

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512299

<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>
Emerald Expositions, LLC		01/31/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pocket Outdoor Media, LLC		
<b>Street Address:</b>	3002 Sterling Circle, Suite 100		
<b>City:</b>	Boulder		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80301		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2335400	BICYCLE RETAILER AND INDUSTRY NEWS	
<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>Phone:</b>	(303)245-2101		
<b>Email:</b>	icoenen@pocketoutdoormedia.com		
<b>Correspondent Name:</b>	Ilana Coenen		
<b>Address Line 1:</b>	3002 Sterling Circle Suite 100		
<b>Address Line 4:</b>	Boulder, COLORADO 80301		
<b>NAME OF SUBMITTER:</b>	Ilana Coenen		
<b>SIGNATURE:</b>	/s/ Ilana Coenen		
<b>DATE SIGNED:</b>	03/01/2019		
<b>Total Attachments: 11</b>			
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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of January 31, 2019, by and between **EMERALD EXPOSITIONS, LLC**, a Delaware limited liability company ("**Seller**") and **POCKET OUTDOOR MEDIA, LLC**, a Colorado limited liability company (the "**Purchaser**") relating to the publication "Bicycle Retailer and Industry News" ("**BRAIN**").

### RECITALS

- A. BRAIN has been operated and published by NBDA Services, Inc. ("**NBDA**") on behalf of Seller pursuant to that certain License Agreement between NBDA and VNU Business Media, Inc. as predecessor in interest to Seller, dated January 28, 2003 (the "**License Agreement**").
- B. Seller and NBDA have terminated the License Agreement as of this date and Purchaser and NBDA have entered into a letter agreement regarding the transfer of certain assets related to BRAIN from NBDA to Purchaser.
- C. This Agreement contemplates a transaction in which (i) the Seller sells substantially all of its assets related to BRAIN to the Purchaser on the terms set forth in this Agreement, and (ii) the Purchaser assumes certain specified liabilities of the Seller.

### AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

#### 1. SALE OF ASSETS; RELATED TRANSACTIONS.

**1.1 Sale of Assets.** Subject to the terms and conditions set forth in this Agreement, the Seller hereby assigns, transfers, conveys and delivers to the Purchaser good and valid title to the Assets (as defined below), free of any encumbrances, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, "**Assets**" shall mean the assets related to BRAIN and specifically listed in **EXHIBIT A** and shall include:

- (a) prepaid expenses of BRAIN;
- (b) all tangible personal property assets, including inventories of content created or in the process but not yet published, including all back copies of printed BRAIN magazines,
- (c) all books and records related to the BRAIN subscriber lists (for both magazine and newsletter subscribers) and subscription liability, advertiser lists, customer lists, all permits (to the extent transferable) and contracts necessary to operate BRAIN;

**TRADEMARK**

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(d) all copyright rights in and to previously published issues of BRAIN and all ancillary books, pamphlets, etc. published under the BRAIN brand;

(e) all advertising and promotional materials related to BRAIN in possession of the Seller;

(f) all social media accounts related to BRAIN;

(g) all permits, including U.S. Mail permits relating to Periodicals Class postage permits);

(h) any transferrable contracts, including contracts related to the Sea Otter Classic event; and

(i) all intellectual property rights and related goodwill of the Seller related to BRAIN (including the right to use the names "BRAIN" and "Bicycle Retailer and Industry News" (US registered trademark number 2335400) and variations thereof), URLs, website contents, and social media accounts.

In the event that any right (including, without limitation, moral rights) in the Assets cannot be assigned, Seller hereby waives enforcement anywhere in the world of such right against such Purchaser and its successors and assigns and agrees to exclusively license such right (with the right to sublicense) worldwide to Purchaser any and all such rights Seller may have in and to the Assets or any portion thereof.

