

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511017

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Koncept Events, LLC		02/19/2019	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PRA Events, Inc.		
<b>Street Address:</b>	1 North LaSalle Street		
<b>Internal Address:</b>	Suite 1800		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5213274	KONCEPT EVENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Email:</b>	nalbano@paulweiss.com, cadinolfi@paulweiss.com, lfranco@paulweiss.com		
<b>Correspondent Name:</b>	Nicole A. Albano		
<b>Address Line 1:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>NAME OF SUBMITTER:</b>	Nicole A. Albano		
<b>SIGNATURE:</b>	/Nicole A. Albano/		
<b>DATE SIGNED:</b>	02/21/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of February 19, 2019, is made by and between Koncept Events, LLC, a Florida limited liability company (the "Assignor") and PRA Events, Inc., a Delaware corporation (the "Assignee").

### WITNESSETH:

WHEREAS, the Assignor, the Assignee, and the Seller Equityholders (as defined therein) entered into that certain Asset Purchase Agreement, dated as of February 19, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor hereby agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under all of the Assignor's trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith, and all applications, registrations and renewals in connection therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Assignment. The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 2. Ownership; No Challenge. The Assignor hereby acknowledges and agrees that, from and after the date hereof, the Assignee shall be the exclusive owner of the Trademarks. The Assignor acknowledges that all rights accruing from the Assignor's use of any Trademarks prior to its assignment to the Assignee pursuant to Section 1 hereof, and any goodwill resulting from such uses, shall inure to the benefit of the Assignee and that the Assignee is the owner of all enhancements in value attached or which may become attached to such Trademarks after the date hereof. Without limiting the foregoing, the Assignor shall not, directly or indirectly, use or register any Trademarks or similar intellectual property thereto or that would constitute an infringement of the Trademarks. The Assignor agrees

that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction, (a) the Assignee's rights, title and interest in and to the Trademarks, (b) the Assignee's and its affiliates' rights to use and control the Trademarks, or (c) the validity of the Trademarks.

Section 3. Further Assurances. The Assignor agrees that at any time and from time to time, without further consideration, it will promptly execute and deliver all further instruments and documents, and take all further actions, reasonably requested by the Assignee to perfect, protect, secure or more fully evidence the Assignee's and its successors or assignees' respective right, title and interest in, to and under the Trademarks, or to enable the Assignee and/or such successors or assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder, including reasonable cooperation and assistance, at the Assignee's sole cost and expense, in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby and executing and delivering any forms of assignment reasonably requested by Assignee to record evidence of the transfer of the Trademarks in any jurisdiction anywhere throughout the world.

Section 4. Recordation. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications. The parties hereby acknowledge and affirm that their respective rights in and to the Trademarks are more fully set forth in the Purchase Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

Section 5. Applicable Law, Jurisdiction and Venue. This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, without regard to the conflicts of laws provisions therein. The parties hereto further agree and consent that jurisdiction and venue for any action brought related to or arising out of this Agreement shall be the Chancery Court of the State of Delaware, and if the Chancery Court of the State of Delaware denies jurisdiction (each party hereby agreeing not to challenge the jurisdiction of the Chancery Court of Delaware or appropriateness of such venue) then the other state courts or the Federal courts located in the State of Delaware.

Section 6. Counterparts. This Agreement may be signed in counterparts, none of which shall be deemed to be binding unless and until all parties have signed this Agreement. Facsimile or portable document format (PDF) signatures shall be treated as original signatures for all purposes hereunder.

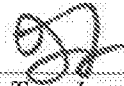
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNEE:

**PRA EVENTS, INC.**

By: \_\_\_\_\_



Name: Tony Lorenz

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNEE:

PRA EVENTS, INC.

By: \_\_\_\_\_  
Name: Tony Lorenz  
Title: Chief Executive Officer

ASSIGNOR:

KONCEPT EVENTS, LLC

By: Jillamy Smith  
Name: Jillamy Smith  
Title: Partner

**Schedule 1**

**Trademarks**

**Trademark Registrations**

Mark	Jurisdiction	Registration No.	Registration Date	Int'l Classes	Owner
KONCEPT EVENTS <b>Koncept Events</b>	U.S. Federal	5213274	May 30, 2017	35	Koncept Events, LLC

[Schedule 1 to Trademark Assignment Agreement]