

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM746591

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900696792

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Scranton Gillette Communications, Inc.		04/01/2022	Corporation: ILLINOIS
SGC Horizon LLC		04/01/2022	Limited Liability Company: ILLINOIS
Ed Gillette		04/01/2022	INDIVIDUAL: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Endeavor Business Media, LLC
<b>Street Address:</b>	30 Burton Hills Blvd
<b>Internal Address:</b>	Suite 185
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37215
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Serial Number:</b>	73604385	ROADS & BRIDGES
<b>Serial Number:</b>	77085468	WATER QUALITY PRODUCTS
<b>Serial Number:</b>	76255861	TRANSPORTATION MANAGEMENT & ENGINEERING
<b>Serial Number:</b>	77142780	TRANSPORTATION MANAGEMENT & ENGINEERING
<b>Serial Number:</b>	72233835	WATER AND WASTES DIGEST
<b>Serial Number:</b>	85890307	ASPHALT TODAY
<b>Registration Number:</b>	3111621	CONSTRUCTION EQUIPMENT
<b>Registration Number:</b>	1694280	CONSTRUCTION EQUIPMENT

## CORRESPONDENCE DATA

**Fax Number:** 6154690451

*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:** 6154690451

**Email:** kevin@trusttree.com

OP \$50.00 73604385

**Correspondent Name:** Kevin P. Hartley  
**Address Line 1:** 798 Berry Road  
**Address Line 2:** #41400  
**Address Line 4:** Nashville, TENNESSEE 37204

**NAME OF SUBMITTER:** Kevin P. Hartley

**SIGNATURE:** /Kevin P. Hartley/

**DATE SIGNED:** 08/08/2022

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), effective as of April 1, 2022, is made by Scranton Gillette Communications, Inc., an Illinois corporation (“**SGC**”), and SGC Horizon, LLC, an Illinois limited liability company (“**Horizon**”) (“**Seller**”), and Ed Gillette (“**Gillette**”) for the limited purposes set forth therein in favor of Endeavor Business Media, LLC, a Delaware limited liability company (“**Buyer**”), the buyer of certain assets of Sellers pursuant to the Asset Purchase Agreement effective as of April 1, 2022 (the “**Asset Purchase Agreement**”). Capitalized terms not defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain Intellectual Property Assets of Sellers, and have agreed to execute and deliver this Trademark Assignment, which may be recorded with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, the Sellers and Buyer wish to confirm the assignment of the Assigned Trademarks in writing; and

WHEREAS, terms not otherwise defined herein have the meaning assigned to them in the Asset Purchase Agreement.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably and unconditionally convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Sellers’ right, title, and interest in and to the following:

(a) trademarks, service marks, service names, brand names, trade dress, trade names, logos, corporate names and other source or business identifiers, together with all of the goodwill associated with any of the foregoing, and any registrations, applications for registration, renewals and extensions of any of the foregoing, including the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Sellers’ business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Sellers accruing under any of the Assigned Trademarks provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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

(d) any and all claims and causes of action with respect to any of the Assigned Trademarks, 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.

2. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 any other jurisdiction).


[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, Sellers have duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

SGC Horizon, LLC

By:   
Name: Ed Gillette  
Title: Manager

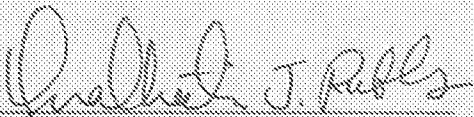
ACKNOWLEDGMENT

STATE OF ILLINOIS

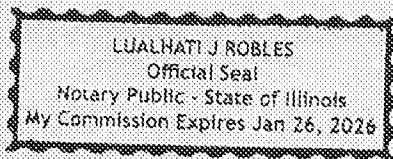
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COUNTY OF COOK

On the 11<sup>th</sup> day of April, 2022, before me personally appeared Ed Gillette, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Manager of SGC Horizon, LLC the corporation described, and acknowledged the instrument to be his free act and deed/the free act and deed of SGC Horizon, LLC for the uses and purposes mentioned in the instrument.

  
Notary Public  
Printed Name: Lualhati J. Robles

My Commission Expires: Jan 26, 2026



AGREED TO AND ACCEPTED:

**BUYER:**

Endeavor Business Media, LLC

By: Chris Ferrell  
Name: Chris Ferrell  
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

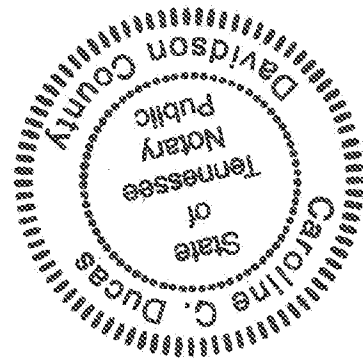
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On the 1 day of April, 2022, before me personally appeared Chris Ferrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Endeavor Business Media, LLC the limited liability company described, and acknowledged the instrument to be his free act and deed/the free act and deed of Endeavor Business Media, LLC for the uses and purposes mentioned in the instrument.

Caroline C. Ducas

Notary Public  
Printed Name: Caroline C. Ducas

My Commission Expires: March 3, 2025



Signature Page to Copyright Assignment Agreement

**SCHEDULE 1**  
**Assigned Trademarks**

Mark	Goods and Services	Serial No.	Filing date	Country	Reg. No.	Reg. Date
ROADS & BRIDGES	Monthly magazine concerned with the road construction industry	73/604,385	6/16/1986	US	1,423,886	1/6/1987
WATER QUALITY PRODUCTS	Publication, namely, a magazine providing product and business source information relating to water	77/085,468	1/18/2007	US	3,311,223	10/16/2007
TRANSPORTATION MANAGEMENT & ENGINEERING	Business magazine targeted to traffic and transit system planners, designers, engineers, managers and government officials	76/255,861	5/14/2001	US	2,551,357	3/19/2002
TRANSPORTATION MANAGEMENT & ENGINEERING	Business magazine targeted to traffic and transit system planners, designers, engineers, managers and government officials	77/142,780	3/28/2007	US	3,297,165	9/25/2007
WATER and WASTES DIGEST	Periodical Trade Newspaper	72/233,835	12/2/1965	US	830,185	6/13/1967
ASPHALT TODAY	Printed publications in the nature of a trade publication, namely, a section of a magazine featuring information in the field of road construction	85/890,307	3/29/2013	US	4,428,803	11/5/2013
STORM WATER SOLUTIONS	Periodic Publication in the Nature of Magazines in the Field of Stormwater Control.			US		
CONSTRUCTION EQUIPMENT	Providing on-line information and news in the field of construction directly to builders and contractors via the internet	78/621,235	5/2/2005	US	3,111,621	7/4/2006
CONSTRUCTION EQUIPMENT	Magazine concerning products and services for the construction industry	74/043,684	3/29/1990	US	1,694,280	6/16/1992