

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PENNSYLVANIA CHRISTMAS SHOW INC.		06/14/2022	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MARKETPLACE EVENTS LLC		
Street Address:	2000 Auburn Drive Suite 200		
City:	Beachwood		
State/Country:	OHIO		
Postal Code:	44122		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97411662	THE PENNSYLVANIA CHRISTMAS & GIFT SHOW	
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:	2123602307		
Email:	kweiner@kellyweinerlaw.com		
Correspondent Name:	Kelly Weiner		
Address Line 1:	511 Avenue of the Americas, Suite 4078		
Address Line 4:	New York, NEW YORK 10011		
NAME OF SUBMITTER:	Kelly Weiner		
SIGNATURE:	/kellyweiner/		
DATE SIGNED:	09/23/2022		
Total Attachments: 3			
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OP \$40.00 97411662

EXHIBIT 5.2.3

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT dated as of June 14, 2022, is

made **BETWEEN:**

PENNSYLVANIA CHRISTMAS SHOW INC., a Pennsylvania corporation ("**Assignor**")

- and -

MARKETPLACE EVENTS LLC, a Delaware limited liability company ("**Assignee**")

WHEREAS Assignor and Assignee are parties to an Asset Purchase Agreement dated April 14, 2022, (the "**Asset Purchase Agreement**") pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Acquired Assets (as defined in the Asset Purchase Agreement);

WHEREAS the Acquired Assets include the trademarks, service marks, and registrations therefor and applications for registrations thereof, listed in Appendix A attached hereto (collectively, the "**Marks**");

WHEREAS Assignor and Assignee have agreed to execute and deliver this Agreement pursuant to Sections 5.2.3 and 5.3.3 of the Asset Purchase Agreement; and

WHEREAS capitalized terms used in this Agreement and not otherwise defined have the meanings specified in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. **Assignment of Marks.** Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title, interest and benefit in and to the Marks, together with: (1) the goodwill of the Business symbolized thereby; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for future infringements and misappropriations of the Marks; and (3) all rights to sue for present and future infringements or misappropriations of the Marks.
2. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or electronic form and the parties adopt any signatures received by a receiving fax machine or other electronic form as original signatures of the parties.

[Signature page to follow]

As of the day and year above written, the parties hereto have duly executed this Assignment.

SIGNED for and on behalf of

MARKETPLACE EVENTS LLC



Name: Mark White

Title: Chief Financial Officer

I have the authority to bind the company

SIGNED for and on behalf of

**PENNSYLVANIA CHRISTMAS SHOW
INC.**



Name: Patricia Mahoney

Title: President

I have the authority to bind the company

[Signature page to the Trademark Assignment Agreement]

APPENDIX A
INTELLECTUAL
PROPERTY

REGISTERED/APPLIED FOR:

Trademark	App./Reg. No.	Status
THE PENNSYLVANIA CHRISTMAS & GIFT SHOW	App. No. 97411662	Pending

UNREGISTERED:

CHRISTMAS...IT'S ALL HERE!

