

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Professional Media Group, LLC		04/30/2018	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	LRP Conferences, LLC		
Street Address:	360 Hiatt Drive		
City:	Palm Beach Gardens		
State/Country:	FLORIDA		
Postal Code:	33418		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5076622	DALI	
Registration Number:	5030427	UB UNIVERSITY BUSINESS	
Registration Number:	5030425	DA DISTRICT ADMINISTRATION	
Registration Number:	5016499	UNIVERSITY BUSINESS	
Registration Number:	5016496	DISTRICT ADMINISTRATION	
Registration Number:	5011732	DA DISTRICT ADMINISTRATION LEADERSHIP IN	
Registration Number:	4251076	UB TECH	
Registration Number:	5117240	DISTRICT ADMINISTRATION LEADERSHIP INSTI	
CORRESPONDENCE DATA			
Fax Number:	5616256572		
<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:	561-625-6575		
Email:	ustrademarks@mchaleslavin.com		
Correspondent Name:	Carl J. Spagnuolo, McHale & Slavin, P.A.		
Address Line 1:	2855 PGA Blvd.		
Address Line 4:	Palm Beach Gardens, FLORIDA 33410		
NAME OF SUBMITTER:	Carl J. Spagnuolo		
SIGNATURE:	/Carl J. Spagnuolo/		

OP \$215.00 5076622

DATE SIGNED:	05/11/2018
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Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Agreement") is dated as of April 30, 2018 (the "Closing Date"), by and between Professional Media Group, LLC, a Connecticut limited liability company ("Assignor"), and LRP Conferences, LLC, a Florida limited liability company ("Assignee").

RECITALS:

A. Assignor and Assignee have, concurrently herewith, consummated the purchase by Assignee, from Assignor, of the Purchased Assets, pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of the Closing Date (the "Purchase Agreement").

B. Pursuant to the Purchase Agreement, Assignor is selling, transferring, assigning, conveying, granting and delivering to Assignee all of Assignor's right, title and interest in, to and under the Purchased Assets.

C. The Intellectual Property Assets, which consist of Intellectual Property, constitute a portion of the Purchased Assets.

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual covenants and agreements to be performed as set forth in this Agreement and the Purchase Agreement, the receipt and sufficiency of which consideration are hereby conclusively acknowledged, agree as follows: (x) Assignor hereby irrevocably sells, assigns, transfers, conveys, grants and delivers, to Assignee, all of Assignor's right, title and interest in, to and under the Intellectual Property Assets (including, without limitation, all goodwill associated with the Intellectual Property Assets, to the extent such goodwill relates to the Intellectual Property Assets) and (y) without limiting the generality of the foregoing in this sentence, Assignor and Assignee hereby agree as follows:

1. Transfer of Domain Names.

(a) Transfer of Domain Name with the Registrar. Assignor shall take all actions reasonably requested by Assignee and necessary to consent irrevocably and to authorize the Registrar to transfer control of the all of the domain names and registrations that are included in the Purchased Assets, including without limitation, the domain name registrations that are identified on Schedule 1 to this Agreement (collectively, the "Domain Names") to Assignee. Assignor shall also cooperate fully with Assignee and the Registrar of the Domain Names to facilitate the filing and processing of all forms and other formalities (including, without limitation, changing passwords, user names, and Internet Protocol (IP) addresses) necessary to complete the transfer of the Domain Name registrations. Assignor and Assignee shall cooperate fully and use commercially reasonable efforts to effectuate the transfer of the Domain Names within ten (10) Business Days following the Closing Date.

(b) No Further Use or Registration. Subject to the terms of the Purchase

Agreement, as of the Closing Date, Assignee shall, as the sole owner of the Domain Names, have the exclusive right to use the Domain Names. Assignor shall immediately cease and desist from all use of the Domain Names for any purpose.

(c) Assignment of Trademarks. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, pursuant to the terms of the Purchase Agreement, all of Assignor's worldwide rights, title and interest in, to and under all of the following, all free and clear of all Encumbrances: (i) all trademarks, service marks, names and logos that are included in the Purchased Assets, including, without limitation, those described on Schedule 2 to this Agreement (collectively, the "Marks"), (ii) all pending applications or registrations (including, without limitation, all renewals or extensions of such applications and registrations) related to the Marks, (iii) the goodwill of the Business in connection with which the Marks are used, which is symbolized by the Marks or which is otherwise related to the Works, (iv) all rights therein and thereto in any country or locality worldwide and (v) the right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for Assignee's use and that of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. Assignment of Copyrights.

(a) Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, pursuant to the terms of the Purchase Agreement, all of Assignor's right, title, and interest of every kind and nature in, to and under all of the following (collectively, the "Works"), all free and clear of all Encumbrances except for Permitted Encumbrances: (i) all copyrights and author's rights, whether published or unpublished, included in the Purchased Assets, (ii) all manifestations of such copyrights and author's rights in Assignor's possession that are included in the Purchased Assets, including, without limitation, manifestations thereof that are included in the Purchased Assets, including, without limitation, websites, software, source codes, marketing materials, articles, data, pamphlets and other publications whether in tangible or electronic form and (iii) all copyright licenses and copyright interests of every kind and nature related to the Business and included in the Purchased Assets, including, without limitation, such items as are set forth on Schedule 3 to this Agreement, and further including, without limitation, any and all materials that are included in the Purchased Assets and in which or on which such Works are embodied, contained, or expressed.

