

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ST Media Group International, Inc		10/15/2018	Corporation: OHIO
Hospitality Media Group, LLC		10/15/2018	Limited Liability Company: OHIO
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: 7			
Property Type	Number	Word Mark	
Registration Number:	5316259	BDNY	
Registration Number:	3553291	BOUTIQUE DESIGN	
Registration Number:	5317210	DRINKS BY DESIGN	
Serial Number:	87924094	SMART-SPECS INTERIORS	
Registration Number:	5096622	HX THE HOTEL EXPERIENCE	
Registration Number:	2809878	INTERNATIONAL HOTEL/MOTEL & RESTAURANT S	
Registration Number:	2686421	IH/M & RS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128598563		
Email:	teas@friedfrank.com		
Correspondent Name:	Daniel E. Stern		
Address Line 1:	1 New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	34224-40		

CH \$190.00 5316259

NAME OF SUBMITTER:	Daniel Stern
SIGNATURE:	/Daniel Stern/
DATE SIGNED:	10/18/2018
Total Attachments: 5 source=Project Topaz - IP Assignment (Executed)#page1.tif source=Project Topaz - IP Assignment (Executed)#page2.tif source=Project Topaz - IP Assignment (Executed)#page3.tif source=Project Topaz - IP Assignment (Executed)#page4.tif source=Project Topaz - IP Assignment (Executed)#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment”), dated as of October 15, 2018 (the “Effective Date”), is entered into by ST Media Group International, Inc., an Ohio corporation (“ST Media”), Hospitality Media Group, LLC, an Ohio limited liability company (“HMG”) (each of ST Media and HMG is a “Seller,” and collectively are “Sellers”) and Emerald Expositions, LLC, a Delaware limited liability company (“Buyer”).

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 “Purchase Agreement”), Sellers have agreed to sell, assign, transfer, convey and deliver to Buyer the Assets (as such term is defined therein) (the “Acquisition”); and

WHEREAS, in connection with the Acquisition, Sellers have agreed to assign to Buyer, and Buyer has agreed to acquire from Sellers, all of Sellers’ right, title, and interest in and to those certain trademark registrations and applications identified on Schedule A attached hereto (“Assigned Trademarks”); those certain internet domain name registrations identified on Schedule B attached hereto (“Assigned Domain Names”); and those certain copyright registrations identified on Schedule C attached hereto (“Assigned Copyrights”).

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 Sellers hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Each Seller (as identified in Schedule A) hereby sells, conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of such 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 Entities with respect to the Assigned Trademarks. The parties acknowledge and agree that with respect to the intent-to-use trademark application included in the Assigned Trademarks, the transfer of such application accompanies a transfer of the business to which such Assigned Trademark pertains.

3. Conveyance and Acceptance of Assigned Domain Names. ST Media hereby sells, conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of ST Media’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 Entities and Registering Authorities with respect to such Assigned Domain Names.

4. Conveyance and Acceptance of Assigned Copyrights. ST Media hereby sells, conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of ST Media'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 of this Assignment, and the right to initiate other proceedings before all Government Entities with respect to such Assigned Copyrights.

5. Recordation and Authorization.

- a. Sellers hereby authorize and request that the Commissioner for Trademarks and the Register of Copyrights record this Assignment. Each 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. ST Media hereby acknowledges and agree 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(a), at Buyer's request, Sellers 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. Governing Law. Any disputes arising out of or in any way relating to 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.

