbolize by the Trademarks, and all trademark registrations, applications and renewals in connection therewith, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

2. Assignor agrees to execute and deliver, and to cause its Affiliates to execute and deliver, at the reasonable request of Assignee, all papers, instruments and assignments, and to perform any other reasonable acts Assignee may reasonably require in order to vest all of Assignor's right, title and interest in and to the Trademarks in Assignee and/or provide evidence to support any of the foregoing in the event such evidence is reasonably deemed necessary by Assignee, to the extent that such evidence is in the possession or control of Assignor.

3. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

4. This Agreement shall be construed and interpreted according to the laws of the State of New York, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

5. This Agreement may be executed by facsimile or pdf copy of signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. None of the provisions of this Agreement may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by all Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

HAYMARKET MEDIA, INC.

By: Lee Manissalis
Name: LEE MANISSALIS
Title: CEO Haymarket Media

ACKNOWLEDGEMENT

STATE OF NY)
COUNTY OF NY)

^(Lee)
Lee Manissalis On this 31 day of July, 2017, before me, a Notary Public, personally appeared Lee Manissalis, to be known to be the person described in and who executed the foregoing Trademark Assignment Agreement and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal on the date and year last written above.

Seth Nadler
Notary Public

My Commission Expires:

SETH A NADLER
Notary Public - State of New York
No. 02NA6330451
Qualified in Kings County
My Comm. Expires Sep. 14, 2019

AC BUSINESS MEDIA INC.

By: _____
Name: Anil Narang
Title: Chairman

ACKNOWLEDGEMENT

STATE OF Connecticut)
COUNTY OF Windsor) Westport

On this 31st day of July, 2017, before me, a Notary Public, personally appeared Anil Narang, to be known to be the person described in and who executed the foregoing Trademark Assignment Agreement and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal on the date and year last written above.

[Signature]

Notary Public

My Commission Expires:
2/29/2020

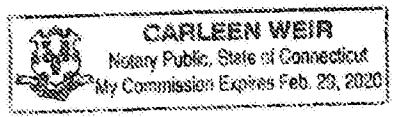



EXHIBIT A

Trademarks

Mark	Image	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Due
DIRECT MARKETING NEWS (Stylized)		United States of America	Registered	85/183513	11/23/2010	4039952	10/11/2011	10/11/2021