

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502504

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|---|--|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| National Restaurant Association | | 11/15/2018 | Corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Winsight, LLC | | |
| Street Address: | 300 South Riverside Plaza, Suite 1600 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3514433 | INTERNATIONAL WINE, SPIRITS & BEER EVENT | |
| Registration Number: | 3918097 | STAR OF THE BAR | |
| Registration Number: | 2966011 | NATIONAL RESTAURANT ASSOCIATION RESTAURA | |
| Registration Number: | 3007061 | NRA SHOW | |
| Registration Number: | 4473864 | NATIONAL RESTAURANT ASSOCIATION RESTAURA | |
| Registration Number: | 4568430 | KI KITCHEN INNOVATIONS AWARDS | |
| Registration Number: | 4572473 | FABI FOOD & BEVERAGE INNOVATIONS AWARDS | |
| Registration Number: | 5100875 | THIS IS MY SHOW | |
| Registration Number: | 4414874 | KITCHEN INNOVATIONS | |
| Registration Number: | 4560112 | STAR OF THE BAR | |
| Registration Number: | 4729833 | INTERNATIONAL WINE, SPIRITS & BEER EVENT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7044441111 | | |
| <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: | 704-444-1124 | | |
| Email: | elaine.hunt@alston.com | | |
| Correspondent Name: | Michele M. Glessner | | |
| Address Line 1: | Alston & Bird LLP | | |

CH \$290.00 3514433

Address Line 2: 101 S. Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine. B. Hunt/

DATE SIGNED: 12/18/2018

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”), effective as of November 15, 2018, by and between NATIONAL RESTAURANT ASSOCIATION, an Illinois not-for-profit corporation having an address at 2055 L Street NW, Suite 700 Washington, DC 20036 (“**Assignor**”) and WINSIGHT, LLC, a Delaware limited liability company having an address at 300 South Riverside Plaza, Suite 1600, Chicago, Illinois, 60606 (“**Assignee**”) (each of Assignor and Assignee a “**Party**” and collectively the “**Parties**”). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of September 28, 2018 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to assign and transfer to Assignee, and Assignee desires to acquire from Assignor, certain assets of Assignor, including the trademark registrations and application identified in **Schedule A** attached hereto (“**Assigned Trademarks**”); and

WHEREAS, Assignee wishes to confirm, memorialize and record the assignment of the Assigned Trademarks to Assignee as set forth in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Purchase Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. Assignor hereby irrevocably assigns, conveys, transfers, and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s worldwide rights, title, and interest in and to, including all common law, statutory, and other rights, free and clear of all Liens, other than Permitted Liens, to: (i) the Assigned Trademarks, and all registrations and applications therefor, together with (ii) all extensions and renewals of the foregoing; (iii) all rights to create and use new trademarks that incorporate the foregoing; (iv) all rights to request, apply for, file and register the foregoing; (v) all the goodwill of the business associated with the use of, appurtenant to, and symbolized by the foregoing; (vi) all claims and defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution, misappropriation, misuse, or other violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (vii) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case of (i) – (vii), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.

2. Assignor hereby authorizes and requests competent authorities, including, without limitation, the United States Patent and Trademark Office, any non-US governmental trademark office, and any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Trademark Assignment.

3. Assignor shall, and shall cause its Affiliates, and their respective officers, directors and employees to, promptly execute and deliver such documents, and take such actions as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents, execution of papers, and other assistance to the extent deemed necessary (a) for perfecting all right, title and interest herein conveyed; (b) for prosecuting any applications herein conveyed; and (c) for legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

4. This Trademark Assignment is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference, and Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein. Nothing contained in this Trademark Assignment shall be construed to supersede, limit, expand, enlarge or qualify any provision of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. If any provision of this Trademark Assignment, or the application of such provision to any person or circumstance, shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

5. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law principles of such state.

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

7. The persons signing below on behalf of Assignor and Assignee, respectively, have the requisite power and authority to execute and deliver this Trademark Assignment.


8. This Trademark Assignment may be executed in the original or in electronic format in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Terms not defined herein shall have the meaning ascribed in the Purchase Agreement.

[signature pages follow]

The undersigned Parties, by its authorized representative, has executed this Trademark Assignment as of the date first set forth above:

ASSIGNOR:

NATIONAL RESTAURANT ASSOCIATION

By: 
Name: Dawn Sweeney
Title: President & CEO

ASSIGNEE:

WINSIGHT, LLC

By: _____
Name: Michael M. Wood, Jr.
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

The undersigned parties hereto have caused this Trademark Assignment to be executed as of the date first set forth above:

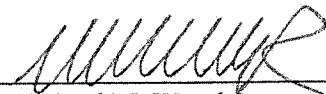
ASSIGNOR:

NATIONAL RESTAURANT ASSOCIATION

By: _____
Name: Dawn Sweeney
Title: President & CEO

ASSIGNEE:




WINSIGHT LLC

By:  _____
Name: Michael M. Wood Jr.
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]