7. Jurisdiction; Court Proceedings; Waiver of Jury Trial. Any Proceeding against any Party arising out of or in any way relating to this Assignment shall be brought in any federal or state court located in the County of New York, State of New York and each of the parties hereby submits to the exclusive jurisdiction of such courts for the purpose of any such Proceeding; provided, that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party irrevocably and unconditionally agrees not to assert (a) any objection which it may ever have to the laying of venue of any such Proceeding in any federal or state court located

in the County of New York, State of New York, (b) any claim that any such Proceeding brought in any such court has been brought in an inconvenient forum and (c) any claim that such court does not have jurisdiction with respect to such Proceeding. To the extent that service of process by mail is permitted by applicable Law, each Party irrevocably consents to the service of process in any such Proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for in the Purchase Agreement. Nothing in this Section 7 shall affect the right of any Party to serve legal process in any other manner permitted by Law. **Each Party irrevocably and unconditionally waives any right to a trial by jury in any Proceeding (i) arising out of or in any way relating to this Assignment or the transactions contemplated hereby or (ii) in any way connected with or related or incidental to the dealings of the parties in respect of this Assignment and agrees that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the parties irrevocably to waive its right to trial by jury in any such Proceeding.**

8. Counterparts. This Assignment may be executed in any number of duplicate counterparts (including by means of .pdf format), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

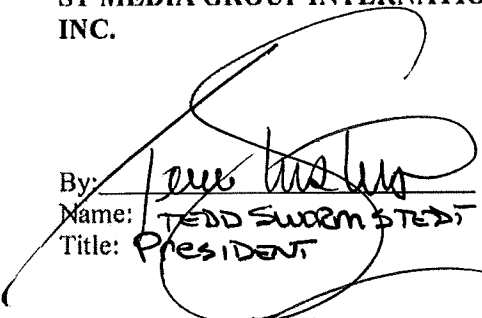
9. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, conveyance, transfer, and assignment effectuated by this Assignment is subject in all respects to the terms of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims, or remedies of Sellers 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]

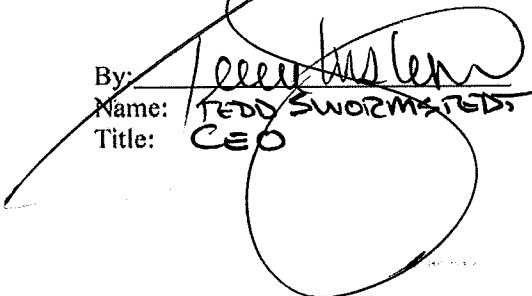
Buyer and Sellers have caused this Assignment to be executed by their duly authorized representatives.

SELLERS:

**ST MEDIA GROUP INTERNATIONAL,
INC.**

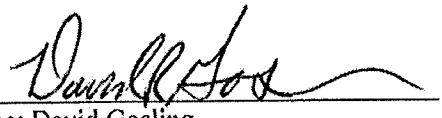
By: 
Name: ~~TED SWORMSTED~~
Title: ~~PRESIDENT~~

HOSPITALITY MEDIA GROUP, LLC

By: 
Name: ~~TED SWORMSTED~~
Title: ~~CEO~~

BUYER:

EMERALD EXPOSITIONS, LLC

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

[Signature Page to Intellectual Property Assignment]

**SCHEDULE A
ASSIGNED TRADEMARKS**

<u>Mark</u>	<u>Status</u>	<u>Seller</u>	<u>App/Reg. No.;</u> <u>App/Reg. Date</u>
BDNY	Registered	ST Media Group International, Inc.	Reg. No. 5,316,259 October 24, 2017
BOUTIQUE DESIGN	Registered	ST Media Group International, Inc.	Reg. No. 3,553,291 December 30, 2008
DRINKS BY DESIGN	Registered	ST Media Group International, Inc.	Reg. No. 5,317,210 October 24, 2017
SMART-SPECS INTERIORS	ITU Application	ST Media Group International, Inc.	App. No. 87/924,094 May 16, 2018
HX THE HOTEL EXPERIENCE	Registered	Hospitality Media Group, LLC	Reg. No. 5,096,622 December 6, 2016
INTERNATIONAL HOTEL/MOTEL & RESTAURANT SHOW	Registered	Hospitality Media Group, LLC	Reg. No. 2,809,878 February 3, 2004
IH/M & RS	Registered	Hospitality Media Group, LLC	Reg. No. 2,686,421 February 11, 2003