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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM480888

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		06/22/2018	Limited Liability Company: TENNESSEE
Cygnus Publishing, LLC		06/22/2018	Limited Liability Company: TENNESSEE

RECEIVING PARTY DATA

Name:	Endeavor Communications TN, LLC
Street Address:	905 Tower Place
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37204
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark	
Registration Number:	5191269	PROFESSIONAL DISTRIBUTOR	
Registration Number:	4734577	PTEN PROFESSIONAL TOOL & EQUIPMENT NEWS	
Registration Number:	4584474	SD&I SECURITY DEALER & INTEGRATOR THE VO	
Registration Number:	4464288	SECURED CITIES	
Registration Number:	4251054	SD&I'S FAST 50	
Registration Number:	3788105	FIREHOUSE.COM	
Registration Number:	3772608	SECURITYINFOWATCH.COM	
Registration Number:	3610665	PROFESSIONAL DISTRIBUTOR	
Registration Number:	3568780	SECURITY EXECUTIVE	
Registration Number:	3580445	LAW ENFORCEMENT TECHNOLOGY	
Registration Number:	3482682	SECURITY DEALER & INTEGRATOR NEW TECHNOL	
Registration Number:	2836900	FIREHOUSE WORLD	
Registration Number:	2524850	FIREHOUSE EXPO	
Registration Number:	2564781	FLEET MAINTENANCE	
Registration Number:	2286838	ADVANCED RESCUE TECHNOLOGY	
Registration Number:	2233287	LAW ENFORCEMENT PRODUCT NEWS	
Registration Number:	1743108	FIREHOUSE	
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Property Type	Number	Word Mark
Registration Number:	1727517	MASS TRANSIT
Registration Number:	1647422	LOCKSMITH LEDGER INTERNATIONAL
Registration Number:	5199207	AIRPORT BUSINESS
Registration Number:	5199206	AIRCRAFT MAINTENANCE TECHNOLOGY
Registration Number:	4790646	MYPRINTRESOURCE
Registration Number:	4785951	INKJET'S AGE
Registration Number:	4741158	GSE EXPO WORLDWIDE
Registration Number:	4445442	FACILITIES EXPO
Registration Number:	4056441	CYGNUS BUSINESS MEDIA
Registration Number:	3182773	VENDING MARKET WATCH
Registration Number:	3775668	MANAGING GREEN BUILDINGS
Registration Number:	3580444	INDUSTRIAL MACHINERY DIGEST
Registration Number:	3534593	MACHINE TOOL EXPO
Registration Number:	2915356	WIDE-FORMAT IMAGING
Registration Number:	2208319	AUTOMATIC MERCHANDISER
Registration Number:	1718024	ADVANCED IMAGING
Registration Number:	2005619	PHOTO TRADE NEWS
Registration Number:	1893121	ANSOM
Registration Number:	1930936	ARMY/NAVY STORE & OUTDOOR MERCHANDISER
Registration Number:	1939048	AIRCRAFT MAINTENANCE TECHNOLOGY
Registration Number:	1569633	QUICK PRINTING
Registration Number:	1611192	RV TRADE DIGEST
Registration Number:	1448456	FROZEN FOOD AGE
Registration Number:	1355332	MODERN JEWELER
Registration Number:	0633671	PRINTING NEWS
Registration Number:	1864435	AIRPORT BUSINESS

CORRESPONDENCE DATA

Fax Number: 6152483040

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: 6152523552

Email: mward@bradley.com

Correspondent Name: Mary Ward

Address Line 1:1600 Division Street, Suite 700Address Line 4:Nashville, TENNESSEE 37203

NAME OF SUBMITTER:	/Mary Ward/	
SIGNATURE:	/Mary Ward/	
DATE SIGNED:	07/06/2018	

TRADEMARK REEL: 006374 FRAME: 0138

Total Attachments: 8 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif source=Trademark Assignment Agreement#page6.tif source=Trademark Assignment Agreement#page7.tif

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TRADEMARK REEL: 006374 FRAME: 0139

TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of June 22, 2018, is made by SouthComm Business Media, LLC, a Tennessee limited liability company, and Cygnus Publishing, LLC, a Tennessee limited liability company (collectively, "Sellers") in favor of Endeavor Communications TN, LLC, a Delaware limited liability company ("Purchaser"), the purchaser of certain assets of Sellers pursuant to the Asset Purchase Agreement among Sellers, SouthComm, Inc., Purchaser and Endeavor Business Media, LLC, dated as of June 5, 2018 (as amended by the First Amendment to Asset Purchase Agreement dated June 22, 2018) (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred, and assigned to Purchaser, among other assets, certain Intellectual Property Assets of Sellers, and have agreed to execute and deliver this Trademark Assignment, which may be recorded with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, the Sellers and Purchaser wish to confirm the assignment of the Assigned Trademarks in writing; and

WHEREAS, terms not otherwise defined herein have the meaning assigned to them in the Asset Purchase Agreement.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably and unconditionally convey, transfer, and assign to Purchaser, and Purchaser hereby accepts, all of Sellers' right, title, and interest in and to the following:
 - (a) trademarks, service marks, service names, brand names, trade dress, trade names, logos, corporate names and other source or business identifiers, together with all of the goodwill associated with any of the foregoing, and any registrations, applications for registration, renewals and extensions of any of the foregoing, including the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Sellers' business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (b) all rights of any kind whatsoever of Sellers accruing under any of the Assigned Trademarks provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Trademarks; and

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- (d) any and all claims and causes of action with respect to any of the Assigned Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Sellers hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, Sellers shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto.
- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Purchaser with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts.</u> This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment 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 Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this Trademark Assignment as of the date first written above.

