

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM571258

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900543859		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advantage Business Media, LLC		03/31/2020	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CompareNetworks, Inc.		
<b>Street Address:</b>	395 Oyster Point Blvd., Suite 300		
<b>City:</b>	South San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94080		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1648138	LABORATORY EQUIPMENT	
<b>Registration Number:</b>	2655147	BIOSCIENCE TECHNOLOGY	
<b>Registration Number:</b>	2670585	BIOSCIENCE TECHNOLOGY	
<b>Registration Number:</b>	3105395	FORENSIC MAGAZINE	
<b>Registration Number:</b>	3612449	FORENSIC MAGAZINE	
<b>Registration Number:</b>	3779693	DIGITAL FORENSIC INVESTIGATOR	
<b>Registration Number:</b>	3812651	DFI NEWS	
<b>Registration Number:</b>	3812652	DFI NEWS DIGITAL FORENSIC INVESTIGATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6503255572		
<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>	(650) 327-4200		
<b>Email:</b>	dsettle@thoits.com		
<b>Correspondent Name:</b>	Anne E. Senti-Willis		
<b>Address Line 1:</b>	400 Main St., Suite 250		
<b>Address Line 4:</b>	Los Altos, CALIFORNIA 94022		
<b>ATTORNEY DOCKET NUMBER:</b>	21842-005		

<b>NAME OF SUBMITTER:</b>	Anne E. Senti-Willis
<b>SIGNATURE:</b>	/Anne E. Senti-Willis/
<b>DATE SIGNED:</b>	04/09/2020
<b>Total Attachments: 4</b> source=Amended_ and_ Restated_ Bill_ of_ Sale#page1.tif source=Amended_ and_ Restated_ Bill_ of_ Sale#page2.tif source=Amended_ and_ Restated_ Bill_ of_ Sale#page3.tif source=Amended_ and_ Restated_ Bill_ of_ Sale#page4.tif	

## AMENDED AND RESTATED

### BILL OF SALE

This Amended and Restated Bill of Sale is made by Alfred T. Giuliano, solely as chapter 7 trustee of the Bankruptcy estate of Advantage Business Media, LLC ("Seller") in favor of CompareNetworks, Inc., a Delaware corporation ("Buyer"), effective as of August 22, 2019, with reference to the following facts.

### RECITALS

A. Seller has agreed to sell to Buyer and Buyer has agreed to buy from Seller the Estate's right title and interest in and to certain of the assets which were used in the conduct of the business of Advantage Business Media, LLC, and which are listed on Exhibit "A" attached hereto (the "Assets"), pursuant to the terms of that certain asset purchase agreement dated as of August 7, 2019, by and between Buyer and Seller (the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

B. The purchase price for the Assets is shown on Exhibit A.

C. Seller previously executed a Bill of Sale dated effective as of the date set forth above ("Prior Bill of Sale") to evidence Seller's transfer of the Assets to Buyer, but Buyer has requested that this Amended and Restated Bill of Sale be signed by Seller to describe with more particularity the Assets listed on the attached Exhibit A.

D. Seller desires to execute this Amended and Restated Bill of Sale to replace and supersede in its entirety the Prior Bill of Sale, and upon the execution hereof by Seller and Buyer, the Prior Bill of Sale will no longer be of any force or effect and will be replaced and superseded by this Amended and Restated Bill of Sale.

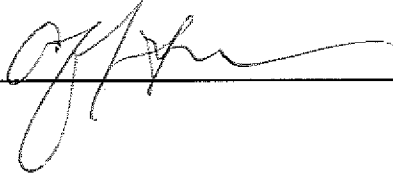
Now, **THEREFORE**, for and in consideration of the purchase price, Seller hereby grants, conveys, transfers, assigns, sells, and delivers to Buyer all of the Estate's right, title and interest in and to the Assets in "as is" condition and "with all faults". Subject to the terms of the Purchase Agreement, at the request and sole expense of Buyer, and any time after the date hereof and without further consideration, Seller will execute and deliver such further instruments of conveyance, assignment, and transfer, and take such action as Buyer may reasonably require to convey the Assets to Buyer.

This Amended and Restated Bill of Sale is subject in all respects to the terms and conditions of the Purchase Agreement, which are incorporated herein by reference. This Amended and Restated Bill of Sale is given to further evidence (and give immediate effect to) the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein.

IN WITNESS WHEREOF, this Amended and Restated Bill of Sale has been executed on this 31<sup>st</sup> day of March 2020, and shall be effective on the date first written above and shall replace and supersede in its entirety the Prior Bill of Sale.

**SELLER:**

**ALFRED T. GIULIANO, Solely as  
chapter 7 trustee of the Bankruptcy Estate  
of Advantage Business Media, LLC**



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**BUYER:**

**COMPARENETWORKS, INC.**



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Paul Gatti, CEO

## **EXHIBIT "A"**

### **ASSETS**

**Domain Names:** *wwwforensicmag.com wwwforensicmag.net*

All Network Solutions Lot #2 Laboratory Equipment Domain Names i.e. laboratoryequipment.com

All GoDaddy Lot#2 Laboratory Equipment Domain Names

All Network Solutions Lot#1 R&D Domain Names

All GoDaddy Lot#1 R&D Domain Names

#### **Other Assets:**

**All user subscription, engagement, and performance information including but not limited to the following:** email addresses, mailing addresses, opt-in, opt-out and subscription dates by user; demographic data (industry description and job title or function) by user; engagement data by user; type of subscription by user (Opt-in E-Newsletter morning or afternoon, E-Blast, Learn, 3rd party email list rental, print magazine, etc.); content engagement data by user (content engaged by user); performance metrics, open and clickthrough information by user and by customer; event attendance lists; customer exhibitor lists; . All in the form of typical data files, i.e. Excel

All content included by not limited to the following: all articles, news stories, videos, images, forum/comments posts, blog posts, content and image associations (captions), etc. Organized by date of production, author, and brand. Include performance metrics by content piece.

All customer information and lists included, but not limited to the following: CRM contact information, customer contact information, sales by customer by month, digital performance metrics by campaign by customer, etc.

All sales and marketing content and materials. All process and operational related documentation.



All trademarks listed on Schedule I attached to this Exhibit A, and any applications and registrations therefor, together with the goodwill pertaining thereto, and all copyrights of the debtor, to the extent they exist.

No contracts, leases or liabilities will be assumed or purchased by the Buyer.

For the Purchase Price of \$145,000.

**Schedule I**

**Trademarks**

No.	Trademark	Image (if a non-standard character mark)	Serial Number	Registration Number
1.	LABORATORY EQUIPMENT	N/A	74069501	1648138
2.	BIOSCIENCE TECHNOLOGY	BIOSCIENCE TECHNOLOGY	76309762	2655147
3.	BIOSCIENCE TECHNOLOGY	BIOSCIENCE TECHNOLOGY	76310536	2670585
4.	FORENSIC MAGAZINE	N/A	78710855	3105395
5.	FORENSIC MAGAZINE		78710896	3612449
6.	DIGITAL FORENSIC INVESTIGATOR	N/A	77657425	3779693
7.	DFINEWS	N/A	77657387	3812651
8.	DFI NEWS DIGITAL FORENSIC INVESTIGATOR		77657449	3812652