

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Conference Development, LLC		04/12/2019	Limited Liability Company: MAINE
RECEIVING PARTY DATA			
Name:	Emerald Expositions, LLC		
Street Address:	31910 Del Obispo Street		
City:	San Juan Capistrano		
State/Country:	CALIFORNIA		
Postal Code:	92675		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88381549	DESIGNWELL CONFERENCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Daniel Stern c/o Fried Frank et al		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	34224-8		
NAME OF SUBMITTER:	Daniel Stern		
SIGNATURE:	/Daniel Stern/		
DATE SIGNED:	07/23/2019		
Total Attachments: 16			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of April 12, 2019 (the "Effective Date"), is entered into by International Conference Development, LLC, a Maine limited liability company ("ICD" or "Seller") and Emerald Expositions, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date (as amended, restated, modified or supplemented from time to time, the "Purchase Agreement"), Seller has agreed to sell, assign, transfer, convey and deliver to Buyer the Assets (as such term is defined therein) (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Seller has agreed to assign to Buyer, and Buyer has agreed to acquire from Seller, all of Seller's right, title, and interest in and to those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks"); those certain internet domain name registrations identified on Schedule B attached hereto ("Assigned Domain Names"); and those certain copyright registrations identified on Schedule C attached hereto ("Assigned Copyrights").

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, Buyer and Seller hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.
2. Conveyance and Acceptance of Assigned Trademarks. Seller hereby sells, conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all governmental entities with respect to the Assigned Trademarks.
3. Conveyance and Acceptance of Assigned Domain Names. Seller hereby sells, conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Assigned Domain Names, the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all governmental entities and registering authorities with respect to such Assigned Domain Names.
4. Conveyance and Acceptance of Assigned Copyrights. Seller hereby sells, conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Assigned Copyrights, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Copyrights and of this

Assignment, and the right to initiate other proceedings before all government entities with respect to such Assigned Copyrights.

5. Recordation and Authorization.

- a. Seller hereby authorizes and requests that the Commissioner for Trademarks and the Register of Copyrights record this Assignment. Seller shall take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Buyer may reasonably request to record and perfect Buyer's interest in and to the Assigned Trademarks, Assigned Domain Names, and Assigned Copyrights.
- b. Seller hereby acknowledges and agrees that each Internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Buyer ownership of and administrative contact for all of the Assigned Domain Names.
- c. Without limiting Section 5(a), at Buyer's request, Seller will cooperate with Buyer to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment of the Assigned Domain Names contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; (iii) take reasonable actions and execute and deliver documents that Buyer may request to effect the terms of this Assignment and to assist Buyer in changing the technical and administrative contact information for the Assigned Domain Names with the Registering Authorities to such information of Buyer's choice; and (iv) take any further actions required by the Registering Authority's policies and rules to transfer the Assigned Domain Names to Buyer.

6. Governing Law. Any disputes arising out of or in any way relating to this Assignment shall in all respects be governed by, and construed in accordance with, the laws (excluding conflict of laws rules and principles) of the State of Maine applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

7. Jurisdiction; Court Proceedings; Waiver of Jury Trial. Any proceeding against any party arising out of or in any way relating to this Assignment shall be brought in any federal or state court located in the County of Cumberland, State of Maine and each of the parties hereby submits to the exclusive jurisdiction of such courts for the purpose of any such proceeding; provided, that a final judgment in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party irrevocably and unconditionally agrees not to assert (a) any objection which it may ever have to the laying of venue of any such proceeding in any federal or state court located in the County of Cumberland, State of Maine, (b) any claim that any such proceeding brought in any such court has been brought in an inconvenient forum and (c) any claim that such court does not have jurisdiction with respect to such proceeding. To the extent that service of process by mail is permitted by applicable law, each party irrevocably consents to the service of process in any such proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its

address for notices provided for in the Purchase Agreement. Nothing in this Section 7 shall affect the right of any party to serve legal process in any other manner permitted by law. **Each party irrevocably and unconditionally waives any right to a trial by jury in any proceeding (i) arising out of or in any way relating to this Assignment or the transactions contemplated hereby or (ii) in any way connected with or related or incidental to the dealings of the parties in respect of this Assignment and agrees that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the parties irrevocably to waive its right to trial by jury in any such proceeding.**

8. Counterparts. This Assignment may be executed in any number of duplicate counterparts (including by means of .pdf format), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

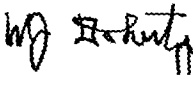
9. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, conveyance, transfer, and assignment effectuated by this Assignment is subject in all respects to the terms of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims, or remedies of Seller or Buyer, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

[remainder of page intentionally left blank]

Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives.

SELLER:

**INTERNATIONAL CONFERENCE
DEVELOPMENT, LLC**

By: 
Name: William Doherty
Title: President & CO

BUYER:

EMERALD EXPOSITIONS, LLC

By: _____
Name:
Title:

TRADEMARK

Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives.