## 1.2 Consideration and Assumption of Liabilities.

(a) As consideration for the sale of the Assets to the Purchaser,

(i) Purchaser shall provide Seller with \$1,000,000 over five (5) years following the Closing in credit towards advertising in publications within Purchaser's portfolio (currently including *VeloNews*, *Triathlete*, *Women's Running*, *competitor.com* and BRAIN). This advertising credit shall be solely for its own use, and shall not be passed through to third parties (no more than 25% of the \$1,000,000 credit may be used in any one calendar year); and

(ii) at the Closing, the Purchaser shall assume the liabilities associated with the contracts listed on **Exhibit A**.

(b) Purchaser assumes no liabilities, and expressly disclaims the same, arising out of or relating to the ownership or operation of BRAIN or the Assets prior to Closing, except with respect to the contracts included in the Assets and listed on **EXHIBIT A**.

(c) Purchaser assumes all liabilities arising out of or relating to Purchaser's ownership or operation of BRAIN and the Assets from and after the Closing.

(d) In addition, Purchaser shall receive \$200,000 in booth space or sponsorship credit (at the election of Purchaser) over five (5) years following the Closing at Seller events (such as Interbike or Outdoor Retailer) solely for its own use, as well as a royalty-free license to produce the official program and show dailies for any and all future cycling events produced or organized by Seller. No more than 25% of the \$200,000 credit may be used in any one calendar year.

(e) Purchaser shall cause BRAIN to provide editorial coverage of Interbike (to the extent Interbike is being conducted) similar to the current level of coverage; Seller shall not have editorial control over this coverage.

### 1.3 Closing.

(a) The closing of the sale of the Assets to the Purchaser (the "Closing") shall take place at the offices of the Purchaser in Boulder, Colorado concurrently with the execution and delivery of this Agreement by the parties hereto (or at such other place, time or date as the Purchaser and the Sellers may jointly designate). For purposes of this Agreement, the "Closing Date" shall mean the date as of which the Closing actually takes place. The Closing shall, for all purposes, be deemed to have occurred at 11:59 p.m. on the day immediately preceding the Closing Date.

(b) At the Closing:

(i) the Seller shall execute and deliver to the Purchaser such bills of sale, endorsements, assignments and other documents as may (in the reasonable judgment of the Purchaser or its counsel) be necessary or appropriate to assign, convey, transfer and deliver to the Purchaser good and valid title to the Assets free of any encumbrances, including without limitation a trademark assignment instrument and/or patent assignment instrument for filing with the U.S. Patent and Trademark Office; and

(ii) the Purchaser shall execute and deliver to the Seller such instruments of assumption with respect to the assumed liabilities as the Seller may reasonably request.

## 2. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller represents and warrants, to and for the benefit of the Purchaser, that the statements contained in this Section 2 are true and correct as of the date hereof.

**2.1** Due Organization; Authority; Binding Nature Of Agreements. The Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. The Seller has the right, power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement by the Seller have been duly authorized by all necessary action on the part of the Seller. This Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, and similar laws.

**2.2** Title. The Seller has good and marketable title to, or a valid leasehold interest in, or a valid right to use, each of the Assets, and will convey to Purchaser the Assets free and clear of all liens, claims or encumbrances.

**2.3** Legal Proceedings. To the knowledge of the Seller, there are no actions, suits, claims, investigations, or other legal proceedings pending or threatened related to the operation of BRAIN prior to the Closing.

**3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.**

The Purchaser represents and warrants as follows:

**3.1** Authority; Binding Nature Of Agreements. The Purchaser has the right, power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement by the Purchaser have been duly authorized by all necessary action on the part of the Purchaser. This Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, and similar laws.

