

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SouthComm Business Media, LLC		12/30/2016	Limited Liability Company: TENNESSEE
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: 5			
Property Type	Number	Word Mark	
Registration Number:	4468084	GREEN INDUSTRY PROS	
Registration Number:	1632347	PRO	
Registration Number:	3598170	SNOW PRO	
Registration Number:	3576152	WALKER TALK	
Registration Number:	4067256	YARD & GARDEN	
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:	11/14/2017		
Total Attachments: 8			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment"), effective as of December 30, 2016, is entered into by and between SouthComm Business Media, LLC, a Tennessee limited liability Company ("Assignor"), and AC Business Media Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks"); those certain internet domain name registrations identified on Schedule B attached hereto ("Assigned Domain Names"); those certain copyright registrations and applications identified on Schedule C attached hereto ("Assigned Copyrights"); and those certain patents and patent applications identified on Schedule D attached hereto ("Assigned Patents"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December 29, 2016 (the "Asset Purchase Agreement"), between Assignor and Assignee, Assignor has agreed to sell, convey, transfer, assign, grant and deliver to Assignee, the Assets (as defined therein) (the "Acquisition").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, conveys, transfers, assigns, grants and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the applicable Assigned Trademarks (as identified on Schedule A), the goodwill of the business connected to and associated with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all government and administrative bodies with respect to such Assigned Trademarks.

3. Conveyance and Acceptance of Assigned Domain Names. Assignor hereby sells, conveys, transfers, assigns, grants and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the applicable Assigned Domain Names (as identified on Schedule B), the goodwill of the business connected to and associated with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all government and administrative bodies with respect to such Assigned Domain Names.

4. Conveyance and Acceptance of Assigned Copyrights. Assignor hereby sells, conveys, transfers, assigns, grants and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the applicable Assigned Copyrights (as identified on Schedule C), the goodwill of the business connected to and associated with the use of and

symbolized by the Assigned Copyrights the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Copyrights and of this Assignment, and the right to initiate other proceedings before all government and administrative bodies with respect to such Assigned Copyrights.

5. Conveyance and Acceptance of Assigned Patents. Assignor hereby sells, conveys, transfers, assigns, grants and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the applicable Assigned Patents (as identified on Schedule D), any and all patents or patent applications that claim priority to such Assigned Patents, including continuations, divisions, continuations-in-part, reissues and reexaminations thereof, all rights of action pertaining to such Assigned Patents, including without limitation the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of such Assigned Patents and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to such Assigned Patents, and the right to claim priority, file foreign counterparts, and make applications for reissue and reexamination with respect to any of such Assigned Patents.

6. Recordation.

a. Authorization. Assignor hereby authorizes and requests that the Commissioner for Trademarks, the Register of Copyrights, the Commissioner for Patents, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to its Assigned Trademarks and Assigned Patents.

b. Domain Names. Assignor hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Assignee ownership of and administrative contact for all of the Assigned Domain Names transferred to it hereunder. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Assignee's request and expense the Assignor will cooperate with Assignee to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (iii) take any further actions required by the Registering Authority's policies and rules to transfer the Domain Names to Assignee.

7. Assignment. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned or delegated, in whole or in part, by operation of Law or otherwise, by any party without the prior written consent of the other party, except that Assignee may assign any of its rights and delegate any of its obligations hereunder, in whole or in part, to any of its affiliates without obtaining the consent of the Assignor. Any purported assignment not permitted under this Section 7 shall be null and void.

8. Binding Effect. This Assignment shall bind and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

9. Further Assurances. If at any time after the Closing any further action is necessary or desirable to fully effect the transactions contemplated by this Assignment, each of the parties hereto shall take any action (including the execution and delivery of any instruments and documents) as any other party reasonably may request.

10. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Wisconsin applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

11. Counterparts. This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Purchase Agreement. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

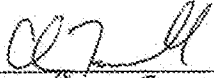
13. License. Assignee hereby grants Assignor a royalty free license to use in the manner presently used the Assigned Trademarks, Assigned Domain Names and Assigned Copyrights for the period of December 30, 2016 to December 31, 2016.

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IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

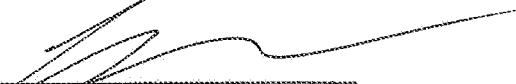
ASSIGNOR:

SOUTHCOMM BUSINESS MEDIA, LLC

By: 
Name: Amy Farrell
Title: CEO

ASSIGNEE:

AC BUSINESS MEDIA INC.

By: 
Name: Carl Wistrach
Title: CEO

{Signature Page to Assignment of Intellectual Property}

SCHEDULE A
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Trademarks

Client/ Matter No.:	Country	Trademark	Owner	Application No.	Filing Date	Reg Number	Reg Date	Class	Trademark Status	Renewal Date	Date of First Use
522379-0423971	US	GREEN INDUSTRY PROS	CYGNUS BUSINESS MEDIA, INC.	86/002956	5-Jul-13	4468084	14-Jan-14	16, 44	Registered	14-Jan-20	1-Mar-09
522379-0395416	US	PRO	CYGNUS BUSINESS MEDIA, INC.	85/315614	23-Apr-90	1632347	22-Jan-91	16	Registered	22-Jan-21	
522379-0373471	US	SNOW PRO	CYGNUS PUBLISHING, LLC	77/552897	21-Aug-08	3598170	31-Mar-09	16	Registered	31-Mar-19	
522379-0373472	US	WALKER TALK YARD &	CYGNUS PUBLISHING, LLC	77/552919	21-Aug-08	3576152	17-Feb-09	16	Registered	17-Feb-19	
522379-0395417	US	GARDEN	CYGNUS BUSINESS MEDIA, INC.	85/315598	9-May-11	4067256	6-Dec-11	16	Registered	6-Dec-17	1984

SCHEDULE B

to

ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Domain Names

greenindustrypros.com (expiration May 22, 2017)

promagazine.com (April 28, 2017)

proshows.com (July 10, 2017)

yardngarden.com (expiration April 28, 2017)

SCHEDULE C
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Copyrights

Full Title	Copyright Number	Date(s)	Type of Work
Pro : the business management resource for lawn maintenance professionals.	CSN0106251	1997-2004	Serial
Yard & Garden : the power equipment dealer's source for management, marketing, merchandising.	CSN0661815	2000-2004	Serial

SCHEDULE D
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Patents

None

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