

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOP-EAT-SURF, LLC		12/09/2019	Limited Liability Company: CALIFORNIA
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	
Registration Number:	5804351	SHOPEATSURF	
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:	212-859-8000		
Email:	teas@friedfrank.com		
Correspondent Name:	Kimberly Barr c/o Fried Frank		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	34224-8		
NAME OF SUBMITTER:	Kimberly Barr		
SIGNATURE:	/Kimberly Barr/		
DATE SIGNED:	12/20/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of December 9, 2019 (the "Effective Date"), is entered into by SHOP-EAT-SURF, LLC, a California limited liability company with an address of 5151 California Avenue, Suite 100, Irvine, CA 92617 ("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 New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

7. 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.

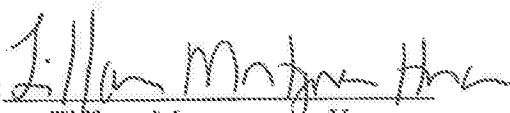
8. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, conveyance, transfer, and assignment effectuated by this Assignment is subject in all respects to the terms of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall 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:

SHOP-EAT-SURF, LLC

By: 
Name: Tiffany Montgomery Horan
Title: CEO Editor-in-chief

BUYER:

EMERALD EXPOSITIONS, LLC

By: 
Name: Eric Lisman
Title: EVP - Corporate Development

SCHEDULE A
ASSIGNED REGISTERED OR PENDING TRADEMARKS

Word Mark	SHOPEATSURF
Goods and Services	IC 035. US 100 101 102. G & S: Providing on-line information, news and commentary in the field of retail stores; providing news and information in the field of retail stores by means of a global computer network. FIRST USE: 20150101. USED IN ANOTHER FORM The mark was first used anywhere in a different form other than that sought to be registered at least as early as 07/26/2007. FIRST USE IN COMMERCE: 20150101 IC 041. US 100 101 107. G & S: Providing on-line information, news and commentary in the field of action sports; providing on-line information, news and commentary in the form of on-line electronic publications, namely, newsletters and journals, in the fields of retail stores and action sports; providing news and information in the field of action sports by means of a global computer network; on-line journals, namely, blogs featuring information and news in the fields of retail stores and action sports; providing on-line newsletters in the fields of action sports and retail stores via email. FIRST USE: 20150101. USED IN ANOTHER FORM The mark was first used anywhere in a different form other than that sought to be registered at least as early as 07/26/2007. FIRST USE IN COMMERCE: 20150101
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	88200217
Filing Date	November 19, 2018
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	April 30, 2019
Registration Number	5804351
Registration Date	July 16, 2019
Owner	(REGISTRANT) Shop-Eat-Surf, LLC LIMITED LIABILITY COMPANY CALIFORNIA Suite 100 5151 California Avenue Irvine CALIFORNIA 92617
Attorney of Record	Barry C. Seaton
Prior Registrations	3533380
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

SCHEDULE B
ASSIGNED DOMAIN NAMES

<https://www.shop-eat-surf.com>

**SCHEDULE C
ASSIGNED COPYRIGHT REGISTRATIONS**

NONE