CH \$140.00 41960

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM487967

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
E H Publishing, Inc		08/20/2018	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Emerald Expositions, LLC
Street Address:	31910 Del Obispo
Internal Address:	Suite 200
City:	San Juan Capistrana
State/Country:	CALIFORNIA
Postal Code:	92675
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4196061	COMMERCIAL INTEGRATOR
Registration Number:	1691430	SECURITY SALES
Registration Number:	3238641	CEPRO
Registration Number:	5494368	TOTAL TECH SUMMIT
Registration Number:	4981016	CAMPUS SAFETY

CORRESPONDENCE DATA

Fax Number: 2128594000

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: 2128598000

Email: mark.konzelmann@friedfrank.com

Correspondent Name: Mark J Konzelmann Address Line 1: 1 New york plaza

Address Line 2: floor 26

Address Line 4: new york, NEW YORK 10004

NAME OF SUBMITTER:	Mark J Konzelmann
SIGNATURE:	/Mark J Konzelmann/
DATE SIGNED:	08/29/2018

Total Attachments: 10 source=Project Link IP Assignment#page1.tif source=Project Link IP Assignment#page2.tif source=Project Link IP Assignment#page3.tif source=Project Link IP Assignment#page4.tif source=Project Link IP Assignment#page5.tif source=Project Link IP Assignment#page6.tif source=Project Link IP Assignment#page7.tif source=Project Link IP Assignment#page8.tif source=Project Link IP Assignment#page9.tif source=Project Link IP Assignment#page9.tif source=Project Link IP Assignment#page10.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("<u>Assignment</u>"), dated as of August 20, 2018 (the "<u>Effective Date</u>"), is entered into by E H Publishing, Inc., a Texas corporation ("<u>Seller</u>") and Emerald Expositions, LLC, a Delaware limited liability company ("<u>Buyer</u>").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date (as amended, restated, modified or supplemented from time to time, the "<u>Purchase Agreement</u>"), Seller has agreed to sell, assign, transfer, convey and deliver to Buyer the Purchased Assets (as such term is defined therein) (the "<u>Acquisition</u>"); and

WHEREAS, in connection with the Acquisition, Seller has agreed to assign to Buyer, and Buyer has agreed to acquire from Seller, all of Seller's right, title, and interest in and to those certain trademark registrations and applications identified on <u>Schedule A</u> attached hereto ("<u>Assigned Trademarks</u>"); those certain internet domain name registrations identified on <u>Schedule B</u> attached hereto ("<u>Assigned Domain Names</u>"); and those certain copyright registrations identified on <u>Schedule C</u> attached hereto ("<u>Assigned Copyrights</u>").

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, Buyer and Seller hereby agree as follows:

- 1. <u>Definitions</u>. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.
- 2. <u>Conveyance and Acceptance of Assigned Trademarks</u>. Seller hereby sells, conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to the Assigned Trademarks.
- 3. <u>Conveyance and Acceptance of Assigned Domain Names</u>. Seller hereby sells, conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Assigned Domain Names, the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities and Registering Authorities with respect to such Assigned Domain Names.
- 4. <u>Conveyance and Acceptance of Assigned Copyrights</u>. Assignor hereby sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to 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

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of this Assignment, and the right to initiate other proceedings before all Government Authorities with respect to such Assigned Copyrights.

5. Recordation and Authorization.

- a. Seller hereby authorizes and requests that the Commissioner for Trademarks and the Register of Copyrights record this Assignment. Seller shall take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Buyer may reasonably request to record and perfect Buyer's interest in and to the Assigned Trademarks, Assigned Domain Names, and Assigned Copyrights.
- b. Seller hereby acknowledges that each Internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Buyer ownership of and administrative contact for all of the Assigned Domain Names.
- c. Without limiting Section 5(b), at Buyer's request, Seller will cooperate with Buyer to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment of the Assigned Domain Names 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; (iii) take reasonable actions and execute and deliver documents that Buyer may request to effect the terms of this Assignment and to assist Buyer in changing the technical and administrative contact information for the Assigned Domain Names with the Registering Authorities to such information of Buyer's choice; and (iv) take any further actions required by the Registering Authority's policies and rules to transfer the Assigned Domain Names to Buyer.
- 6. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed entirely within such State, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
- Jurisdiction. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF, RELATING TO OR BASED UPON THIS ASSIGNMENT MAY ONLY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF NEW YORK IN EACH CASE LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT. ACTION OR PROCEEDING; PROVIDED, THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT. ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES **IRREVOCABLY** AND

UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

- 8. Waiver of Jury Trial. THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSIGNMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT. EACH PARTY TO THIS ASSIGNMENT CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (b) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (d) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
- 9. <u>Counterparts</u>. This Assignment 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. A signed copy of this 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 Assignment.
- 10. <u>Purchase Agreement</u>. Notwithstanding anything in this Assignment to the contrary, the sale, conveyance, transfer, and assignment effectuated by this Assignment is subject in all respects to the terms of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims, or remedies of Seller or Buyer, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

[remainder of page intentionally left blank]

Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives.