SCHEDULE A

ASSIGNED TRADEMARKS

| ES Number | Country | Trademark | App. Number | Filing Date | Reg Number | Reg Date | Status | Class | Goods/Services descriptions | Owner | Next Renewal | Notes |
|------------|--------------------------|---|-------------|-------------|------------|------------|------------|------------------|--|---------------------------------|--------------|------------------------------------|
| 16528-0027 | United States of America | INTERNATIONAL WINE, SPIRITS & BEER EVENT | 77295795 | 10/31/2007 | 3514433 | 10/7/2008 | Registered | 35 Int., 41 Int. | Advertising and business services, namely, obtaining and arranging facilities, exhibitors, presenters and participants for trade shows in the field of beverage alcohol and suppliers of beverage alcohol that bring together, for the benefit of others, a variety of goods and services enabling participants to conveniently view and evaluate those goods and services. Entertainment services, namely, wine, spirits and beer beverage alcohol tastings. Educational demonstrations and education programs, namely, conducting programs in the field of beverage alcohol for vintners, distillers and brewers to meet one-on-one with beverage alcohol buyers in the restaurant and hospitality industry. | National Restaurant Association | 10/7/2018 | |
| 16528-0028 | United States of America | STAR OF THE BAR | 77957266 | 3/12/2010 | 3918097 | 2/8/2011 | Registered | 41 Int. | Entertainment services, namely, conducting contests | National Restaurant Association | 2/8/2021 | |
| 16528-0025 | United States of America | NATIONAL RESTAURANT ASSOCIATION RESTAURANT, HOTEL-MOTEL SHOW | 76579992 | 3/8/2004 | 2966011 | 7/12/2005 | Registered | 35 Int. | Bringing together, for the benefit of others, of a variety of goods and services enabling customers to conveniently view and evaluate those goods and services in the field of motel, hotel and restaurant industry | National Restaurant Association | 7/12/2025 | |
| 16528-0026 | United States of America | NRA SHOW | 76579993 | 3/8/2004 | 3007061 | 10/18/2005 | Registered | 35 Int. | Advertising and business services, namely, the bringing together, for the benefit of others, of a variety of goods and services enabling customers to conveniently view and evaluate those goods and services in the field of motel, hotel and restaurant industry | National Restaurant Association | 10/18/2025 | |
| 16528-0053 | United States of America |  NATIONAL RESTAURANT ASSOCIATION | 85837693 | 1/31/2013 | 4473864 | 1/28/2014 | Registered | 35 Int. | Bringing together, for the benefit of others, of a variety of goods and services enabling customers to conveniently view and evaluate those goods and services in the field of motel, hotel and restaurant industry | National Restaurant Association | 1/28/2024 | |
| 16528-0079 | United States of America |  KITCHEN INNOVATIONS AWARDS | 86172940 | 1/23/2014 | 4568430 | 7/15/2014 | Registered | 35 Int., 41 Int. | arranging and conducting trade-show exhibitions in the field of food service, restaurants, hotels and motels; providing recognition and incentives by the way of awards and contests to demonstrate excellence in the field of products and services for food service, restaurant, hotel and motel businesses | National Restaurant Association | 7/15/2024 | Amendment to be filed in 2019 for: |
| 16528-0080 | United States of America |  FABF FOOD & BEVERAGE AWARDS | 86175468 | 1/23/2014 | 4572473 | 7/22/2014 | Registered | 35 Int., 41 Int. | arranging and conducting trade-show exhibitions in the field of food service, restaurants, hotels and motels; providing recognition and incentives by the way of awards and contests to demonstrate excellence in the field of products and services for food service, restaurant, hotel and motel businesses | National Restaurant Association | 7/22/2024 | |
| 16528-0082 | United States of America | THIS IS MY SHOW | 86428395 | 10/20/2014 | 5100875 | 12/13/2016 | Registered | 35 Int., 41 Int. | arranging and conducting trade show exhibitions in the field of motel, hotel and restaurant industry, advertising and business services, namely, the bringing together, for the benefit of others, of a variety of goods and services enabling customers to conveniently view and evaluate those goods and services, all of the foregoing in the field of kitchen products and restaurant services; providing educational demonstrations and conducting educational programs in the field of beverage alcohol for vintners, distillers and brewers to meet one-on-one with beverage alcohol buyers in the restaurant and hospitality industry | National Restaurant Association | 12/13/2026 | |
| 16528-0073 | United States of America | KITCHEN INNOVATIONS | 85875539 | 3/13/2013 | 4414874 | 10/8/2013 | Registered | 35 Int. | arranging and conducting trade show exhibitions in the field of restaurant equipment and supplies; promoting and conducting trade shows in the field of restaurant equipment and supplies | National Restaurant Association | 10/8/2023 | |

SCHEDULE A

ASSIGNED TRADEMARKS

| | | | | | | | | | | | |
|------------|--------------------------|---|----------|------------|---------|----------|------------|------------------|--|---------------------------------|----------|
| 16528-0076 | United States of America |  | 86122212 | 11/18/2013 | 4560112 | 7/1/2014 | Registered | 41 Int. | Entertainment services, namely, conducting contests | National Restaurant Association | 7/1/2024 |
| 16528-0050 | United States of America |  | 85785228 | 11/21/2012 | 4729833 | 5/5/2015 | Registered | 35 Int., 41 Int. | Advertising, promotional, and business services, namely, organizing, arranging, and conducting trade shows in the field of beverage alcohol; Entertainment services, namely, wine, spirits and beer tastings; educational demonstrations in the field of beverage alcohol; conducting educational programs in the field of beverage alcohol that allow winners, distillers and brewers to provide one-on-one tastings for beverage alcohol buyers in the restaurant and hospitality industry | National Restaurant Association | 5/5/2025 |