SELLERS:

Cygnus Publishing, LLC

Name: Robert Mahoney

Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TENNESSEE

))SS.

COUNTY OF DAVIDSON

On the 2\ day of June, 2018, before me personally appeared Robert Mahoney, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer of Cygnus Publishing, LLC the limited liability company described, and acknowledged the instrument to be his free act and deed/the free act and deed of Cygnus Publishing, LLC for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name: Vado

are Williams



SouthComm Business Media, LLC

Name: Robert Mahoney

Title: Chief Financial Officer

ACKNOWLEDGMENT STATE OF TENNESSEE

))SS.

COUNTY OF DAVIDSON

On the 21 day of June, 2018, before me personally appeared Robert Mahoney, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his/her authorized capacity as the Chief Financial Officer of SouthComm Business Media, LLC the limited liability company described, and acknowledged the instrument to be his free act and deed/the free act and deed of SouthComm Business Media, LLC for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name: Bots a Marie Williams

My Commission Expires: DR/19/20



AGREED TO AND ACCEPTED:

PURCHASER:

Endeavor Communications TN, LLC

Name: Chris Ferrell
Title: President

ACKNOWLEDGMENT

STATE OF TENNESSEE

)
SS.
COUNTY OF DAVIDSON
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On the 22nd day of June, 2018, before me personally appeared Chris Ferrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of Endeavor Communications, LLC the limited liability company described, and acknowledged the instrument to be his/her free act and deed/the free act and deed of Endeavor Communications, LLC for the uses and purposes mentioned in the instrument.

May C. Ward

Notary Public Mary C. Ward

Printed Name: Mary C. Ward

My Commission Expires:

OSON COUNTY

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdictio n	Registration Number	App. Serial No.
PROFESSIONAL DISTRIBUTOR	U.S.	5191269	87186538
PTEN PROFESSIONAL TOOL & EQUIPMENT NEWS	U.S.	4734577	86377847
SECURITY DEALER 6 NIJEGRATOR			
	U.S.	4584474	86170662
SECURED CITIES	U.S.	4464288	86010020
SD&I'S FAST 50	U.S.	4251054	85405211
FIREHOUSE.COM	U.S.	3788105	77552993
SECURITYINFOWATC H.COM	U.S	3772608	77552985
PROFESSIONAL DISTRIBUTOR	U.S.	3610665	77566706
SECURITY EXECUTIVE	U.S <u>.</u>	3568780	77561406
LAW ENFORCEMENT TECHNOLOGY	U.S.	3580445	77552934
SECURITY Dealer			·
	U.S.	3482682	77345310
FIREHOUSE WORLD	U.S.	2836900	76311351
FIREHOUSE EXPO	U.S.	2524850	76185789
FLEET MAINTENANCE	U.S	2564781	76095247
ADVANCED RESCUE TECHNOLOGY	U.S.	2286838	75537173

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LAW ENFORCEMENT Product News			
ä ^s	U.S.	2233287	75258202
FIREHOUSE	U.S.	1743108	74249175
MASS TRANSIT	U.S.	1727517	74175838
LOCKSMITH LEDGER INTERNATIONAL	U.S.	1647422	74067137
AIRPORT BUSINESS AIRCRAFT	U.S.	5199207	87186572
MAINTENANCE TECHNOLOGY	U.S.	5199206	87186517 86531947
MYPRINTRESOURCE INKJET'S AGE	U.S.	4790646 4785951	86531947
GSE EXPO WORLDWIDE	U.S.	4741158	86469195
FACELTIES EXPO			
49			
CYGNUS BUSINESS	U.S.	4445442	86002940
MEDIA VENDING MARKET	U.S.	4056441	85298536
WATCH	U.S.	3182773	78630586
MANAGING GREEN BUILDINGS			
The state of the s	U.S.	3775668	77573048
INDUSTRIAL MACHINERY DIGEST	U.S.	3580444	77552870
MACHINE TOOL EXPO			
	U.S.	3534593	77065187
WIDE-FORMAT IMAGING	U.S.	2915356	76541834

AUTOMATIC			
MERCHANDISER	U.S.	2208319	75300099
ADVANCED IMAGING			
	U.S.	1718024	74175839
PHOTO TRADE NEWS			
	U.S.	2005619	74640125
ANSOM			
	U.S.	1893121	74532504
ARMY/NAVY STORE			
& OUTDOOR		1020026	74527201
MERCHANDISER	U.S.	1930936	74327201
AIRCRAFT			
MAINTENANCE	U.S.	1939048	74412041
TECHNOLOGY QUICK PRINTING	0.0.	1,3,0,1,0	
QUICKTRINING	U.S.	1569633	73775 <u>4</u> 91
RV TRADE DIGEST			
	U.S.	1611192	73768606
FROZEN FOOD AGE	U.S.	1448456	73634696
MODERN JEWELER			
	U.S.	1355332	73521126
PRINTING NEWS			
	U.S.	633671	71700896
AIRPORT BUSINESS			
	U.S.	1864435_	74371864

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RECORDED: 07/06/2018