

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DealerCom, LLC d/b/a Dealer Communications (as successor in interest to Horizons Communications, Inc.)		10/11/2016	Limited Liability Company: FLORIDA
Michael Roscoe		10/11/2016	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Emerald Expositions, LLC		
Street Address:	31910 Del Obispo Street		
City:	San Juan Capistrano		
State/Country:	CALIFORNIA		
Postal Code:	92675		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4308143	AAISP	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	2128598000		
Email:	alana.rodriguez@friedfrank.com		
Correspondent Name:	Alana Rodriguez		
Address Line 1:	1 New York Plaza		
Address Line 2:	26th Floor		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	34224-11		
NAME OF SUBMITTER:	Alana Rodriguez		
SIGNATURE:	/Alana Rodriguez/		
DATE SIGNED:	02/22/2018		
Total Attachments: 9			

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment"), effective as of October 11, 2016, is entered into by and between DealerCom, LLC d/b/a Dealer Communications, a Florida limited liability company (for itself and in its capacity as successor-in-interest to Horizon Communications, Inc.) and Michael Roscoe, an individual (collectively, "Assignor"), and Emerald Expositions, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of those certain trademark registrations 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 October __, 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 New York 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.

[remainder of page intentionally left blank]

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

ASSIGNOR:

**DEALERCOM, LLC D/B/A DEALER
COMMUNICATIONS**

By: _____

Name: Michael Roscoe

Title: President

MICHAEL ROSCOE

ASSIGNEE:

EMERALD EXPOSITIONS, LLC

By: _____

Name:

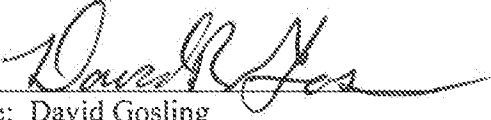
Title:

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 006277 FRAME: 0721

ASSIGNEE:

EMERALD EXPOSITIONS, LLC

By: 
Name: David Gosling
Title: SVP, General Counsel and Secretary

SCHEDULE A
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Trademarks

Mark	Owner	Application/Registration Number	Registration Date
DD	DealerCom, LLC	4,059,270	November 22, 2011
DIGITAL DEALER (for websites, marketing and online magazines)	DealerCom, LLC	4,398,816	September 10, 2013
DIGITAL DEALER (for magazines)	DealerCom, LLC	3,186,936	December 19, 2006
AAISP	Horizon Communications Inc. DBA Dealer Communications	4,308,143	March 26, 2013

SCHEDULE B

to

ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Domain Name – DealerCom, LLC d/b/a Dealer Communications

<u>DOMAIN NAMES</u>	<u>REGISTRANT</u>
AUTODEALERWEBINARS.COM	Michael Roscoe
CARDEALERWEBINARS.COM	Michael Roscoe
DEALEREVENTS.ORG	Digital Dealer / Michael Roscoe
DIGITALDEALER.COM	Dealer Communications
DIGITALDEALERFORUM.COM	Dealercom, LLC / Kimberly Tonkovich
DIGITALDEALERFORUMS.COM	Dealercom, LLC / Kimberly Tonkovich
DIGITALDEALERNEWS.COM	Michael Roscoe
DIGITALDEALERVIRTUALEXPO.COM	Digital Dealer / Michael Roscoe

SCHEDULE C
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Copyrights

None.

SCHEDULE D
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Assigned Patents

None.