

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Government Marketing University, LLC		07/14/2021	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Government Executive Media Group LLC		
Street Address:	600 New Hampshire Ave NW		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20037		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6332141	GOVERNMENT MARKETING UNIVERSITY	
Serial Number:	90461390		
CORRESPONDENCE DATA			
Fax Number:	2027789001		
	<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:	2027789000		
Email:	WATrademarks@klgates.com, susan.kayser@klgates.com, kilsy.baird@klgates.com, lauren.burke@klgates.com		
Correspondent Name:	Susan M. Kayser		
Address Line 1:	1601 K Street, N.W.		
Address Line 2:	K&L Gates LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	0314462.00001		
NAME OF SUBMITTER:	Susan M. Kayser		
SIGNATURE:	/Susan M. Kayser/		
DATE SIGNED:	08/10/2021		
Total Attachments: 12			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Intellectual Property Assignment”), is by and between Government Executive Media Group LLC, a Delaware limited liability company (the “Buyer” or “Assignee”), and Government Marketing University, LLC, a Virginia limited liability company (the “Seller” or “Assignor”).

Recitals

A. The parties hereto are parties to that certain Asset Purchase Agreement, dated as of July 14, 2021 (the “Purchase Agreement”).

B. Pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, and convey to Buyer, among other assets, the Intellectual Property and Domain Names and has agreed to execute and deliver this Intellectual Property Assignment.

C. This Intellectual Property Assignment is being executed and delivered for the purpose of effectuating the transfer and assignment of the Intellectual Property and Domain Names from Seller to Buyer.

Transfer and Agreement

1. Recitals; Definitions. The parties hereby affirm the accuracy of the recitals set forth above. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the Purchase Agreement, Assignor hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Assignor’s right, title, and interest in and to any and all of the following in any jurisdiction throughout the world (the “Assigned Intellectual Property”): all intellectual property and industrial property rights, and other similar proprietary rights, and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the laws, treaties, or conventions of any jurisdiction throughout the world, whether registered (including registrations listed on Exhibit A) or unregistered, including any and all:

(a) trademarks, service marks, trade names as specified in the attached **Schedule 1A** (including without limitation the name “**Government Marketing University**”), together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing), brand names, corporate names, logos, slogans, trade dress, design rights and other similar designations of source, sponsorship, association, or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing;

(b) works of authorship, compilations, expressions, designs and design registrations as specified in the attached **Schedule 1B**, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights;

(c) internet domain names as specified in the attached Schedule 1C (including without limitation “**www.governmentmarketinguniversity.com**” and “**www.gmarku.com**”), whether or not trademarked or registered in any top-level domain by any authorized private registrar or governmental authority, web addresses, web pages, websites, and related content, accounts and/or social media handles with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and the rights of privacy and publicity, and URLs;

(d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, formulas, methods, processes, data collections and other confidential and proprietary information and all rights therein;

(e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor’s certificates, petty patents and patent utility models);

(f) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) all rights to any Actions of any nature available to or being pursued by Assignor to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.

3. Recordation; Further Acts. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Intellectual Property Assignment upon request by Buyer. Following the date hereof, Assignor, for itself and its successors and assigns, does hereby agree that it will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, transfers, assignments, and assurances as Buyer, or its successors and assigns, shall reasonably require in order to carry out the purpose of this Intellectual Property Assignment, including (a) the execution of any documents, files, registrations, or other similar items and (b) the submission of any transfer requests, verification codes, or other authorizations that may be required to ensure that the Assigned Intellectual Property is properly assigned and transferred to Buyer, or its successors and assigns.

4. Terms of Purchase Agreement. The terms of the Purchase Agreement, including without limitation any representations, warranties, covenants, agreements, and indemnities relating to the Assigned Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. This Intellectual Property Assignment is not intended to enlarge or reduce the rights of the parties under the Purchase Agreement, but is intended to carry out the terms therein.

5. Governing Law. This Intellectual Property Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

7. Severability. If any provision of this Intellectual Property Assignment is deemed invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render it valid, legal, and enforceable, and, in the event no such limiting construction is possible, the invalid, illegal, or unenforceable provision shall be deemed severed from this Intellectual Property Assignment without affecting the validity or enforceability of any other provision of this Intellectual Property Assignment or invalidating or rendering unenforceable such provision in any other jurisdiction.

8. Counterparts; Electronic Copies. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

[Signatures on following page.]

WHEREOF, the parties hereto have signed this Intellectual Property Assignment as of the date first written above.

AGREED AND ACCEPTED:

**GOVERNMENT MARKETING
UNIVERSITY, LLC,**
a Virginia limited liability company,

AGREED AND ACCEPTED:

**GOVERNMENT EXECUTIVE MEDIA
GROUP LLC,**
a Delaware limited liability company,

By: Lou Anne Brossman

Name: Lou Anne Brossman

Title: CEO and Founder

Date: 7.27.21

DocuSigned by:
Matt Flynn
887E480332FA484...

