

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHATHAM CAPITAL MANAGEMENT IV, LLC		04/06/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ADVANTAGE INSIGHTS, LLC		
Street Address:	65 GADSDEN STREET		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29401		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4190780	GKIC INSIDER'S CIRCLE	
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:	202-772-9725		
Email:	rterzoli@seyfarth.com		
Correspondent Name:	Roberto S. Terzoli		
Address Line 1:	975 F Street, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	103089-7		
NAME OF SUBMITTER:	Robert Terzoli		
SIGNATURE:	/RST/		
DATE SIGNED:	09/10/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY FORECLOSURE ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY FORECLOSURE ASSIGNMENT AGREEMENT (“IP Assignment”) is made and entered into as of April 6, 2018 (the “Effective Date”), by and among Advantage Insights, LLC, a South Carolina limited liability company (“Assignee”) and Glazer-Kennedy Insider’s Circle, LLC, a Delaware limited liability company (the “GKIC”), and Glazer-Kennedy Publishers, LLC, a Delaware limited liability company (“Publishers,” collectively with GKIC, the “Sellers”), by Chatham Capital Management IV, LLC, a Delaware limited liability company (“Agent”), solely in its capacity as agent for Chatham Investment Fund IV, LLC, a Delaware limited liability company and Chatham Investment Fund QP IV, LLC, a Delaware limited liability company (the “Secured Parties”), pursuant to a power of sale and power of attorney granted to Agent and Secured Parties by Sellers.

W I T N E S S E T H:

WHEREAS, Sellers are hereby executing and delivering this IP Assignment to evidence the vesting in Assignee of all of Sellers’ right, title and interest in and to the Assigned IP, as defined below and set forth in Exhibit A and Exhibit B attached hereto and incorporated herein by reference, for the consideration and on the terms and conditions provided for herein;

WHEREAS, this IP Assignment is executed in connection with a private foreclosure sale (“Private Sale”) of the Assigned IP conveyed hereby and effectuated by Agent, as agent for Secured Parties, on April 6, 2018, pursuant to a power of sale and power of attorney granted by Sellers to Agent and Secured Parties under Section 9-610 of the Uniform Commercial Code and that certain Security Agreement, dated as of May 15, 2014;

WHEREAS, Assignee was the purchaser at the Private Sale;

WHEREAS, the purchase price for the Assigned IP is estimated at \$6,142,043.90 in United States Dollars (the “Purchase Price”), which shall be calculated and paid by Assignee to Agent pursuant to that certain Asset Purchase Agreement, dated April 6, 2018, executed by and between Assignee and Agent (the “APA”).

WHEREAS, this IP Assignment is given by Sellers to Assignee by and through Agent pursuant to a power of sale and power of attorney held by Agent and Secured Parties under Section 9-610 of the Uniform Commercial Code and that certain Security Agreement, dated as of May 15, 2014, and those certain Power of Attorney agreements of even date; and

WHEREAS, this IP Assignment is executed to evidence the vesting in Assignee of all of Sellers’ right, title and interest in and to the Assigned IP and Sellers, by and through Agent, have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, in consideration of the Purchase Price, Sellers hereby irrevocably convey, transfer, and assign to Assignee, on an as is where is basis, without recourse or any representation or warranty expressed or implied, except for those representations and warranties of Agent expressly set forth in favor of Assignee in the APA, and Assignee hereby accepts, all of Sellers’ right, title, and interest in and to the following (the “Assigned IP”):

- a. the trademark registrations and applications of the Sellers set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- b. the copyright registrations of the Sellers set forth on Exhibit B hereto and all issuances, extensions, and renewals thereof;
- c. all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- d. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- e. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future 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

Sellers, by and through Agent, hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Assignee.

Except for those representations and warranties expressly given by Agent to Assignee as set forth in the APA, the interests of Sellers in the Assigned IP are being sold by Agent and accepted by Assignee “AS IS, WHERE IS, WITH ALL FAULTS” and neither Sellers nor Agent or Secured Parties make any warranty or representation as to the (i) existence, quantity, quality, value, location, or nature of any of the Assigned IP, (ii) title to or ownership of any of the Assigned IP, (iii) the priority of Agent or Secured Parties’ security interest in any of the Assigned IP, (iv) warranties of title, merchantability or fitness for a particular purpose, or of any right to possession or quiet enjoyment of the Assigned IP, and the like, or (v) payment of taxes respecting the Assigned IP or whether the Assigned IP are subject to liens securing any taxes or other obligations. Sellers, Agent, and Secured Parties make no representation or warranty as to, and advise that, certain liens, claims and encumbrances may, by operation of law, survive the above-referenced foreclosure sale.

This IP Assignment shall be governed by and construed in accordance with the laws of the State of Georgia.

