

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM563986

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LRP Publications, Inc.		12/09/2019	Corporation: PENNSYLVANIA
LRP Conferences, LLC		12/09/2019	Limited Liability Company: FLORIDA
LRP Magazine Group		12/09/2019	Limited Partnership: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	The Institutes, LLC
<b>Street Address:</b>	720 Providence Road
<b>Internal Address:</b>	c/o American Institute for Chartered Property Casualty Underwriters
<b>City:</b>	Malvern
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19355
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Serial Number:</b>	88717722	ERGO EXPO
<b>Registration Number:</b>	4681201	ERGOEXPO
<b>Registration Number:</b>	2866316	NATIONAL WORKERS' COMPENSATION AND DISAB
<b>Registration Number:</b>	3798474	WORKERSCOMP FORUM
<b>Registration Number:</b>	3798475	POWER BROKER
<b>Registration Number:</b>	3712041	R&I ONE
<b>Registration Number:</b>	3798476	RESPONSIBILITY LEADER
<b>Registration Number:</b>	4113924	RISK & INSURANCE
<b>Registration Number:</b>	4132659	RISK CENTRAL

## CORRESPONDENCE DATA

Fax Number: 2157012035

*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.*

Phone: 2156654702

Email: jcloak@cozen.com

TRADEMARK

**Correspondent Name:** J. Trevor Cloak  
**Address Line 1:** 1650 Market Street  
**Address Line 2:** Suite 2800, One Liberty Place  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

**ATTORNEY DOCKET NUMBER:** 461296.000

**NAME OF SUBMITTER:** J. Trevor Cloak

**SIGNATURE:** /J. Trevor Cloak/

**DATE SIGNED:** 02/26/2020

**Total Attachments: 12**

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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Agreement”) is dated as of December 9, 2019 (the “Closing Date”), by and among (i) LRP Publications, Inc., a Pennsylvania corporation (“LRPP”), (ii) LRP Conferences, LLC, a Florida limited liability company (“LRPC”), (iii) LRP Magazine Group, a Pennsylvania limited partnership (“LRPM”) (each of the foregoing an “Assignor” and, together, the “Assignors”), and The Institutes, LLC, a Pennsylvania limited liability company (“Assignee”). Each of the Assignors and Assignee are referred to herein as a “Party” and, collectively, the “Parties”. Capitalized terms used herein and not otherwise defined shall have the meanings attributed to them in the Purchase Agreement.

### **RECITALS:**

A. Assignors and Assignee have, concurrently herewith, consummated the purchase by Assignee, from Assignors, of the Purchased Assets, pursuant to the terms and conditions of that certain Asset Purchase Agreement dated as of November 22, 2019 (the “Purchase Agreement”).

B. Pursuant to the Purchase Agreement, and subject to the terms and conditions thereof, Assignors are selling, transferring, assigning, conveying, granting, and delivering to Assignee all rights, title and interests in, to, and under the Purchased Assets.

C. The Intellectual Property Assets constitute a portion of the Purchased Assets sold, transferred, assigned, conveyed, granted, and delivered to Assignee pursuant to the Purchase Agreement.

D. Pursuant to the Purchase Agreement, Assignors agreed to provide to Assignee at the Closing this assignment of the Intellectual Property Assets.

**NOW, THEREFORE**, Assignors and Assignee, in consideration of the mutual covenants and agreements to be performed as set forth in this Agreement and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which consideration are hereby conclusively acknowledged, and intending to be legally bound, agree as follows:

1. Assignment of Intellectual Property Assets. Subject to the terms and conditions of the Purchase Agreement, to the fullest extent permitted per applicable Law, each Assignor hereby irrevocably sells, assigns, transfers, conveys, grants, and delivers to Assignee and Assignee’s successors and assigns, free and clear of all Encumbrances other than Permitted Encumbrances:

(a) all of Assignors’ rights, title, and interests (including, without limitation Intellectual Property rights) in and to (i) Intellectual Property rights in any of the Purchased Assets leased, licensed, or otherwise used and not owned by one or more of the Assignors; and/or (ii) the Intellectual Property Licenses, and/or

(b) all rights, title, and interests (including, without limitation, Intellectual Property rights) in and to all other Intellectual Property Assets;

in each case, to the extent applicable, including any and all corresponding rights that now or hereafter may be secured throughout the world including, without limitation, all income, royalties, damages, and payments with respect to the foregoing, and all rights, including subsidiary rights associated therewith including, but not limited to, the right to sue and recover damages and payments for past, present, and future infringements, misappropriations, or dilution of any of the foregoing, the right to file applications for and to secure and maintain registrations in any of the foregoing in any jurisdiction in the name of Assignee, and any and all corresponding rights that now or hereafter may be secured throughout the world.

