

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bobit Business Media Inc.		11/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BBMH Acquisition Company		
Street Address:	3520 Challenger Street		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90503		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	0737933	AUTOMOTIVE FLEET	
Registration Number:	0802742	SCHOOL BUS FLEET	
Registration Number:	0874487	HEAVY DUTY TRUCKING	
Registration Number:	1129246	HDT	
Registration Number:	1249807	MODERN SALON	
Registration Number:	1305010	SALON TODAY	
Registration Number:	1381380	METRO	
Registration Number:	1463440	MODERN TIRE DEALER	
Registration Number:	1579650	MOBILE ELECTRONICS	
Registration Number:	1629102	NAILS	
Registration Number:	1855695	COMMERCIAL TIRE DEALER	
Registration Number:	1902711	FLEET FINANCIALS	
Registration Number:	1981084	AUTO RENTAL NEWS	
Registration Number:	2364257	SALONS OF THE YEAR	
Registration Number:	2549165	MEMO	
Registration Number:	2726095	FLEET EXPO	
Registration Number:	3178479	FIRSTCHAIR	
Registration Number:	3292834	MODERN SALON MEDIA	
Registration Number:	3318268	MODERN SALON	

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Property Type	Number	Word Mark
Registration Number:	3424919	BEAUTY SCHOOL ADVISOR
Registration Number:	3498884	HOTLINE
Registration Number:	3706448	CHOOSE BEAUTY
Registration Number:	3707183	GREEN FLEET CONFERENCE
Registration Number:	4224377	SALON TODAY
Registration Number:	4360156	VIET SALON
Registration Number:	4460339	AUTO SERVICE PROFESSIONAL
Registration Number:	4603507	FLEET SAFETY CONFERENCE
Registration Number:	4644062	GOVERNMENT FLEET EXPO & CONFERENCE
Registration Number:	4644064	BUSCON
Registration Number:	4658685	INTERNATIONAL LCT SHOW
Registration Number:	4910533	SCHOOL BUS EXCHANGE
Registration Number:	4979876	SBX
Registration Number:	5097523	WORK TRUCK EXCHANGE
Registration Number:	5182746	LCTCONNECT
Registration Number:	5337318	HAIR+
Registration Number:	5337319	HAIR+ SUMMIT
Registration Number:	5431973	AGENT SUMMIT
Registration Number:	2218433	NEWPORT POSTER NETWORK
Serial Number:	87573209	FLEET FORWARD
Serial Number:	87937208	LUXURY COACH & TRANSPORTATION

CORRESPONDENCE DATA

Fax Number: 3129847700

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: 312-372-2000

Email: ktabor@mwe.com, cvicino@mwe.com

Correspondent Name: Carolyn M. Vicino

Address Line 1: McDermott Will & Emery LLP

Address Line 2: 444 West Lake Street, Suite 4000

Address Line 4: Chicago, ILLINOIS 60606-0029

NAME OF SUBMITTER: Carolyn M. Vicino

SIGNATURE: /Carolyn M. Vicino/

DATE SIGNED: 11/19/2018

Total Attachments: 9

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of November 15, 2018 and is between **Bobit Business Media Inc.**, a Delaware corporation (the "Assignor") and **BBMH Acquisition Company**, a Delaware corporation (the "Assignee").

RECITALS

A. The Assignor is the owner of the trademarks owned or purported to be owned by Assignor and included within the Acquired Assets (as defined in the Purchase Agreement), including the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Purchase Agreement dated as of [the date hereof] by and among the Assignor, the Assignee and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world where Assignor has rights in the Mark, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be reasonably necessary or reasonably requested by the Assignee to vest full title in and to all Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce all Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers; provided, that Assignee shall not execute any such further papers unless Assignor has failed to do so within 10 business days of Assignee's delivery to Assignor of a written request therefor.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (PDF) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic 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 cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

Bobit Business Media Inc.

BBMH Acquisition Company

By: 
Name: Ty F. Bobit
Its: President and Chief Executive Officer

By: _____
Name: Aron Grossman
Its: Assistant Treasurer

Address for Notices:
c/o Ty F. Bobit
3520 Challenger Street
Torrance, CA 90503
Email: Ty.Bobit@bobit.com

Address for Notices:
c/o Gemspring Capital Management,
LLC 54 Wilton Road
Westport, CT 06880
Email: aron@gemspring.com

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

Bobit Business Media Inc.

BBMH Acquisition Company

By: _____
Name: _____
Its: _____

Aron Grossman
By: _____
Name: Aron Grossman
Its: Assistant Treasurer

Address for Notices:
c/o Ty F. Bobit
3520 Challenger Street
Torrance, CA 90503
Email:

Address for Notices:
c/o Gemspring Capital Management,
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Email: aron@gemspring.com

SCHEDULE A

US TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS/SERVICES
AUTOMOTIVE FLEET	737,933	September 18, 1962	Class 16: Monthly trade magazine
SCHOOL BUS FLEET	802,742	January 25, 1966	Class 16: Quarter-annual magazine
HEAVY DUTY TRUCKING	874,487 Supplemental Register	April 5, 1969	Class 16: Trade journal
HDT	1,129,246	January 15, 1980	Class 16: Trade magazine dealing with heavy duty trucking
MODERN SALON	1,249,807	August 30, 1983	Class 16: Monthly Magazine
SALON TODAY	1,305,010	November 13, 1984	Class 16: Magazine Devoted to the Subject of Hair Salon Management and Marketing
METRO	1,381,380	February 4, 1986	Class 16: Periodic trade magazine concerning mass transit
MODERN TIRE DEALER	1,463,440	November 3, 1987	Class 16: Magazines
MOBILE ELECTRONICS	1,579,650 Supplemental Register	January 23, 1990	Class 16: Magazine
NAILS	1,629,102	December 25, 1990	Class 16: Magazine
COMMERCIAL TIRE DEALER	1,855,695	September 27, 1994	Class 16: Magazines, magazine inserts, and magazine supplements in the field of truck, bus, and large equipment tire sales
FLEET FINANCIALS	1,902,711	July 4, 1995	Class 16: Magazines dealing with financial aspect of fleet ownership of vehicles
AUTO RENTAL NEWS	1,981,084	June 18, 1996	Class 16: Magazines featuring information of interest to the car and truck rental industry
SALONS OF THE YEAR	2,364,257	July 4, 2000	Class 41: Promoting excellence in the beauty and hairdressing salon industry through the presentation of an annual award
MEMO	2,549,165	March 19, 2002	Class 16: Trade publication, namely, a magazine section featuring information regarding the hair salon industry