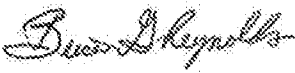
[Signature page follows]

IN WITNESS WHEREOF, Agent, on behalf of Sellers, has caused this IP Assignment to be executed by Sellers pursuant to a power of sale and power of attorney described above, as of the day and year first set forth above.

Glazer-Kennedy Insider's Circle, LLC and
Glazer-Kennedy Publishers, LLC,

By: Chatham Capital Management IV, LLC,
as agent for Chatham Investment Fund IV,
LLC and Chatham Investment Fund QP IV,
LLC

under power of sale

By: 

Brian G. Reynolds
Managing Partner

[Signature Page to Intellectual Property Foreclosure Assignment Agreement]

TRADEMARK
REEL: 007418 FRAME: 0789

EXHIBIT A
TRADEMARKS

Trademark	Application No.	Filing Date	Registration No.	Registered	Status
GKIC INSIDER'S CIRCLE	85/531914	02/02/2012	4190780	08/14/2012	LIVE
GLAZER-KENNEDY PUBLISHING	77/806051	08/17/2009	3770773	04/06/2010	CANCELLED 11/11/2016
GLAZER-KENNEDY PUBLISHING	77/806008	08/17/2009	3770767	04/06/2010	CANCELLED 11/11/2016
INSIDER'S CIRCLE	77/149974	04/05/2007	3680235	09/08/2009	LIVE
MAGNETIC MARKETING	77/603207	10/29/2008	3634666	06/09/2009	LIVE
NO B.S.	78/902678	06/07/2006	3293983	09/18/2007	LIVE
PRO-PUBLISHING	77/805901	08/17/2009	3874584	11/09/2010	CANCELLED 06/16/2016
RENEGADE MILLIONAIRE	77/914860	01/19/2010	3840685	08/31/2010	LIVE
THE PLACE FOR PROSPERITY	77/902069	12/29/2009	3827942	08/03/2010	CANCELLED 03/10/2017
iMARKET	85/487276	12/05/2011	4440748	11/26/2013	LIVE
iMARKET	85/978686	12/5/2011	4329538	04/30/2013	LIVE
GKIC	87/474563	06/05/2017	N/A	N/A	LIVE
RENEGADE ENTREPRENEUR MOVEMENT	87/474560	06/05/2017	N/A	N/A	LIVE
RENEGADE ENTREPRENEUR MOVEMENT	87/474551	06/04/2017	N/A	N/A	LIVE
RENEGADE NATION	87/674184	11/07/2017	N/A	N/A	LIVE

EXHIBIT B
COPYRIGHTS

TITLE	Registration No.	Registered
10 Million-Dollar Secrets	SR0000681659	September 15, 2009
2009 SuperConference	SR0000640908	August 17, 2009
\$252,000 Platinum Meeting	SR0000681658	September 15, 2009
8 Big Ideas	TX0006983730	July 1, 2009
Advanced Magnetic Marketing for the new economy	TX0007377484	May 11, 2011
Big Ticket Area Licensing	SR0000666391	October 16, 2009
Coaching and Consulting Boot Camp	SR0000640906	August 17, 2009
Creative Thinking for Entrepreneurs Workshop	SR0000666255	September 15, 2009
Dan Kennedy's Magnetic Marketing For The Emerging Economy	TX0007348242	March 22, 2011
Dan Kennedy's Renegade Millionaire Systems: Time & Productivity Strategies	SR0000640897	August 17, 2009
Holiday Promotions Swipe File & CD	TX0007008678	July 23, 2009
How to Write Million Dollar Ads, Sales Letters, and Web Marketing Pieces	TX0006983727	May 23, 2009
Influential Writing Workshop	SR0000666397	October 19, 2009
Jumbo Results Entrepreneurial Strategies	SR0000640894	July 24, 2009
Jumbo Results Marketing	SR0000640899	July 24, 2009
Jumbo Results Offline & Online Marketing	SR0000640898	August 17, 2009
Jumbo Results Salesmanship-in-Print	SR0000640901	July 24, 2009
Jumbo Results Speaking for Money	SR0000640911	July 24, 2009
Making Them Believe	TX0007367352	April 15, 2011
Marketing to the Affluent : Finding and Selling to those who are the least and	SR0000666394	October 19, 2009

TITLE	Registration No.	Registered
last affected by price		
No BS logo	VAu000697040	January 3, 2006
Pet Promotions	TX0007063184	October 7, 2009
Renegade Millionaire Retreat	SR0000674572	July 15, 2009
Renegade Millionaire System	SR0000640915	August 17, 2009
Renegade Millionaire Marketing	SR0000640912	July 24, 2009
Social Media Money Magnet	TX0007370612	March 22, 2011
Think to Grow Rich	SR0000672308	October 7, 2009
Ultra Advanced Sales and Persuasion Strategies	SR0000694909	October 7, 2009

Applications

None.