2. Specific Assignments. Without limiting the generality of Section 1 above, the Parties hereby agree, to the fullest extent permitted per applicable Law and subject to the terms and conditions of the Purchase Agreement, as follows:

(a) Assignment of Domain Names. Assignors hereby irrevocably sell, assign, transfer, convey, grant, and deliver to Assignee all worldwide rights, title, and interests including, without limitation, Intellectual Property rights, in, to and under the Domain Names included in the Purchased Assets including, without limitation, the domain names identified on Schedule 1 to this Agreement (collectively, the “Assigned Domain Names”), free and clear of all Encumbrances other than Permitted Encumbrances, together with any other rights including, but not limited to, Trademark rights, in any jurisdiction that Assignors may have in the Assigned Domain Names including, without limitation, any goodwill associated with or symbolized by the foregoing.

(i) Transfer of Domain Names. Assignors shall, within five (5) business days following the Closing Date, take all actions reasonably requested by Assignee and/or otherwise necessary to effectuate the transfer of ownership and control of the Assigned Domain Names to Assignee and to cause the Assigned Domain Names to be registered in the name of Assignee with the domain name registry designated in writing by Assignee (the “Registrar”) including, without limitation, executing all documents, papers, and forms, and obtaining all necessary consents and authorizations necessary to effectuate such transfer, at Assignors’ cost and expense. Assignors shall also cooperate fully with Assignee and the Registrar of the Domain Names to facilitate the filing and processing of all forms and other formalities (including, without limitation, changing passwords, user names, and Internet Protocol (IP) addresses) necessary to complete the transfer of the Assigned Domain Names. The Assigned Domain Names shall be deemed transferred when Assignee’s Registrar has confirmed the transfer in accordance with its procedures therefor, the applicable WHOIS database identifies Assignee as the registrant of the Assigned Domain Names, and the Assignee has administrative and technical access to the Assigned Domain Names and sole control over where the Assigned Domain Name point.

(b) Assignment of Trademarks. Assignors hereby irrevocably sell, assign, transfer, convey, grant, and deliver to Assignee all worldwide rights, title and interests including, without limitation, Intellectual Property rights, in, to, and under all of the following, all free and clear of all Encumbrances other than Permitted Encumbrances:

(i) all Trademarks included in the Purchased Assets, including, without limitation, those described or identified on Schedule 2 to this Agreement (collectively, the “Assigned Marks”);

(ii) all pending applications or active registrations (including, without limitation, all renewals or extensions of such applications and registrations) related to the Assigned Marks (including, without limitation, those identified on Schedule 2 to this Agreement) and including, without limitation, the use-based trademark application LRPC is required to file pursuant to Section 7.2(h) of the Purchase Agreement (immediately and automatically upon LRPC’s filing of such application);

(iii) the goodwill of the Business in connection with which the Assigned Marks are used, which is symbolized or represented by the Assigned Marks, and/or which is otherwise related to the Assigned Marks, the Assigned Works and/or the Purchased Assets;

(iv) all rights in any of the foregoing in any country or locality worldwide;

(v) all Trademark licenses and Trademark interests of every kind and nature related to the Business and included in the Purchased Assets;

(vi) all income, royalties, damages, and payments with respect to the foregoing, and all rights, including subsidiary rights associated therewith including, but not limited to, the right to sue and recover damages and payments for past, present, and future infringements, misappropriations, or dilution of any of the foregoing, the right to file applications for and to secure and maintain registrations in any of the foregoing in any jurisdiction in the name of Assignee, and any and all corresponding rights that now or hereafter may be secured throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made.