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS/SERVICES
FLEET EXPO	2,726,095 Supplemental Register	June 10, 2003	Class 35: Organizing and conducting tradeshows in the field of business vehicles, namely, automobiles, trucks, sport utility vehicles (SUVs), and vans; and organizing and conducting tradeshows in the field of vehicle related services, namely, vehicle financing, vehicle leasing, vehicle maintenance, vehicle operation, vehicle purchasing, and remarketing of used vehicles
FIRSTCHAIR	3,178,479	November 28, 2006	Class 16: Trade publications in the nature of print magazines in the field of cosmetology Class 44: Computer services, namely, providing online information in the field of cosmetology
MODERN SALON MEDIA	3,292,834	September 18, 2007	Class 41: Publication of magazines dealing with a wide variety of topics of interest to salon professionals
MODERN SALON	3,318,268	October 23, 2007	Class 44: Providing online information in the field of cosmetology
BEAUTY SCHOOL ADVISOR	3,424,919 Supplemental Register	May 6, 2008	Class 41: Providing online information about educational programs in the field of beauty; career counseling, namely, career development advice for beauty professionals
HOTLINE	3,498,884	September 9, 2008	Class 16: Periodic newsletters pertaining to heavy duty trucks directed to the heavy duty trucking industry
CHOOSE BEAUTY	3,706,448	November 3, 2009	Class 16: Department within a magazine relating to beauty Class 44: Providing online information in the field of beauty
GREEN FLEET CONFERENCE	3,707,183 Supplemental Register	November 3, 2009	Class 35: Arranging and conducting business conferences

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS/SERVICES
SALON TODAY	4,224,377	October 16, 2012	Class 41: Providing non-downloadable electronic newsletters delivered by e-mail in the beauty salon industry; providing non-downloadable on-line magazines in the beauty salon industry; publication of electronic newsletters, electronic magazines, print magazines and other printed matter; providing a website featuring news, information, videos, podcasts, blogs and non-downloadable publications in the nature of magazines, articles and brochures in the beauty salon industry; arranging and conducting educational conferences
VIET SALON	4,360,156	July 2, 2013	Class 16: Periodic publication, namely, magazines in the field of beauty salons
AUTO SERVICE PROFESSIONAL	4,460,339 Supplemental Register	December 31, 2013	Class 16: Magazines in the field of auto repair
FLEET SAFETY CONFERENCE	4,603,507 Supplemental Register	September 9, 2014	Class 35: Organizing and conducting trade shows in the field of vehicle fleet management
GOVERNMENT FLEET EXPO & CONFERENCE	4,644,062	November 25, 2014	Class 35: Organizing and conducting trade shows in the field of vehicles
BUSCON	4,644,064	November 25, 2014	Class 35: Organizing and conducting trade shows in the field of buses
INTERNATIONAL LCT SHOW	4,658,685	December 23, 2014	Class 35: Organizing and conducting trade shows in the field of chauffeured transportation
SCHOOL BUS EXCHANGE	4,910,533 Supplemental Register	March 1, 2016	Class 35: Organizing and conducting an event in the nature of a business conference directed to a select group of prequalified buyers for the purpose of providing in-depth presentations regarding various products and services
SBX	4,979,876	June 14, 2016	Class 35: Organizing and conducting an event in the nature of a business conference directed to a select group of prequalified buyers for the purpose of providing in-depth presentations regarding various products and services

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS/SERVICES
WORK TRUCK EXCHANGE	5,097,523 Supplemental Register	December 6, 2016	Class 35: Organizing and conducting trade shows in the field of automobiles
LCTconnect	5,182,746	April 11, 2017	Class 39: Providing a website featuring information in the field of transportation
HAIR +	5,337,318 Supplemental Register	November 14, 2017	Class 9: Downloadable electronic publications in the nature of magazines in the field of trichology, hair loss and hair enhancement Class 16: Printed periodicals in the field of trichology, hair loss and hair enhancement
HAIR + SUMMIT	5,337,319 Supplemental Register	November 14, 2017	Class 35: Arranging and conducting trade shows in the field of trichology, hair loss and hair enhancement Class 41: Arranging and conducting educational conferences
AGENT SUMMIT	5,431,973	March 27, 2018	Class 41: Organizing and conducting an educational conference for professional agents to assist them in improving and developing relationships with automotive dealers
NEWPORT POSTER NETWORK	2,218,433	January 19, 1999	Class 35: Dissemination of advertising matter to the trucking industry

U.S. PENDING TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NUMBER	FILING DATE	GOODS/SERVICES
FLEET FORWARD	87/573,209	August 17, 2017	Class 35: Organizing and conducting trade shows in the field of transportation Class 41: Organizing and conducting educational conferences
LUXURY COACH & TRANSPORTATION	87/937,208	May 25, 2018	Class 16: Printed publications and online digital publications

FOREIGN TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS/ SERVICES
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]