**4. INDEMNIFICATION BY SELLER.** The Seller shall hold harmless and indemnify the Purchaser from and against, and shall compensate and reimburse the Purchaser for, any damages that are directly or indirectly suffered or incurred by the Purchaser or to which the Purchaser may otherwise become subject at any time (regardless of whether or not such Damages relate to any third-party claim) and that arise directly or indirectly from or as a direct or indirect result of any breach of any representation made by the Seller in Section 2 of this Agreement. In addition, Seller shall indemnify Purchaser for any third party legal action instituted against Purchaser related to or arising from any content published in BRAIN in any form prior to the Closing, but only to the extent (i) Seller is entitled to indemnification from NBDA for such matter pursuant to Section 12(b) of the License Agreement, and (ii) Seller actually receives funds from NBDA in satisfaction of such indemnification.

**5. CERTAIN POST-CLOSING COVENANTS.**

**5.1 Further Actions.** From and after the Closing Date, the Seller shall cooperate with the Purchaser, and shall execute and deliver such documents and take such other actions as the Purchaser may reasonably request, for the purpose of evidencing the transactions and putting the Purchaser in possession and control of all of the Assets, including using commercially reasonable efforts to cause NBDA to similarly cooperate.

**5.2 Non-competition.**

(a) For a period of five (5) years following the Closing, Purchaser, without Seller's express written approval, shall not organize a bicycle trade show event in the United States (it being acknowledged that Purchaser organizes VeloSwap, a large consumer cycling show, which is agreed not to violate this prohibition).

(b) For a period of five (5) years following the Closing, Seller, without Purchaser's express written approval, shall not start, own, or invest in a publication that is devoted to covering the bicycle industry.

**6. MISCELLANEOUS PROVISIONS.**

**6.1 Fees and Expenses.** Each party shall bear and pay its respective fees, costs and expenses (including all legal fees and expenses) that have been incurred or that are in the future incurred by, on behalf of or for the benefit of such in connection with: (i) the negotiation, preparation and review of any letter of intent or similar document relating to this transaction; (ii) the investigation and review conducted by the Purchaser and its representatives with respect to the business of the Seller (and the furnishing of information to the Purchaser and its representatives in connection with such investigation and review); (iii) the negotiation, preparation and review of this Agreement, and all bills of sale, assignments, certificates, opinions and other instruments and documents delivered or to be delivered in connection with this transaction; (iv) the preparation and submission of any filing or notice required to be made or given in connection with this transaction, and the obtaining of any consent required to be obtained in connection with this transaction; and (v) the consummation and performance of this transaction.

**6.2 Notices.** Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, or by email to [Legal@pocketoutdoormedia.com](mailto:Legal@pocketoutdoormedia.com) in the case of notice to Purchaser, and to [David.Gosling@emeraldexpo.com](mailto:David.Gosling@emeraldexpo.com) in the case of notice to Seller) to the address or facsimile telephone number set forth beneath the name of such party below (or to such other address, email address, or facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto):

if to the Seller:

Emerald Expositions, LLC

c/o David Gosling, Esquire  
31910 Del Obispo, Suite 200  
San Juan Capistrano, CA 92675  
E-mail: David.Gosling@emeraldexpo.com

if to the Purchaser:

Pocket Outdoor Media, LLC  
c/o Felix Magowan  
3002 Sterling Circle, Suite 100  
Boulder CO 80301  
E-mail: fmagowan@pocketoutdoormedia.com

**6.3** Headings. The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

**6.4** Counterparts. This Agreement may be executed by signature delivered via pdf and in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

**6.5** Governing Law; Venue.

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

(b) Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement may be brought or otherwise commenced in any state or federal court located in Colorado or California.

**6.6** Successors And Assigns; Parties In Interest. This Agreement shall be binding upon: the Seller and its successors and assigns (if any); and the Purchaser and its successors and assigns (if any).

**6.7** Remedies Cumulative; Specific Performance. The rights and remedies of the parties hereto shall be cumulative (and not alternative). Each party agrees that: (a) in the event of any breach or threatened breach by the other party of any covenant, obligation or other provision set forth in this Agreement, the non-breaching party shall be entitled (in addition to any other remedy that may be available to it) to (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision, and (ii) an injunction restraining such breach or threatened breach; and (b) the non-breaching party shall not be required to provide



any bond or other security in connection with any such decree, order or injunction or in connection with any related action or proceeding.