(c) Assignment of Copyrights. Assignors hereby irrevocably sell, assign, transfer, convey, grant, and deliver to Assignee all worldwide rights, title, and interests including, without limitation, Intellectual Property rights, in, to, and under all of the following, all free and clear of all Encumbrances other than Permitted Encumbrances:

(i) all Works and Software included in the Purchased Assets, and all copyrights and author’s rights, whether published or unpublished, included in the Purchased Assets including, without limitation, all Intellectual Property rights in the Works set forth on Schedule 3 to this Agreement and all Works based upon,

derived from, or incorporating such Works (the “Assigned Works”);

(ii) all manifestations of such copyrights and author’s rights in Assignors’ possession, custody, or control that are included in the Purchased Assets, including, without limitation, websites, software, source codes, marketing materials, articles, data, pamphlets and other publications whether in tangible or electronic form;

(iii) any and all copyright registrations or copyright applications covering the Assigned Works, whether currently in force or obtained hereafter, and any renewals and extensions thereof that may be secured under all laws now or hereafter in force;

(iv) all copyright licenses and copyright interests of every kind and nature related to the Business and included in the Purchased Assets;

(v) any and all materials that are included in the Purchased Assets and in which or on which such Assigned Works are embodied, contained, or expressed.

(vi) all income, royalties, damages, and payments with respect to the foregoing, and all rights, including subsidiary rights associated therewith including, but not limited to, the right to sue and recover damages and payments for past, present, and future infringements, misappropriations, or dilution of any of the foregoing, the right to file applications for and to secure and maintain registrations in any of the foregoing in any jurisdiction in the name of Assignee, and any and all corresponding rights that now or hereafter may be secured throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made.

The foregoing assignment expressly includes all rights of reproduction based upon the Assigned Works, the right to prepare any derivative works based on the Assigned Works, the right to distribute copies of the Assigned Works to the public by sale or other transfer of ownership or by rental, lease, or lending, the right to perform the Assigned Works publicly and to display the Assigned Works publicly and any and all materials that are included in the Purchased Assets and in which or on which the Assigned Works are embodied, contained, or expressed, all goodwill of the Business in connection with which the Assigned Works are used, and/or which is embodied in the Assigned Works or which is otherwise related to the Assigned Works. Assignors understand that the Works may be modified or altered and expressly waive, to the fullest extent permitted per applicable Law, and as against any Person (including Assignee and its successors and assigns) any rights of attribution or integrity or other rights in the nature of moral rights for all uses of the Works.

(d) Assignment of Other Intellectual Property Assets. Assignors hereby irrevocably sell, assign, transfer, convey, grant, and deliver to Assignee all worldwide rights, title, and interests including, without limitation, Intellectual Property rights in, to,

and under all other Intellectual Property comprising the Intellectual Property Assets including, without limitation, the Intellectual Property identified on Schedule 4 attached hereto, all free and clear of all Encumbrances other than Permitted Encumbrances, including, without limitation, all income, royalties, damages, and payments with respect to the foregoing, and all rights, including subsidiary rights associated therewith including, but not limited to, the right to sue and recover damages and payments for past, present, and future infringements, misappropriations, or dilution of any of the foregoing, the right to file applications for and to secure and maintain registrations in any of the foregoing in any jurisdiction in the name of Assignee, and any and all corresponding rights that now or hereafter may be secured throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made.

3. Recordation. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and/or the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in all applicable jurisdictions (including any applicable Governmental Authority), to record and register this Agreement upon request by Assignee and hereby authorizes Assignee to request the relevant Governmental Authority in each applicable country or jurisdiction to record Assignee as the assignee and owner of the Intellectual Property Assets, as applicable, and hereby consents to such recordal.

4. Further Assurances. At any time on and following the Closing Date, Assignors shall, at Assignee's reasonable request and at Assignors' cost and expense, take any and all reasonable steps or actions, and execute, acknowledge and deliver to Assignee any and all future papers, instruments, and/or documents necessary or desirable in order to effect the sale, transfer, assignment, conveyance, grant and delivery to Assignee, of the Intellectual Property Assets as contemplated by this Agreement and the Purchase Agreement. Without limiting the generality of the immediately foregoing sentence, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably requested by Assignee or otherwise necessary or desirable to effect, evidence or perfect the assignment of all or any portion of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

5. Recitals. The recitals set forth above are incorporated in this Agreement by reference thereto and made a part of this Agreement.