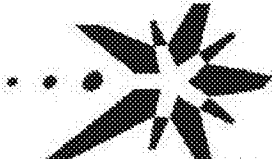
Name: Matthew Flynn

Title: CFO

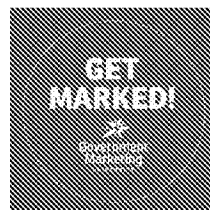
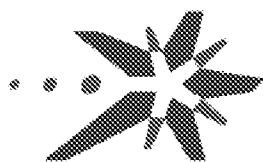
Date: 7/26/2021

[Signature Page to Intellectual Property Assignment]

**Schedule 1A
Trademarks**

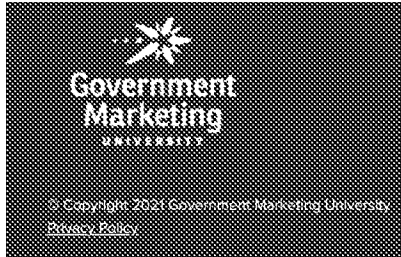
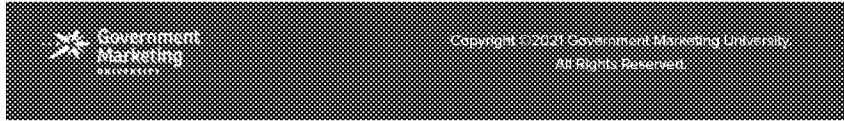
Mark	Serial Number	Registration Number
GOVERNMENT MARKETING UNIVERSITY	88/945,143	6,332,141
	90/461,390	

Common Law Marks



GAIN
GET MARKED!
GAIN GROW ACCELERATE INNOVATE NETWORK

Schedule 1B
Copyrights



Asset	Type	Description	Author	Content Owner	Content URL
GAIN 2021 Sponsorship Prospectus	Prospectus	GAIN 2021 Vendor Sponsorship opportunities	GMarkU	GMarkU	https://thegainconference.com/wp-content/uploads/2021/06/GAIN2021_VirtualProspectus_MECH.pdf
GMarkU Overview	Capabilities Deck	Company Overview detailing offerings and value of GMarkU	GMarkU	GMarkU	Available via meetings with prospects not posted online
GMarkU Sponsorship Prospectus	Prospectus	GMarkU Vendor Sponsorship Opportunities	GMarkU	GMarkU	Available via meetings with prospects not posted online
Marketing Insider Tips - 7 Tip sheets available for download	Channel	Snackable bites of Government Marketing Expertise. Relevant marketing insight and knowledge taken from our Market Chat Radio program that will ensure you are up to date with what you need when you need it.	GMarkU	GMarkU	https://gmarku.com/channel/marketing-insider-tips/
PAO Podcast	Channel	Pre-recorded Podcast Series with Public Affairs Officers at Federal, State and Local Government	GMarkU	GMarkU	https://gmarku.com/channel/pao-podcast-series/

		agencies.			
The Government Huddle	Channel	Pre-recorded Podcast Series with active and former government executives and other industry influencers.	GMarkU	GMarkU	https://gmarku.com/channel/the-government-huddle/
Market Chat!	Channel	Radio program on Federal News Network, episodes date back to 2016	GMarkU	GMarkU	https://gmarku.com/channel/market-chat/
Government Affairs & Public Policy	Channel	Learning Guide: Improving Federal IT Modernization Through Full & Open Competition in Federal Procurement	GMarkU	GMarkU	https://gmarku.com/channel/government-affairs-public-policy/
Visionaries	Channel	Pre-recorded series featuring senior Government Marketing leaders. Done in collaboration with Market Connections.	GMarkU	GMarkU	Coming soon
The Real Talk	Channel	Pre-recorded Podcast series breaking down Federal policies and mandates.	GMarkU	GMarkU	https://gmarku.com/channel/the-real-talk/
The Federal View	Channel	Pre-recorded Podcast series talking about hot topics in Federal.	GMarkU	GMarkU	https://gmarku.com/channel/the-federal-view/
Industry Experts	Channel	Sponsored content. Pre-recorded webinars available on-demand to website visitors.	GMarkU	GMarkU	https://gmarku.com/channel/industry-experts/
Ideation	Virtual Meet Up	Weekly virtual meeting up of government marketers discussion various top of mind topics. Led by Mark Amtower and Chris Parente.	GMarkU	GMarkU	https://gmarku.com/learn/ideation/
Vendor Marketplace	Directory	Listing of 3rd party vendors that provide services in support of	GMarkU	GMarkU	https://gmarku.com/connect/vendor-marketplace/