SELLER:	BUYER:
E H PUBLISHING, INC.	EMERALD EXPOSITIONS, LLC
By Unorthy	By
Name: Kenneth D. Moyes	Name: David Gosling
Title: President	Title: SVP, General Counsel and Secretary

[Signature Page to Intellectual Property Assignment]

Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives.

SELLER:	BUYER:
E H PUBLISHING, INC.	EMERALD EXPOSITIONS, LLC
Ву	By Down Ros
Name: Kenneth D. Moyes	Name: David Gosling
Title: President	Title: SVP, General Counsel and Secretary

[Signature Page to Intellectual Property Assignment]

SCHEDULE A ASSIGNED TRADEMARKS

<u>Mark</u>	<u>Status</u>	<u>Owner</u>	App. Date; App. No.	Reg. Date; Reg. No.
COMMERCIAL INTEGRATOR	Registered	EH PUBLISHING, INC.	App 14-MAR-2011 App 76706763	Reg 21-AUG-2012 Reg 4196061
SECURITY SALES	Registered	EH PUBLISHING, INC.	App 29-MAR-1990 App 74043853	Reg 09-JUN-1992 Reg 1691430
CEPRO CEPRO	Registered	E. H. PUBLISHING, INC.	App 20-DEC-2005 App 76652218	Reg 08-MAY-2007 Reg 3238641
TOTAL TECH SUMMIT	Registered	E. H. PUBLISHING, INC.	App 22-JAN-2018 App 87764532	Reg 5494368 Reg 12-JUN-2018
CAMPUS SAFETY	Registered	EH PUBLISHING, INC.	App 11-MAY-2015 App 86625119	Reg 4981016 Reg 21-JUN-2016

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TRADEMARK

REEL: 006424 FRAME: 0473

SCHEDULE B ASSIGNED DOMAIN NAMES

campussafetyadviser.info campussafetyadviser.net campussafetyadviser.org campussafetyadvisor.com campussafetyadvisor.info campussafetyadvisor.net campussafetyadvisor.org campussafetyevents.com campussafetyevents.us campussafetyforum.com campussafetyhq.co campussafetyhq.info campussafetyhq.net campussafetyhq.org campussafetymag.com campussafetyparents.com campussafetysummit.com campustd.com campustechdecision.com campustechdecisions.com cedataonline.com cediadaily.com cedianews2010.com cedianews2011.com ceideas.com celead.com ce-pro.com cepro.com commercialintegrator.com mytechdecisions.com campussafetymagazine.com securitysales.com campussafetyconference.com campussafetyhq.com integratorjobs.com campussafetyadviser.com cepro.tv cepro100.com ceproeurope.com ceproexchange.com ceproinstallers.com ceprolive.com ceproshop.com

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SCHEDULE C ASSIGNED COPYRIGHTS

CCEPRO Retailing. [Published: 2007-09-15. Issue: vol.3, no.3, September 2007	TX0007103559	2007
CEPro RETAILING. [Published: 2007-03-15. Issue: vol.3, no.1, March 2007	TX0007105534	2007
CEPro RETAILING. [Published: 2007-05-15. Issue: vol.3, no.2, May 2007	TX0007105874	2007
CEPro RETAILING. [Published: 2007-12-15. Issue: vol.3, no.4, December 2007	TX0007105572	2007
CE pro.	CSN0128211	2007
CE pro.	CSN0128211	2006
CE pro.	CSN0128211	2005
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HA pro.	CSN0117041	1999
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HA pro.	CSN0117041	1997
HA pro.	CSN0117041	1996
Home Automation.	CSN0138157	2005
Home Automation.	CSN0138157	2004
Home Automation.	CSN0138157	2003
Home Automation.	CSN0138157	2002
Home Automation.	CSN0138157	2001
Home automation/TechLiving.	CSN0148849	2005
Home automation/TechLiving.	CSN0148849	2004
Home electronics resource guide: the buying and research guide for builders, architects,	CSN0122858	1998
homeowners, dealers, installers and consultants.		
Home electronics resource guide: the buying and research guide for builders, architects,	CSN0122858	1997
homeowners, dealers, installers and consultants.		
Popular home automation : hands-on solutions for better living.	CSN0119710	2002
Popular home automation : hands-on solutions for better living.	CSN0119710	2001
Popular home automation : hands-on solutions for better living.	CSN0119710	2000
Popular home automation : hands-on solutions for better living.	CSN0119710	1999
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