

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AC Business Media Inc.		08/22/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ACBM, LLC		
Street Address:	201 N. Main Street		
City:	Fort Atkinson		
State/Country:	WISCONSIN		
Postal Code:	53538		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2198325	THE ASPHALT CONTRACTOR	
Registration Number:	2282281	CONSTRUCTION DISTRIBUTION	
Registration Number:	3257346	CONCRETE CONTRACTOR	
Registration Number:	4074213	OEM OFF-HIGHWAY	
Registration Number:	4149639	EQUIPMENT TODAY	
Registration Number:	4156066	FORCONSTRUCTIONPROS.COM	
Registration Number:	4239523	POLISHING CONTRACTOR	
Registration Number:	4239544	SUSTAINABLE CONSTRUCTION	
Registration Number:	4711180	RENTAL PRODUCT NEWS INSIGHT	
Registration Number:	5431453	SUPPLY & DEMAND CHAIN EXECUTIVE	
Serial Number:	87451010	PAVEMENT MAINTENANCE & RECONSTRUCTION	
Serial Number:	87451013	FOOD LOGISTICS	
Registration Number:	3576152	WALKER TALK	
Registration Number:	4468084	GREEN INDUSTRY PROS	
Registration Number:	3598170	SNOW PRO	
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>			

OP \$390.00 2198325

TRADEMARK

Phone: 802-863-2375
Email: tmip@drm.com
Correspondent Name: Cathleen E. Stadecker
Address Line 1: Downs Rachlin Martin PLLC
Address Line 2: 199 Main Street, PO Box 190
Address Line 4: Burlington, VERMONT 05402-0190

ATTORNEY DOCKET NUMBER:	17285-001USG1
NAME OF SUBMITTER:	Cathleen E. Stadecker
SIGNATURE:	/cathleen e stadecker/
DATE SIGNED:	10/10/2018

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is made and entered into as of August 22, 2018, by and between ACBM, LLC, a Delaware limited liability company ("Buyer" or "Assignee"), and AC Business Media Inc., a Delaware corporation ("Seller" or "Assignor"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

RECITALS

A. Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of August 22., 2018, by and between Buyer and Seller, Buyer is acquiring certain assets, including certain intellectual property, of Seller.

B. In connection with the closing of the Purchase Agreement, Seller desires to assign to Buyer all of Seller's right, title and interest in, to or under any and all of the Intellectual Property included within the Purchased Assets, whether registered or unregistered, including, but not limited to, all of the Intellectual Property listed in Schedule A attached hereto (collectively, the "Intellectual Property Assets"), and Purchaser desires to obtain all of Seller's right, title and interest in, to or under any and all Intellectual Property Assets under the terms of the Purchase Agreement and as provided herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee all of Assignor's worldwide right, title and interest, including all applications, registrations and common law rights in, to and under all of the Intellectual Property Assets, together with any goodwill of the business symbolized by any marks or names thereof including the relevant portion of Assignor's business to which the marks and names pertain, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Intellectual Property Assets, and to assume all control of all current and file any and all subsequent applications based on the Intellectual Property Assets together with the right of priority under the General Inter-American Convention for Trade Mark and Commercial Protection, and any other international agreements to which the United States of America adheres, and to sue and recover for any past infringement, misappropriation or other violation of the Intellectual Property Assets, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Authorization. Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to transfer ownership of all pending trademark applications and all existing trademark registrations listed in Exhibit A to Assignee.

3. Acceptance of Assignment. Assignee hereby accepts such sale, assignment and transfer of the Intellectual Property Assets.

4. Further Assurances. Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions, at Assignee's sole cost and expense, in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office, domain name registrars, or the equivalent entities in any and all applicable foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would result in the application of the laws of any other jurisdiction.

6. Conflict with the Purchase Agreement. The sale, assignment and transfer of the Intellectual Property Assets made hereunder are made in accordance with and subject to the Purchase Agreement (including, without limitation, the representations, warranties, covenants, agreements and indemnities contained therein), which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, Assignee has executed this assignment by its officers and representatives thereunto duly authorized.

AC BUSINESS MEDIA INC.

By: 

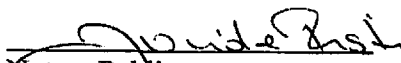
Name: Carl Wistreich

Title: President

Date: Aug 17, 2018

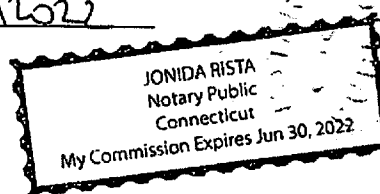
STATE OF CONNECTICUT
) SS.
COUNTY OF FARFIELD

Subscribed and sworn to before me this 17 day of Aug, 2018.


Notary Public

My Commission Expires:

06/30/2022



[Signature Page to IP Assignment]

TRADEMARK
REEL: 006453 FRAME: 0705

IN WITNESS WHEREOF, Assignor has executed this assignment by its officers and representatives thereunto duly authorized.

ACBM, LLC

By: [Signature]

Name: Derek A. McDowell

Title: Vice President

Date: 8/17/18

STATE OF Florida)
) SS.
COUNTY OF Miami-Dade

Subscribed and sworn to before me this 17th day of August, 2018.



Priscilla Ramirez
Commission # GG023031
Expires: August 21, 2020
Bonded thru Aaron Notary

[Signature]
Notary Public

My Commission Expires:

08/21/2020

[Signature Page to IP Assignment]

Schedule A

Intellectual Property Assets

Seller's Corporate Name

AC Business Media Inc.

Registered Trademarks

TRADEMARK	JURISDICTION	FILING DATE	SERIAL NUMBER	REGISTRATION NUMBER
THE ASPHALT CONTRACTOR	United States	September 26, 1997	75/363947	2198325
CONSTRUCTION DISTRIBUTION	United States	May 1, 1998	75/477593	2282281
CONCRETE CONTRACTOR	United States	May 30, 2006	78/896069	3257346
OEM OFF-HIGHWAY	United States	May 18, 2011	85/324109	4074213
EQUIPMENT TODAY	United States	September 28, 2011	85/434501	4149639
FORCONSTRUCTION PROS.COM	United States	January 5, 2012	85/509251	4156066
POLISHING CONTRACTOR	United States	May 23, 2012	85/632825	4239523
SUSTAINABLE CONSTRUCTION	United States	July 27, 2012	85/688672	4239544
	United States	July 7, 2014	86/329553	4711180
SUPPLY & DEMAND CHAIN EXECUTIVE	United States	May 16, 2017	87/451005	5431453

TRADEMARK	JURISDICTION	FILING DATE	SERIAL NUMBER	REGISTRATION NUMBER
PAVEMENT MAINTENANCE & RECONSTRUCTION	United States	May 16, 2017	87/451010	Application Pending
FOOD LOGISTICS	United States	May 16, 2017	87/451013	Application Pending
WALKER TALK	United States	August 21, 2008	77/552919	3576152
GREEN INDUSTRY PROS	United States	July 5, 2013	86/002956	4468084
SNOW PRO	United States	August 21, 2008	77/552897	3598170