(b) Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, effective as of the date of creation of the Works, Assignor's entire right, title, and interest in, to and under all of the following, all free and clear of Encumbrances except for Permitted Encumbrances: (i) the entirety of any and all copyrights and author's rights in the Works, (ii) any and all copyright registrations or copyright applications covering the Works, whether currently in force or obtained hereafter, and any renewals and extensions thereof that may be secured under all laws now or hereafter in force, (iii) works based upon, derived from, or incorporating the Works, (iv) all rights of reproduction based upon the Works, (v) the right to prepare any derivative works based on the Works, (vi) the right to distribute copies of the Works to the public by sale or other transfer of ownership or by rental, lease, or lending, (vii) the right to perform the Works publicly and to display the Works

publicly, (viii) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Works, (ix) all causes of action for past, present, or future infringement based upon the Works, (x) any and all materials that are included in the Purchased Assets and in which or on which the Works are embodied, contained, or expressed, (xi) all goodwill of the Business in connection with which the Works are used, which is embodied in the Works or which is otherwise related to the Works and (xii) all other rights corresponding to the foregoing throughout the world, in any media now known or hereafter developed. Assignor understands that the Works may be modified or altered and expressly waives any rights of attribution or integrity or other rights in the nature of moral rights for all uses of the Works.

3. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and/or the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in all applicable jurisdictions, to record and register this Agreement upon request by Assignee.

4. Further Assurances. At any time and on and following the Closing Date, Assignor shall, at Assignee's request, take any and all reasonable steps and execute, acknowledge and deliver to Assignee any and all future papers, instruments and necessary or desirable in order to effect the sale, transfer, assignment, conveyance, grant and delivery to Assignee, of all of Assignor's right, title and interest in, to and under the Intellectual Property Assets. Without limiting the generality of the immediately foregoing sentence, Assignee shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence or perfect the assignment of all or any portion of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

5. Recitals. The recitals set forth above are incorporated in this Agreement by reference thereto and made a part of this Agreement.

6. This Agreement Subject to Purchase Agreement. This Agreement shall in all respects be subject to the Purchase Agreement, including, without limitation, Article IX of the Purchase Agreement. Without limiting the generality of the immediately foregoing sentence, Article IX of the Purchase Agreement shall apply to this Agreement, *mutatis mutandis*. The parties to this Agreement acknowledge and agree that the representations, warranties, covenants, agreements, indemnities and other provisions contained in the Purchase Agreement shall not be superseded by this Assignment, but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.

7. Capitalized Terms. Capitalized terms used but not defined in this Agreement shall have the meanings for such terms that are set forth in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound by this Intellectual Property Assignment Agreement, have duly executed this Intellectual Property Assignment Agreement as of the Closing Date.

ASSIGNOR:

PROFESSIONAL MEDIA GROUP, LLC

By: 

Name: Joseph J. Hanson

Title: Managing Member

ASSIGNEE:

LRP CONFERENCES, LLC

By: _____

Name: Kenneth F. Kahn

Title: President

Signature Page to Intellectual Property Assignment Agreement

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound by this Intellectual Property Assignment Agreement, have duly executed this Intellectual Property Assignment Agreement as of the Closing Date.

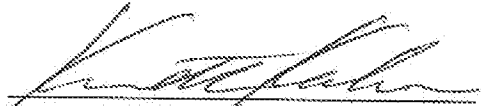
ASSIGNOR:

PROFESSIONAL MEDIA GROUP, LLC

By: _____
Name: Joseph J. Hanson
Title: Managing Member

ASSIGNEE:

LRP CONFERENCES, LLC

By: 
Name: Kenneth F. Kahn
Title: President

Signature Page to Intellectual Property Assignment Agreement

SCHEDULE 1
TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

DOMAIN NAME REGISTRATIONS

Domain Name	Registrar	Expiration Date
damag.co	NetSolutions	2/10/2019
damag.me	NetSolutions	11/17/2018
districtadministration.com	NetSolutions	8/6/2019
edmediagroup.com	NetSolutions	8/7/2018
educatorsportal.com	NetSolutions	2/14/2019
educommconference.com	NetSolutions	12/15/2020
higheredmanagement.com	NetSolutions	10/31/2018
professionalmediagroup.com	NetSolutions	7/7/2018
promediagroup.net	NetSolutions	8/30/2019
promediagr.com	NetSolutions	7/7/2018
ubmag.co	NetSolutions	2/10/2019
ubmag.me	NetSolutions	11/17/2018
ubmagazine.com	NetSolutions	1/15/2019
ubtech.cc	NetSolutions	2/10/2019
ubthrive.com	NetSolutions	9/8/2018
universitybusiness.com	NetSolutions	3/27/2021
DALEADERSHIPINSTITUTE.COM	GoDaddy	2/28/2019
DALEADERSHIPINSTITUTE.ORG	GoDaddy	7/8/2022
DAPARTNER.NET	GoDaddy	1/26/2019
SELL2CAMPUS.COM	GoDaddy	1/4/2019
SELL2K12.COM	GoDaddy	1/4/2019
UBLEADERSHIPINSTITUTE.COM	GoDaddy	2/28/2019
UBTECHCONFERENCE.COM	GoDaddy	7/14/2021

SCHEDULE 2
TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

CERTAIN MARKS

Intellectual Property	Registration Number	Owner
University Business	5,016,499	Professional Media Group, LLC
UB University Business	5,030,427	Professional Media Group, LLC
District Administration	5,016,496	Professional Media Group, LLC
DA District Administration	5,030,425	Professional Media Group, LLC
District Administration Leadership Institute	5,117,240	Professional Media Group, LLC
DA <u>District Administration</u> Leadership Institute	5,011,732	Professional Media Group, LLC
<u>DALI</u>	5,076,622	Professional Media Group, LLC
UB TECH	4,251,076	Professional Media Group, LLC

SCHEDULE 3
TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

CERTAIN WORKS

Common law copyright rights to issues of the Publications.