6. This Agreement Subject to Purchase Agreement. This Agreement shall in all respects be subject to the Purchase Agreement. Without limiting the generality of the immediately foregoing sentence, Article IX of the Purchase Agreement shall apply to this Agreement, *mutatis mutandis*. The Parties to this Agreement acknowledge and agree that the representations, warranties, covenants, agreements, indemnities and other provisions contained in the Purchase Agreement shall not be superseded by this Assignment, but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.

7. No Further Use or Registration. Subject to the terms of the Purchase Agreement, as of the Closing Date, as between the Parties, Assignee shall, as the sole owner of the Intellectual Property Assets, have the exclusive right to use such Intellectual Property Assets and Assignors shall immediately cease and desist from all use of the Intellectual Property Assets for any purpose and shall refrain from filing, maintaining, prosecuting, or otherwise obtaining any application, registration, or issuance for any Intellectual Property Asset.

**[SIGNATURE PAGE FOLLOWS]**




IN WITNESS WHEREOF, Assignors and Assignee, intending to be legally bound by this Intellectual Property Assignment Agreement, have duly executed by their authorized representatives this Intellectual Property Assignment Agreement.

**ASSIGNOR:**

LRP CONFERENCES, LLC

By:   
Name: Kenneth F. Kahn  
Title: President

LRP PUBLICATIONS, INC.

By:   
Name: Kenneth F. Kahn  
Title: President

LRP MAGAZINE GROUP

By: LRP Publications, Inc.  
Its: General Partner

By:   
Name: Kenneth F. Kahn  
Title: President

**ASSIGNEE:**

THE INSTITUTES, LLC

By: \_\_\_\_\_  
Name: Peter L. Miller  
Title: President & CEO

*Signature Page to Intellectual Property Assignment Agreement*

IN WITNESS WHEREOF, Assignors and Assignee, intending to be legally bound by this Intellectual Property Assignment Agreement, have duly executed by their authorized representatives this Intellectual Property Assignment Agreement.

ASSIGNOR:

LRP CONFERENCES, LLC

By: \_\_\_\_\_

Name: Kenneth F. Kahn

Title: President

LRP PUBLICATIONS, INC.

By: \_\_\_\_\_

Name: Kenneth F. Kahn

Title: President

LRP MAGAZINE GROUP

By: LRP Publications, Inc.

Its: General Partner

By: \_\_\_\_\_

Name: Kenneth F. Kahn

Title: President

ASSIGNEE:

THE INSTITUTES, LLC

By:  \_\_\_\_\_

Name: Peter L. Miller

Title: President & CEO

*Signature Page to Intellectual Property Assignment Agreement*

**SCHEDULE 1**

**TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**CERTAIN ASSIGNED DOMAIN NAME REGISTRATIONS**

<u>Domain Name</u>	<u>Registrar</u>	<u>Expiration Date</u>
ergoexpo.com	Network Solutions	August 8, 2021
ergoexpo.net	Network Solutions	January 25, 2021
ergoexplos.com	Network Solutions	October 21, 2020
riskandinsurance.com	Network Solutions	January 18, 2020
riskandinsuranceawards.com	Network Solutions	August 18, 2020
riskandinsuranceawards.net	Network Solutions	August 18, 2020
riskinnovator.com	Network Solutions	April 18, 2020
riskinnovator.net	Network Solutions	April 18, 2020
riskmediakit.com	Network Solutions	August 31, 2020
riskmediakit.net	Network Solutions	August 31, 2020
riskscenarios.com	Network Solutions	January 28, 2020
riskscenarios.net	Network Solutions	January 28, 2020
wconference.com	Network Solutions	November 10, 2020
workerscompforum.net	Network Solutions	October 20, 2020

