

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587233

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900550044		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G3 Communications, Inc.		11/01/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Emerald Expositions, LLC		
Also Known As:	Emerald X, 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: 2			
Property Type	Number	Word Mark	
Registration Number:	4616016	DEMAND GEN REPORT	
Registration Number:	4573837	RETAIL TOUCHPOINTS	
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:	Kimberly Barr 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:	Kimberly Barr		
SIGNATURE:	/Kimberly Barr/		
DATE SIGNED:	07/17/2020		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment"), dated as of November 1, 2019 (the "Effective Date"), is entered into by and between G3 Communications, Inc., a New Jersey corporation ("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 by and among Buyer, Seller, and Andrew Gaffney (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 identified on Schedule A attached hereto ("Assigned Trademarks") and those certain internet domain name registrations identified on Schedule B attached hereto ("Assigned Domain Names").

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. Recordation and Authorization.

- a. Seller hereby authorizes and requests that the Commissioner for Trademarks 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 and Assigned Domain Names.
- 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 4(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 reasonably 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.

5. Governing Law. Any disputes arising out of or in any way relating to this Assignment or the transactions contemplated hereby 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 Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

6. Jurisdiction; Court Proceedings; Waiver of Jury Trial. Any Proceeding against any party to this Assignment arising out of or in any way relating to this Assignment or the transactions contemplated hereby shall be brought in any federal or state court located in the County of New Castle, State of Delaware 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 New Castle, State of Delaware, (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 this Assignment. Nothing in this Section 6 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.**

7. Counterparts; Delivery by Facsimile or PDF. 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. This Assignment and any signed agreement or instrument entered into in connection with this Assignment, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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. This Assignment is made without representation and warranty except as provided in or pursuant to 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.

[Signature Pages Follow]

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

SELLER:

G3 COMMUNICATIONS, INC.

By: 

Name: Andrew Gaffney


Title: President

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 006997 FRAME: 0006

BUYER:

EMERALD EXPOSITIONS, LLC

By 
Name: Eric Lisman
Title: Executive Vice President - Corporate
Development

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 006997 FRAME: 0007

**SCHEDULE A
ASSIGNED TRADEMARKS**

<u>Mark</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>App/Reg. No.;</u> <u>App/Reg. Date</u>
DEMAND GEN REPORT	Registered	United States	4,616,016 Oct. 7, 2014
RETAIL TOUCHPOINTS	Registered	United States	4,573,837 July 22, 2014

**SCHEDULE B
ASSIGNED DOMAIN NAMES**

abminaction.com
b2bmarketing.exchange
b2bmarketing.news
b2bmarketingexchange.com
b2bmx.co
b2bsalesmarketing.exchange
b2bsalesmarketingexchange.com
b2bsmx.co
BTOBXCHANGE.COM
BTOBXCHANGE.NET
BTOBXCHANGE.ORG
CHANNELMARKETERREPORT.COM
CLIENTEQUITYREPORT.COM
CONTENT2CONVERSION.COM
CONTENT4DEMAND.COM
CROSSCHANNELNEWSLETTER.COM
CROSSCHANNELRETAIL.NET
CUSTOMERENGAGEMENTEVENT.COM
CUSTOMEREQUITYREPORT.COM
DECISIONTREELABS.BIZ
DECISIONTREELABS.COM
DECISIONTREELABS.NET
DEMANDCREATIONSPECIALIST.COM
DEMANDCREATIONSPECIALISTS.COM
DEMANDCREATIONSPECIALISTSTRATEGIES.COM
DEMANDCREATIONSTRATEGIES.COM
DEMANDGENBUYERSGUIDE.COM
DEMANDGENREPORT.BIZ
DEMANDGENREPORT.COM
DEMANDGENREPORT.INFO
DEMANDGENREPORT.NET
DEMANDGENREPORT.ORG
DEMANDGENREPORT.TV
DG-R.CO
EDUCATIONAL-CONTENT.COM
G3DESIGNCHECKLIST.INFO
GROWTHCURVEREPORT.COM
GTHREECOM.COM
gthreecom.email
HEALTHCARETOUCHPOINTS.COM
INTERACTIVEDESIGNINTEL.COM
MARKETING-ID.NET
MARKETINGID.NET

MARKETINGINSIGHTSANDDATA.COM
NEXTGENRETAIL.COM
NEXTGENRETAIL.NET
RETAILCRM.NET
RETAILINNOVATIONCONFERENCE.COM
RETAILLOYALTY.NET
RETAILTOUCHPOINTS.COM
retailtouchpoints.live
RETAILTOUCHPOINTS.NET
RETAILTOUCHPOINTS.ORG
RETAILTOUCHPOINTS.TV
retailtouchpointslive.com
REVGENACADEMY.COM
ric19.live
RUINDEMAND.COM
STOREOPS.NET
STOREOPSSPECIALISTS.COM
rtou.ch