		Government Marketers.			
The Beat eNewsletter	Newsletter	Monthly newsletter distributed to GMarkU database	GMarkU	GMarkU	https://gmarku.com/connect/the-beat-enewsletter/
LinkedIn and Social Selling - Part One	Training Course	"LinkedIn has become an integral part of the GovCon ecosystem. It allows both individuals and companies to brand, develop SME positions, build and communicate with carefully defined networks and much more. This training session will provide you the foundation upon which you can build a successful presence on LinkedIn- setting your goals and building a profile predicated on your goals."	Mark Amtower	Mark Amtower (Marketplace Agreement)	https://event.on24.com/wcc/r/3087575/752C7FF7D2D8FCB9F22DCEF242CE6777
LinkedIn and Social Selling - Part Two	Training Course	LinkedIn has become an integral part of the GovCon ecosystem. It allows both individuals and companies to brand, develop SME positions, build and communicate with carefully defined networks and much more. This is a relationship driven market. LinkedIn is the primary place to grow your network and manage your relationships. This training session will share strategies for both incoming	Mark Amtower	Mark Amtower (Marketplace Agreement)	https://event.on24.com/wcc/r/3112343/B95C23220773EA03A9140612EF4B30FD

		connection requests and tips and tactics for your prospecting to grow your network.			
LinkedIn and Social Selling - Part Three	Training Course	LinkedIn has become an integral part of the GovCon ecosystem. It allows both individuals and companies to support their brand, develop SME positions, build and communicate with care	Mark Amtower	Mark Amtower (Marketplace Agreement)	https://event.on24.com/wcc/r/3087667/CF641C98D138E5E5AFEB41B764246D0D
Agency Based Marketing 101	Training Course	Learn the knowledge to really make Agency Based Marketing work for you, your team, and your company - whether you're a novice or an experienced government marketer.	Lou Anne Brossman	GMarkU	Coming soon
State and Local 101	Training Course	With over 95,000 state & local government entities, the SLG market requires both mass marketing tactics and targeted account sales tactics. In this course, you will learn how to find the best practices.	Tim Karney	Tim Karney (Marketplace Agreement)	Coming soon
Digital Marketing 101	Training Course	Custom training produced for Canadian Embassy. Will repurpose for future sale.	Ralph Altman	GMarkU (Faculty Agreement)	https://gmarku.com/emba/ssyofcanada/
Creative Brief Template	Tool	A creative brief is an important document used to outline the strategy of a project or campaign. It contains important project details	GMarkU	GMarkU	Coming soon

		including the project's purpose, goals, requirements,			
Event Landing Page Template	Tool	The way to ensure your events consistently highlight your company's brand is to use "Repeatable Process Driven Marketing" tools such as our Event Landing Page Template.	GMarkU	GMarkU	Coming soon
Marketing Plan Template	Tool	Creating a quarterly or annual government marketing plan can be daunting. Make it easier on yourself by using our pre-defined government marketing plan template. Be able to highlight your	GMarkU	GMarkU	Coming soon
Marketing Plan: Annual Budget Spend Template	Tool	This template will expedite your efforts to define your annual (or quarterly) marketing budgets. It will also give you the industry validation you may need when explaining to your marketing lead	GMarkU	GMarkU	https://gmarku.com/learn/tools-and-resources/
DoD Marketing	Training Course	Learn the knowledge needed to create focused and award-winning DoD Marketing Campaigns that will result in leads and marketing driven pipeline!	Lou Anne Brossman	GMarkU	https://event.on24.com/wcc/r/2969802/A2B3E0355C1E4EDDB85B8897921642ED
The Science of Marketing Strategy	Awaiting course abstract		Lyndon Johnson	Lyndon Johnson	Coming soon

Leadership Coaching: Mental Fitness Training		If you're not physically fit, you'd feel physical stress as you climb a steep hill. If you're not mentally fit, you'd feel mental stress, such as anxiety, frustration, or unhappiness, as you handle work a	Emily Harmon	Emily Harmon (Marketplace Agreement Pending)	Coming soon
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Schedule 1C
Domain Names

Asset	Type	Description
www.governmentmarketinguniversity.com	Website	Company website
www.gmarku.com	Website	Company website (short)
www.thegainconference.com	Website	Annual conference website
www.governmentmarketingawards.com	Website	GAINer Awards Site
sgeiger@gmarku.com	Email	Office 365
lbrossman@gmarku.com	Email	Office 365
info@gmarku.com	Email	Office 365
careercenter@gmarku.com	Email	Office 365
webadmin@gmarku.com	Email	Office 365
admin@gmarku.com	Email	Office 365
mentor@gmarku.com	Email	Office 365
COI@gmarku.com	Email	Office 365
jlee@gmarku.com	Email	Office 365
healthitmarketing@gmarku.com	Distro List	Office 365
meninmarketing@gmarku.com	Distro List	Office 365
solesurvivor@gmarku.com	Distro List	Office 365
support@gmarku.com	Distro List	Office 365
younggovernmentcommunicators@gmarku.com	Distro List	Office 365
focusgroups@gmarku.com	Distro List	Office 365
GAINsponsor@gmarku.com	Distro List	Office 365
faculty@gmarku.com	Distro List	Office 365
GAINAwardJudges@gmarku.com	Distro List	Office 365