## SCHEDULE 2

### TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

#### CERTAIN ASSIGNED MARKS

##### **Registered Trademarks and Pending Trademark Applications:<sup>1</sup>**

- (a) U.S. Trademark Reg. No. 4,681,201 for ERGOEXPO, owned by LRP Conferences, LLC and registered on February 3, 2015.
- (b) U.S. Trademark Reg. No. 2,866,316 for NATIONAL WORKERS' COMPENSATION AND DISABILITY CONFERENCE, owned by LRP Publications, Inc. and registered on July 27, 2004.
- (c) U.S. Trademark Reg. No. 3,798,474 for WORKERSCOMP FORUM and Design, owned by LRP Publications, Inc. and registered on June 8, 2010.
- (d) U.S. Trademark Reg. No. 3,798,475 for POWER BROKER, owned by LRP Publications, Inc. and registered on June 8, 2010.
- (e) U.S. Trademark Reg. No. 3,712,041 for R&I ONE, owned by LRP Publications, Inc. (a Florida corporation) and registered on November 17, 2009.
- (f) U.S. Trademark Reg. No. 3,798,476 for RESPONSIBILITY LEADER, owned by LRP Publications, Inc. and registered on June 8, 2010, and corrected on May 30, 2017.
- (g) U.S. Trademark Reg. No. 4,113,924 for RISK & INSURANCE, owned by LRP Publications, Inc. and registered on March 20, 2012.
- (h) U.S. Trademark Reg. No. 4,132,659 for RISK CENTRAL, owned by LRP Publications, Inc. and registered on April 24, 2012, and corrected on September 12, 2017.

##### **Cancelled Trademark Registrations and Abandoned Trademark Applications:<sup>2</sup>**

- (a) U.S. Trademark Reg. No. 1,778,549 for NATIONAL WORKERS' COMPENSATION AND DISABILITY CONFERENCE, owned by LRP Publications, Inc. and registered on June 22, 1993, and cancelled on February 12, 2016.
- (b) U.S. Trademark Reg. No. 1,643,197 for RISK & INSURANCE, owned by LRP Magazine Group and registered on April 30, 1991, and cancelled on January 22, 2016.

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<sup>1</sup> Includes registrations, applications, Trademarks and associated goodwill.

<sup>2</sup> Includes any residual goodwill associated with these applications, registrations, and associated Trademarks.

## Unregistered Trademarks

- (a) All unregistered Trademarks owned or purported to be owned by the Sellers and used in connection with the Business (excluding LRP PUBLICATIONS, INC., LRP MEDIA GROUP, LRP CONFERENCES, LLC, LRP MAAZINE GROUP, and/or any design marks or logos including these terms) and any and all associated goodwill, including, without limitation:
- (1) NATIONAL ERGONOMICS CONFERENCE & ERGOEXPO and Design
  - (2) NATIONAL ERGONOMICS CONFERENCE & ERGOEXPO
  - (3) NATIONAL ERGONOMICS CONFERENCE
  - (4) &BRAND STUDIO
  - (5) &BRAND STUDIO and Design
  - (6) & Design
  - (7) 5 THINGS
  - (8) INSIGHTS
  - (9) RISK SCENARIOS
  - (10) RISKSCENARIOSLIVE!
  - (11) RISKSCENARIOSLIVE! and Design
  - (12) THE DAILY LIST
  - (13) RISING STARS
  - (14) RISK ALL STARS
  - (15) CATASTROPHE
  - (16) GLOBAL RISKS
  - (17) THE FIRST. THE LARGEST. THE ONLY NATIONAL ERGONOMICS EVENT.
  - (18) ATTENDEES' CHOICE AWARDS
  - (19) ATTENDEES' CHOICE AWARDS and Design
  - (20) NATIONAL WORKERS' COMPENSATION AND DISABILITY CONFERENCE & EXPO and Design
  - (21) NATIONAL WORKERS' COMPENSATION AND DISABILITY CONFERENCE & EXPO
  - (22) TEDDY AWARD
  - (23) TEDDY AWARD and Design
  - (24) TEDDY AWARDS
  - (25) NWCDC
  - (26) ERGO EXPEDITION
  - (27) ERGO EXPEDITION and Design
  - (28) AMPLIFY
  - (29) THE PROFESSION
  - (30) THE RISK MATRIX
  - (31) RISK MATRIX

(32) RISK & INSURANCE (Stylized):

**RISK INSURANCE**