**6.8 Amendments.** This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the Purchaser and the Seller.

**6.9 Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

**6.10 Entire Agreement.** This Agreement sets forth the entire understanding of the parties relating to the subject matter herein and supersedes all prior agreements and understandings between the parties relating to the subject matter herein.

**6.11 Knowledge.** For purposes of this Agreement, a person shall be deemed to have "knowledge" of a particular fact or other matter if such person has actual knowledge of such fact or other matter.

**6.12 Construction.**

**(a)** For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.


**(b)** The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

**(c)** As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) Except as otherwise indicated, all references in this Agreement to "Sections" and "Exhibits" are intended to refer to Sections of this Agreement and Exhibits to this Agreement.

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first above written.

EMERALD EXPOSITIONS, LLC  
a Delaware limited liability company

By:   
Name: Darrell Denny  
Title: EVP

POCKET OUTDOOR MEDIA, LLC  
a Colorado limited liability company

By:   
Felix Magowan, Chairman and Executive  
Manager

EXHIBIT A

ASSETS

1. Media subscriptions  
Bicycle Retailer (ISSN 1069 -8493, USPS 010-073)
2. Trademarks  
Bicycle Retailer and Industry News  
United States Application No. 75651517 , Registration No. 2335400  
Class 16 Filed March 2, 1999 Registered March 28, 2000
3. URLs  
Bicycleretailer.com  
Bikeretailer.com
4. Social Media  
Twitter.com/bicycleretailer  
Facebook.com/BicycleRetailer/  
Instagram.com/bicycleretailer  
linkedin.com/company/bicycle-retailer-and-industry-news  
Youtube.com/bicycleretailer
5. Transferrable software programs, subscriptions, etc. (see attached)
6. The following inventory and assets located at the Laguna Hills office:
  - a. Three (3) bound sets of Bicycle Retailer 1992 – 2018
  - b. Advertising billing journal 1992 – current
  - c. Apple Mac Mini Server Model No A1347, Serial Number: C07HT034DJY7 that contains back and current issues of the magazine
  - d. AdMate software containing customer lists
  - e. All un-bound copies of Bicycle Retailer
  - f. Various promotional and marketing materials, including BRAIN posters
7. The subscription file and customer list for Bicycle Retailer maintained at Stark Services, 12444 Victory Blvd., 3rd Floor, North Hollywood, CA 91606-3173
8. Transferred contracts
  - a. Contract between Bicycle Retailer and Sea Otter Classic dated July 31, 2017
  - b. Bike Shop Girl podcast contract effective January 1, 2019.

	URL	Purpose	User Name
Survey Monkey	surveymonkey.com	Surverys	BicycleRetailer
Twitter	https://twitter.com/bicycleretailer	Social	bicycleretailer
Facebook	https://www.facebook.com/BicycleRetailer/	Social	individual logins
Instagram	https://www.instagram.com/bicycleretailer/	Social	bicycleretailer
Linkedin	https://linkedin.com/company/bicycle-retailer-and-industry-news	Social	individual logins
YouTube	https://www.youtube.com/bicycleretailer	Video Project	Individual logins
Asana	asana.com	Management	Individual logins
HotJar	hotjar.com	Metrics / UX	Individual logins
Google Analytics	analytics.google.com	Metrics	Individual logins
Google Search Console	https://search.google.com/search-console	Search query monitoring	Individual logins
Google Ad Manager	https://admanager.google.com	Banner ad trafficking	Individual logins
MailChimp	mailchimp.com	Email marketing	Individual logins
A Small Orange	asmallorange.com	Hosting Website demographics	accounting@bicycleretailer.com
Quantcast	quantcast.com	metrics	cobrien@bicycleretailer.com
Google Tag Manager	tagmanager.google.com	For adding and removing tracking tags	Individual logins
Gsuite	https://admin.google.com	email and docs	individual logins