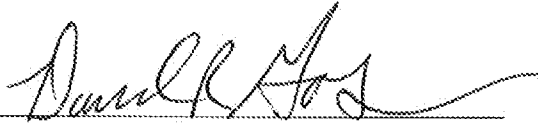
SELLER:

**INTERNATIONAL CONFERENCE
DEVELOPMENT, LLC**

By: _____
Name: William Doherty
Title: President & CO

BUYER:

EMERALD EXPOSITIONS, LLC

By: 
Name: David Gosling
Title: SVP, General Counsel and Secretary

**SCHEDULE A
ASSIGNED REGISTERED OR PENDING TRADEMARKS**

Trademark Application Serial Number 88381549 [See attached Trademark Application.]

TRADEMARK

**Filing Receipt for Trademark/Service Mark Application for Registration
on the Principal Register
and Next Steps in the Application Process**

Thank you for submitting your trademark application to the U.S. Patent and Trademark Office (USPTO). This filing receipt confirms your mark and serial number, describes next steps in the application process, and includes the information submitted in your application. Please read this receipt carefully and keep a copy for your records.

For an overview of important things to know after filing your application, visit our website to read the [After You File](#) page and watch video number 9 "[After You File](#)."

1. Your mark. DESIGNWELL CONFERENCE (stylized and/or with design, MRK71161117216-133917440_._DESIGNWELL_LOGO.jpg)

The literal element of the mark consists of DESIGNWELL CONFERENCE. The color(s) Green, White Yellow, Blue and Light Blue is/are claimed as a feature of the mark. The mark consists of the Words DESIGNWELL CONFERENCE with one green and white an one blue and white building block. A yellow sun behind the buildings and blue wave in front of the buildings.

2. Your serial number. Your application was assigned serial number '88381549'. You must refer to your serial number in all communications about your application.

3. What happens next—legal examination. Your mark will not be registered automatically. In approximately three months, your application will be assigned to a USPTO examining attorney for review. The attorney will determine if your application meets all applicable legal requirements, and if it doesn't you will be notified in an email with a link to the official Office action (official letter from the USPTO). Visit our website for an explanation of [application process timelines](#).

If your mark includes a design element, we will assign it one or more [design search codes](#). We will notify you of these codes within the next few weeks and you can suggest that we add or delete a design search code from your file.

4. Keep your addresses current in USPTO records. We do not extend filing deadlines if you do not receive USPTO mail or email. If your postal address or email address changes, you must update the correspondence or owner's address using the [address forms](#) on our website.

5. Check your application status in our database every three to four months. To be sure that you don't miss an important email from us, and to avoid the possible [abandonment](#) of your application, check your application status and review your documents in our database, [Trademark Status and Document Retrieval \(TSDR\)](#), every three to four months.

6. Warning about private companies offering trademark-related services. Private companies may send you communications that resemble official USPTO communications. These private companies are not associated with the USPTO. All official correspondence will be from the "United States Patent and Trademark Office" in Alexandria, Virginia, and from emails with the domain "uspto.gov." If you are unsure about whether the correspondence is from us, check your records in our database, [TSDR](#). Visit our website for more information on trademark-related [communications that may resemble official USPTO communications](#).

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USPTO communications.

7. Questions? Please visit our website, email us, or call us at 1-800-786-9199 and select option 1.

8. Application data. If you find an error in the data below, visit the After You File page on our website for information on correcting errors.

The information submitted in the application appears below:

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO Form 1476 (Rev. 09/2009)

OMB No. 0961-0607 (Exp. 09/30/2011)

Trademark/Service Mark Application, Principal Register

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	88381549
MARK INFORMATION	
☞ MARK	MRK71161117216- 133917440_._DESIGNWELL_LOGO.jpg
SPECIAL FORM	YES
USPTO-GENERATED IMAGE	NO
LITERAL ELEMENT	DESIGNWELL CONFERENCE
COLOR MARK	YES
COLOR(S) CLAIMED (If applicable)	The color(s) Green, White Yellow, Blue and Light Blue is/are claimed as a feature of the mark.
☞ DESCRIPTION OF THE MARK (and Color Location, if applicable)	The mark consists of the Words DESIGNWELL CONFERENCE with one green and white an one blue and white building block. A yellow sun behind the buildings and blue wave in front of the buildings.
PIXEL COUNT ACCEPTABLE	NO
PIXEL COUNT	562 x 135
APPLICANT INFORMATION	
☞ OWNER OF MARK	International Conference Development, LLC
☞ STREET	1374 Tatnic Road
☞ CITY	Wells
☞ STATE (Required for U.S. applicants)	Maine

