

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F+W Media, Inc.		11/08/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hoffman Media, LLC		
Street Address:	1900 International Park Drive		
Internal Address:	Suite 50		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35243		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4229169	MARTHA PULLEN	
Registration Number:	2492588	SEW BEAUTIFUL	
CORRESPONDENCE DATA			
Fax Number:	2054886267		
<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:	205-521-8267		
Email:	devans@bradley.com		
Correspondent Name:	Donita Evans		
Address Line 1:	1819 Fifth Avenue North		
Address Line 2:	Bradley Arant Boult Cummings LLP		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	203483301018		
NAME OF SUBMITTER:	Donita Evans		
SIGNATURE:	/donita evans/		
DATE SIGNED:	12/11/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into by and between F+W Media, Inc., a Delaware corporation (“Assignor”), and Hoffman Media, LLC, a Delaware limited liability company (“Assignee”), and is effective as of 11:59 p.m. on November 8, 2018.

In accordance with the Asset Purchase Agreement dated November 8, 2018 by and among Assignor, Assignee and F+W Trade Show & Events, LLC, a Delaware limited liability company (the “Asset Purchase Agreement”), Assignor agrees to transfer, convey, and assign the trademarks set forth on Exhibit A (together with all applications, registrations and goodwill thereof, collectively, the “Trademarks”) to Assignee. Capitalized terms used but not otherwise defined herein have the respective meanings assigned to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment and the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignment.

- a. Assignment of Trademarks. Assignor hereby transfers, conveys and assigns to Assignee all of Assignor’s rights, title, and interests in and to the Trademarks, along with the goodwill associated therewith, free and clear of all Liens.
- b. Cooperation in Transferring Trademarks. Assignor agrees to cooperate with Assignee and to follow Assignee’s reasonable instructions to effectuate the transfer of the registered Trademarks, and/or to correspond, as necessary, to authorize the transfer of the registered Trademarks with the United States Patent and Trademark Office.

2. Miscellaneous.


- a. Successors and Assigns. This Assignment is binding on and shall inure to the benefit of the respective successors and/or assigns of Assignor and Assignee.
- b. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.
- c. Governing Law. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware without giving effect to conflict of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment as of the date and time first above written.

Assignee:

Hoffman Media, LLC

By: 
Name: Eric Hoffman
Title: President & COO

Assignor:

F+W Media, Inc.

By: _____
Name: Greg Osberg
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment as of the date and time first above written.

Assignee:

Hoffman Media, LLC

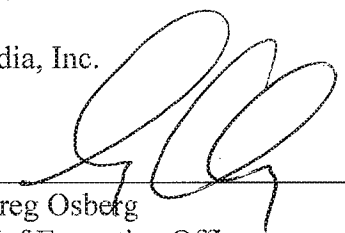
By: _____

Name:

Title:

Assignor:

F+W Media, Inc.

By: _____ 

Name: Greg Osberg

Title: Chief Executive Officer


[Signature Page to Trademark Assignment]

Exhibit A

Trademarks

<u>Registered Trademarks</u>	<u>U.S. Reg. No.</u>	<u>Class</u>	<u>Description of Goods/Services</u>
MARTHA PULLEN	4,229,169	35	Business management services
		41	Training services, namely, training in the use of sewing machines, sewing machine feet and sergers and training in the use of computer programs in the field of sewing
SEW BEAUTIFUL	2,492,588	16	Magazine that concerns sewing and features articles, pictures and advertisements

Trade Names/Common Law Marks

Martha Pullen Teacher Licensing Retreats
Martha Pullen Company (words)
Martha Pullen Company (logo) 
Craft E-Pad
Fancywork
Martha's Sewing Room
Martha's Sewing Market
Martha Pullen's Sew Beautiful Class Club
Sew Beautiful Baby
Sew Beautiful Class Club
Sew Beautiful Marketplace
Original Sewing & Quilt Expo
Sew Beautiful Smockables
Stitch Craft Create