

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBM IP Luxembourg Sarl		01/31/2019	Sociedad De Responsabilidad Limitada:
RECEIVING PARTY DATA			
Name:	MultiMedia Healthcare Communications LLC		
Street Address:	2 Clarke Drive		
City:	Cranbury		
State/Country:	NEW JERSEY		
Postal Code:	08512		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87827700	FETCH DVM360	
Serial Number:	87861168	PATIENT CARE	
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>			
Email:	shpulaski@shpulaskilaw.com		
Correspondent Name:	Shannon Pulaski		
Address Line 1:	1601 Perrineville Road #7337		
Address Line 4:	Cranbury, NEW JERSEY 08512		
NAME OF SUBMITTER:	Shannon Hennessy Pulaski		
SIGNATURE:	/Shannon Hennessy Pulaski/		
DATE SIGNED:	01/31/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

UBM IP Luxembourg Sarl to Advanstar Communications (U.K.) Limited

This TRADEMARK ASSIGNMENT (“**Assignment**”), is entered into this 31st day of January, 2019, by and between UBM IP Luxembourg Sarl, a Luxembourg société à responsabilité limitée, whose address is at 17 Boulevard Prince Henri, Luxembourg, LUXEMBOURG L-1724 (“**Assignor**”), and Advanstar Communications (U.K.) Limited, a private limited company organized under the laws of the United Kingdom, whose registered office is at 5 Howick Place, London, United Kingdom, SW1P 1WG (“**Assignee**”).

WHEREAS, Maypond Limited, a private company limited by shares organized under the laws of the Republic of Ireland (“**Maypond**”) and certain other Affiliates of Assignor and Assignee (such other Affiliates being defined collectively as “**Sellers**”) are parties to a certain Acquisition Agreement dated as of December 19, 2018 (as may be amended or otherwise modified from time to time, the “**Acquisition Agreement**”), pursuant to which, among other things, Sellers agreed to assign to MultiMedia Healthcare Communications LLC, a New Jersey limited liability company (“**Buyer**”) substantially all the assets of the Business, including the entire share capital of Assignee, such share capital currently being held by Maypond.

WHEREAS, the Acquisition Agreement contemplated that, prior to the Closing, Assignor would assign to Assignee all of Assignor's registered and unregistered right, title, and interest in and to the marks the subject of the Trademark Applications listed in Schedule A hereto (together, the “**Trademarks**”), including the ongoing and existing business relating to the Trademarks and the goodwill associated with use of the Trademarks. Capitalized terms used herein but not defined shall have the meanings set forth in the Acquisition Agreement. Assignor and Assignee are collectively referred to as the “**Parties**” and each individually as a “**Party**”.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and of other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademarks. Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks including, without limitation, all applications, registrations, issuances, divisionals, extensions, renewals, and all statutory, common law or international rights relating to the Trademarks, including the right to sue and recover damages for past infringement(s), together with the goodwill of the business related to the Trademarks. Without in any way expanding or detracting from the rights and obligations of the parties as set forth in the Acquisition Agreement or elsewhere in this document, Assignee accepts, assumes, undertakes and agrees to pay or cause to be paid all Liabilities arising out of or related to the Trademarks arising from and after the Closing Date. Any fees, costs, and expenses for the recording of this Assignment with the appropriate governmental entities, trademark offices, and/or registrars shall be borne by Assignee. For the avoidance of doubt, and irrespective of any recordal or non-recordal of this Assignment, Assignee is solely responsible for maintaining and renewing the Trademarks from and after the Closing Date, including but not limited to monitoring and satisfying any applicable deadlines.

2. Terms of the Acquisition Agreement. The terms of the Acquisition Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Acquisition Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Acquisition Agreement and the terms hereof, the terms of the Acquisition Agreement shall govern.

3. Further Assurances. Assignor agrees, upon Assignee's reasonable written request and instruction and with reasonable written notice, to do all such lawful acts and things without additional consideration and to perform all other lawful acts and/or execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by Assignee in order for Assignee to record and otherwise effectuate this Assignment and obtain any and all registrations or renewals for the Trademarks and to otherwise enforce its rights in the Trademarks pursuant to this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and be construed in accordance with the internal laws of the State of New York without giving effect to the principles of conflicts of laws thereof (whether of the State of New York or any other jurisdiction).

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. 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.

[Signature Page Follows]

Trade Mark Assignment

EXECUTED by the parties:

Signed for and on behalf of Advanstar Communications (U.K.) Limited, ASSIGNEE

Signature: N. M. Perkins

Name: Nicholas Perkins

Title: Authorised Signatory, Crosswall Nominees Limited, its Director

Signed for and on behalf of UBM IP Luxembourg SARL, ASSIGNOR

Signature:

Name: Paul de Haan

Title:

Trade Mark Assignment

EXECUTED by the parties:

Signed for and on behalf of Advanstar Communications (U.K.) Limited, ASSIGNEE

Signature:

Name: Nicholas Perkins

Title:

Signed for and on behalf of QBM IP Luxembourg SARL, ASSIGNOR

Signature: 

Name: Paul de Haan

Title: *Manager*

SCHEDULE A

Trademark Applications

	Country	Trademark	Record Owner	Serial No.
1.	US	FETCH DVM360	UBM IP Luxembourg Sarl	87827700
2.	US	PATIENT CARE	UBM IP Luxembourg Sarl	87861168