900654429 11/05/2021

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM686013

Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900650525

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premiere Shows, LLC		10/15/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Informa Markets Medica LLC	
Street Address:	1983 Marcus Avenue	
Internal Address:	Ste. 250	
City:	Lake Success	
State/Country:	NEW YORK	
Postal Code:	11042	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	97019057	PREMIERE ORLANDO

CORRESPONDENCE DATA

Fax Number: 2122925391

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: (212) 292-5390

Email: mail@ipcounselors.com
Correspondent Name: EPSTEIN DRANGEL LLP
Address Line 1: 60 EAST 42ND STREET

Address Line 2: SUITE 2520

Address Line 4: NEW YORK, NEW YORK 10165

NAME OF SUBMITTER:	William C. Wright
SIGNATURE:	/WILLIAM C. WRIGHT/
DATE SIGNED:	11/05/2021

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY AND DATABASES

This ASSIGNMENT OF INTELLECTUAL PROPERTY AND DATABASES (this "Assignment") is made this 15th day of October, 2021, by (i) Premiere Shows Holdings LLC, a limited liability company organized under the laws of the State of Delaware, Premiere Beauty Classic, LLC, a limited liability company organized under the laws of the State of Florida, Premiere Shows, LLC, a limited liability company organized under the laws of the State of Delaware, Premiere Birmingham, LLC, a limited liability company organized under the laws of the State of Delaware, and Premiere Orlando, LLC, a limited liability company organized under the laws of the State of Delaware (collectively, the "Assignors" and each, individually, an "Assignor"), on the one hand, to and in favor of (ii) Informa Markets Medica LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee"), on the other hand. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignee and the Assignors are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of even date herewith, pursuant to which the Assignors have agreed to sell to Assignee and Assignee has agreed to purchase from the Assignors the Purchased Assets, including, without limitation, the Intellectual Property Assets and the Databases; and

WHEREAS, Section 3.3.2(e) of the Purchase Agreement contemplates that the Assignors will execute and deliver this Assignment of Intellectual Property and Databases.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. <u>Assignment</u>. Each Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, the transfer and assignment of the entire right, title and interest of such Assignor in and to the Intellectual Property Assets and Databases, including without limitation all of the intellectual property rights associated with each of the items set forth on <u>Exhibit A</u> together with goodwill associated therewith, and all rights to sue for infringement of any of such rights, whether arising prior to or subsequent to the date of this Assignment, the same to be held and enjoyed by the Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment not been made.
- 2. <u>Further Assurances</u>. Each Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that any Assignor fails or is unable to execute such documents, such Assignor hereby appoints Assignee as its attorney-in-fact for the sole purpose of executing such documents.
- 3. <u>Binding Effect; Assignment</u>. This Assignment is binding upon each Assignor, its successors and assigns, and inures to the benefit of Assignee, its successors and assigns.

- 4. <u>Governing Law</u>. This Assignment is governed by the laws of the State of Delaware, without regard to conflicts of laws principles.
- 5. <u>Conflict</u>. This Assignment is being delivered pursuant to, and is subject to the applicable terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail to the extent of such conflict.
- 6. <u>Means of Execution</u>. Delivery of a copy of this Assignment bearing an original signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[Signature page follows]

IN WITTNESS WHEREOF, each Assignor has caused this Assignment to be duly executed as of the day and year written below.

PREMIERE SHOWS HOLDINGS, LLC

Title: Puchel

PREMIERE BEAUTY CLASSIC, LLC

By: Name:

Title:

PREMIERE SHOWS, LLC

Title:

PREMIERE BIRMINGHAM, LLC

Name:

Title:

PREMIERE ORLANDO, LLC

By: Name:

Title:

EXHIBIT A

List of Intellectual Property

Information Classification: General

List of Intellectual Property

- 1. Trade Names:
 - i. Premiere Orlando
 - ii. Premiere Birmingham
 - iii. Premiere Columbus
 - iv. Premiere Philadelphia
- 2. Domain Names:
 - i. Premiereorlandoshow.biz
 - ii. Premierecolumbusshow.biz
 - iii. Premierebirminghamshow.biz
 - iv. Premierephiladelphiashow.biz
 - v. Premiereshows.com
 - vi. Premieredayspa.biz (forwards to Premiere Orlando)
 - vii. Beautyclassicshow.biz (forwards to new Columbus URL)
 - viii. Premiereorlando.premiereshowgroup.com
 - ix. Premierebeautyclassic.premiereshowgroup.com
 - x. Premierebirmingham.premiereshowgroup.com
- 3. Social Media Accounts
 - i. Facebook: https://www.facebook.com/PremiereOrlando
 - ii. Instagram: https://www.instagram.com/premiere_orlando/
 - iii. YouTube:

https://www.youtube.com/channel/UCsszHAaghLda9RAUYU0HzEQ

- iv. Twitter: https://twitter.com/PremiereOrlando
- 4. Trademark Registrations
 - i. Pending USPTO trademark application (Serial No. 97019057) filed 9/9/2021 for "PREMIERE ORLANDO" word mark (claiming first use dating back to August 19, 1990).
 - ii. Florida trademark (Document T21000000922) filed 9/3/2021 for "PREMIERE" word mark (claiming first use dating back to August 19, 1990); owner is Premiere Shows, LLC.
 - iii. Florida trademark (Document T21000000921) filed 9/3/2021 for "premiereORLANDO" logo (claiming first use dating back to August 19, 1990); owner is Premiere Shows, LLC.

premiere RIANDO

TRADEMARK REEL: 007480 FRAME: 0475

Information Classification: General RECORDED: 10/19/2021