TRADEMARK

*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)	04090
PHONE	207-216-9857
LEGAL ENTITY INFORMATION	
TYPE	limited liability company
STATE/COUNTRY WHERE LEGALLY ORGANIZED	Maine
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	035
*IDENTIFICATION	Marketing consulting, namely, conducting conferences and business to business trade shows for Architectural wellness concepts
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 06/01/2018
FIRST USE IN COMMERCE DATE	At least as early as 06/01/2018
SPECIMEN FILE NAME(S)	SPE0-71161117216-20190411 133917440418_._DESIGNWELL _LOGO.jpg
SPECIMEN DESCRIPTION	The Specimen is utilized on website, informational materials and banners promoting conference.
ATTORNEY INFORMATION	
NAME	Kevin G. Grimes
FIRM NAME	LAW Office of Kevin G. Grimes, P.A.
STREET	82 Portland Road
CITY	Kennebunk
STATE	Maine
COUNTRY	United States
ZIP/POSTAL CODE	04043
PHONE	207-468-5230
EMAIL ADDRESS	kgglaw@reddawg.net
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes

TRADEMARK

CORRESPONDENCE INFORMATION	
NAME	Kevin G. Grimes
FIRM NAME	LAw Office of Kevin G. Grimes, P.A.
STREET	82 Portland Road
CITY	Kennebunk
STATE	Maine
COUNTRY	United States
ZIP/POSTAL CODE	04043
PHONE	207-468-5230
*EMAIL ADDRESS	kgglaw@reddawg.net
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
APPLICATION FILING OPTION	TEAS RF
NUMBER OF CLASSES	1
APPLICATION FOR REGISTRATION PER CLASS	275
*TOTAL FEES DUE	275
*TOTAL FEES PAID	275
SIGNATURE INFORMATION	
SIGNATURE	/Kevin G. Grimes/
SIGNATORY'S NAME	Kevin G. Grimes
SIGNATORY'S POSITION	Attorney of Record #7847
SIGNATORY'S PHONE NUMBER	207-468-5230
DATE SIGNED	04/11/2019

TRADEMARK

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PFO Form 1478 (Rev 08/2008)
OMB No. 051-4006 (Exp 02/28/2011)

Trademark/Service Mark Application, Principal Register

Serial Number: 88381549

Filing Date: 04/11/2019

To the Commissioner for Trademarks:

The applicant, International Conference Development, LLC, a limited liability company legally organized under the laws of Maine, having an address of

1374 Tatnic Road
Wells, Maine 04090
United States
207-216-9857(phone)

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 035: Marketing consulting, namely, conducting conferences and business to business trade shows for Architectural wellness concepts

In International Class 035, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 06/01/2018, and first used in commerce at least as early as 06/01/2018, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) The Specimen is utilized on website, informational materials and banners promoting conference..

Specimen-1 [SPE0-71161117216-20190411133917440418_._DESIGNWELL_LOGO.jpg]

The applicant's current Attorney Information:

Kevin G. Grimes of LAw Office of Kevin G. Grimes, P.A. 82 Portland Road
Kennebunk, Maine 04043
United States
207-468-5230(phone)
kgglaw@reddawg.net (authorized)

The applicant's current Correspondence Information:

TRADEMARK

Kevin G. Grimes
LAW Office of Kevin G. Grimes, P.A.
82 Portland Road
Kennebunk, Maine 04043
207-468-5230(phone)
kgglaw@reddawg.net (authorized)

E-mail Authorization: I authorize the USPTO to send e-mail correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the e-mail address provided in this application. I understand that a valid e-mail address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

Declaration

Basis:

If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

And/Or

If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
 - The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and
 - To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.

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- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Kevin G. Grimes/ Date: 04/11/2019

Signatory's Name: Kevin G. Grimes

Signatory's Position: Attorney of Record #7847

Signatory's Phone Number: 207-468-5230

Thank you,

The TEAS support team

Thu Apr 11 14:35:34 EDT 2019

STAMP: USPTO/BAS-71.161.117.216-20190411143534337333-88381549-

62097d96d15ff257406244b7b0252edda61d30d7f2f2daacb0ac67d3da4dfa33f7-CC-969-

20190411133917440418

TRADEMARK

DocId: 52b06779 DocId: 52b06779 Reel: 006700 Frame: 0895 a16798b4af

**SCHEDULE B
ASSIGNED DOMAIN NAMES**

designwellcon.com
dsgnwell.com

TRADEMARK

**SCHEDULE C
ASSIGNED COPYRIGHT REGISTRATIONS**

None.

TRADEMARK

TITLE	Doherty Docs
FILE NAME	APA FINAL 12 April 2019.pdf and 1 other
DOCUMENT ID	f152b606b4b79d6d440244ceb30355a16798b4af
STATUS	* Completed

Document History



04/12/2019
11:16:28 UTC-5

Sent for signature to William Doherty
(bdoherty@firstsourceevents.com) from
ctippin@lanmanrayne.com
IP: 97.107.146.58



04/12/2019
11:21:43 UTC-5

Viewed by William Doherty (bdoherty@firstsourceevents.com)
IP: 98.11.109.89



04/12/2019
11:22:32 UTC-5

Signed by William Doherty (bdoherty@firstsourceevents.com)
IP: 98.11.109.89



04/12/2019
11:22:32 UTC-5

The document has been completed.