

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527932

<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>
ALG Associates, LLC		06/13/2019	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bobit Business Media Inc.		
<b>Street Address:</b>	3520 Challenger St.		
<b>City:</b>	Torrance		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90503		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3416160	WCM CONFERENCE	
<b>Registration Number:</b>	3239423	WCM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>	312-372-2000		
<b>Email:</b>	ipdocketmwe@mwe.com, jmikulina@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
<b>Correspondent Name:</b>	Jennifer M. Mikulina, McDermott Will & E		
<b>Address Line 1:</b>	444 West Lake Street, Suite 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>ATTORNEY DOCKET NUMBER:</b>	098904-0053		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina		
<b>SIGNATURE:</b>	/Jennifer M. Mikulina/		
<b>DATE SIGNED:</b>	06/14/2019		
<b>Total Attachments: 6</b>			
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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this “Trademark Assignment”) is effective as of June 13, 2019, by and among ALG Associates, LLC, a California limited liability company (the “Assignor”) and Bobit Business Media Inc., a Delaware corporation (the “Assignee”).

### **RECITALS**

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the “Marks”);

B. Pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignor, the Assignee and the individual identified on the signature page thereto (the “Purchase Agreement”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

### **AGREEMENTS**

For the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor hereby irrevocably sells, assigns, transfers, and conveys to the Assignee, its successors and permitted assigns, and the Assignee accepts all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor’s business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all past, present, and future infringement of the rights being assigned and all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements thereof.

2. The Assignor hereby authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office (the “Commissioner”), as well as her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further authorizes the Commissioner and her non-US counterparts to issue any and all trademark registrations

resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee and at Assignee's sole cost and expense, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or that may be necessary to obtain, renew, issue or enforce the Marks. The Assignor hereby authorizes the Assignee, and does hereby make, constitute and appoint the Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in the Assignee's own name or the name of the Assignor, to execute any such further papers; provided, that the Assignee shall not execute any such further papers unless the Assignor has failed to do so within 5 business days of the Assignee's delivery to the Assignor of a written request therefor.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. This Trademark Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Trademark Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto may assign this Trademark Assignment, by operation of law or otherwise, or assign its rights or delegate its obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that the Assignee may, without the prior written consent of the Assignor, assign all or any portion of its rights under this Trademark Assignment (i) to one or more of its affiliates, (ii) as collateral security to any lender to the Assignee or an affiliate of the Assignee, or (iii) in connection with a merger, consolidation, or the sale of all or substantially all of the assets of the Assignee. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment in violation of this Section 7 shall be void *ab initio* and shall have no force or effect.

8. Notices in connection with this Trademark Assignment shall be provided to the addresses and in the manner provided in the Purchase Agreement.

9. This Trademark 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 Trademark 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 Trademark Assignment. No party hereto shall raise the use of such facsimile, e-mail or other electronic transmission to deliver any such signature page or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation or enforceability of a contract and each party hereto forever waives any such defense.

\* \* \*

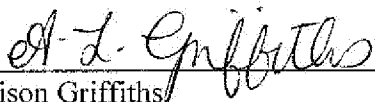
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

ALG ASSOCIATES, LLC

BOBIT BUSINESS MEDIA INC.

By:   
Name: Alison Griffiths  
Its: President

By: \_\_\_\_\_  
Name: Richard Rivera  
Its: Chief Executive Officer

[Signature page to Trademark Assignment]

**TRADEMARK**  
**REEL: 006670 FRAME: 0668**

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ASSIGNOR:

ASSIGNEE:

ALG ASSOCIATES, LLC


BOBIT BUSINESS MEDIA INC.

By: \_\_\_\_\_  
Name: Alison Griffiths  
Its: President

By: Richard Rivera  
Name: Richard Rivera  
Its: Chief Executive Officer

**Schedule A**

**The Marks**

<b>Mark</b>	<b>Serial Number [Filing Date]</b>	<b>Registration Number [Registration Date]</b>
WCM Conference	78-919,835 [6-29-2006]	3,416,160 [4-22-2008]
	78-918,042 [6-27-2006]	3,239,423 [5-8-2007]