

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520020

<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>
A.S.P. Enterprises, Inc. DBA Show Technology Productions		04/18/2019	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marketplace Events LLC		
<b>Street Address:</b>	31105 Bainbridge Road		
<b>City:</b>	Solon		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44139		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3271844	AUSTIN SPRING HOME & GARDEN SHOW	
<b>Serial Number:</b>	88368504	AUSTIN HOME & GARDEN SHOW	
<b>Serial Number:</b>	88368512	AUSTIN FALL HOME & GARDEN SHOW	
<b>Serial Number:</b>	88368514	GREATER CHARLOTTE HOME & LANDSCAPE SHOW	
<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>	2123602307		
<b>Email:</b>	docketing@kellyweinerlaw.com		
<b>Correspondent Name:</b>	Kelly Weiner		
<b>Address Line 1:</b>	175 Varick Street, Ste 661		
<b>Address Line 4:</b>	New York, NEW YORK 10014		
<b>ATTORNEY DOCKET NUMBER:</b>	0011-0423		
<b>NAME OF SUBMITTER:</b>	Kelly Weiner		
<b>SIGNATURE:</b>	/Kelly Weiner/		
<b>DATE SIGNED:</b>	04/19/2019		
<b>Total Attachments: 4</b>			
source=Trademark Assignment A.S.P. Enterprises executed#page1.tif			

OP \$115.00 3271844

source=Trademark Assignment A.S.P. Enterprises executed#page2.tif

source=Trademark Assignment A.S.P. Enterprises executed#page3.tif

source=Trademark Assignment A.S.P. Enterprises executed#page4.tif

**EXHIBIT 5.2.2**

**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** dated as of April 18, 2019 is made

**BETWEEN:**

**A.S.P. ENTERPRISES, INC.**, a corporation organized and existing under the laws of Texas and doing business as Show Technology Productions ("**Assignor**")

- and -

**MARKETPLACE EVENTS LLC**, a Delaware limited liability company ("**Assignee**")

**WHEREAS** Assignor and Assignee are parties to an Asset Purchase Agreement dated January 29, 2019 (the "**Asset Purchase Agreement**") pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Acquired Assets (as defined in the Asset Purchase Agreement);

**WHEREAS** the Acquired Assets include the trademarks, service marks, and registrations therefor and applications for registrations thereof, listed in Appendix A attached hereto (collectively, the "**Marks**");

**WHEREAS** Assignor and Assignee have agreed to execute and deliver this Agreement pursuant to Sections 5.2.2 and 5.3.3 of the Asset Purchase Agreement; and

**WHEREAS** capitalized terms used in this Agreement and not otherwise defined have the meanings specified in the Asset Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. **Assignment of Marks.** Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title, interest and benefit in and to the Marks, together with: (1) the goodwill of the Business symbolized thereby; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for future infringements and misappropriations of the Marks; and (3) all rights to sue for present and future infringements or misappropriations of the Marks.
2. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or electronic form and the parties adopt any signatures received by a receiving fax machine or other electronic form as original signatures of the parties.

[Signature page to follow]

As of the day and year above written, the parties hereto have duly executed this Assignment.

SIGNED for and on behalf of  
**MARKETPLACE EVENTS LLC**

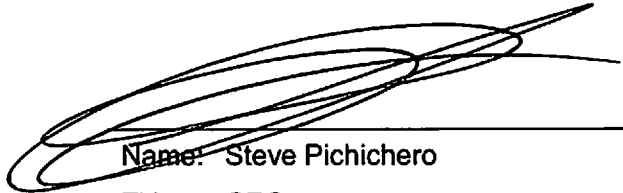
---

Name: Mark White

Title: Chief Financial Officer

I have the authority to bind the company

SIGNED for and on behalf of  
**A.S.P. ENTERPRISES, INC.**

A handwritten signature in black ink, appearing to read "Steve Pichichero", is written over a horizontal line. The signature is stylized and somewhat scribbled.

Name: Steve Pichichero

Title: CEO

I have the authority to bind the company

**[Signature page to the Trademark Assignment Agreement]**

As of the day and year above written, the parties hereto have duly executed this Assignment.

SIGNED for and on behalf of  
**MARKETPLACE EVENTS LLC**



---

Name: Mark White

Title: Chief Financial Officer

I have the authority to bind the company

SIGNED for and on behalf of  
**A.S.P. ENTERPRISES, INC.**

---

Name: Steve Pichichero

Title: CEO

I have the authority to bind the company

**[Signature page to the Trademark Assignment Agreement]**

**APPENDIX A**

<b>Trademark</b>	<b>App./Reg. No.</b>	<b>Status</b>
AUSTIN SPRING HOME & GARDEN SHOW	3271844	Registered.
AUSTIN HOME & GARDEN SHOW	88368504	Filed, April 2, 2019.
AUSTIN FALL HOME & GARDEN SHOW	88368512	Filed, April 2, 2019.
GREATER CHARLOTTE HOME & LANDSCAPE SHOW	88368514	Filed, April 2, 2019.

**COMMON LAW (UNREGISTERED) MARKS:**

SAN ANTONIO HOME & GARDEN SHOW
SAN ANTONIO FALL HOME & GARDEN SHOW
LEXINGTON HOME & GARDEN SHOW