

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779728

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|---|--|-----------------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Overland Expo | FORMERLY Lodestone Events, LLC | 01/09/2023 | Limited Liability Company: INDIANA |
| RECEIVING PARTY DATA | | | |
| Name: | Emerald X, LLC | | |
| Street Address: | 100 Broadway | | |
| Internal Address: | 14th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6914598 | OUTSIDE ADVENTURE EXPO | |
| Registration Number: | 5889880 | OVERLAND EXPO | |
| Serial Number: | 90453211 | OUTSIDE ADVENTURE EXPO 2*** | |
| 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: | 2128598000 | | |
| Email: | teas@friedfrank.com | | |
| Correspondent Name: | Kimberly Mihovics c/o Fried Frank et al | | |
| Address Line 1: | 1 New York Plaza | | |
| Address Line 2: | 27th Floor | | |
| Address Line 4: | New York, NEW YORK 10004 | | |
| ATTORNEY DOCKET NUMBER: | 34224-8 | | |
| NAME OF SUBMITTER: | Kimberly Mihovics | | |
| SIGNATURE: | /Kimberly Mihovics/ | | |
| DATE SIGNED: | 01/10/2023 | | |
| Total Attachments: 5 | | | |

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”), dated as of January 9, 2023 (the “Effective Date”), is entered into by and between Lodestone Events, LLC (d/b/a Overland Expo), an Indiana limited liability company (“Seller”), and Emerald X, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date, by and among Seller, Buyer, and the other parties signatory thereto (as amended, restated, supplemented, or otherwise modified from time to time, the “Purchase Agreement”), Seller has agreed to sell, assign, transfer, convey and deliver to Buyer the Assets (the “Acquisition”); and

WHEREAS, in connection with the Acquisition, Seller has agreed to assign to Buyer, and Buyer has agreed to acquire from Seller, all of Seller’s right, title, and interest in and to those certain trademark registrations and applications identified on Schedule A attached hereto (the “Assigned Trademarks”).

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, Buyer and Seller hereby agree as follows:

1. Definitions. Capitalized terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Entities with respect to the Assigned Trademarks; provided that, with respect to the intent-to-use trademark applications included therein, the transfer of such applications accompanies the transfer of Seller’s ongoing and existing business, or that portion of the business to which the relevant trademark pertains, pursuant to the Purchase Agreement.

3. Recordation and Authorization. Seller hereby authorizes and requests that the Commissioner for Trademarks record this Assignment. Seller shall take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Buyer may reasonably request to record and perfect Buyer’s interest in and to the Assigned Trademarks.

4. Purchase Agreement. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

5. Assignment. This Assignment shall not be assigned by Seller without the prior written consent of Buyer.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Counterparts. This Assignment may be executed in any number of duplicate counterparts (including by means of .pdf format or DocuSign or any other similarly-recognized electronic signature program), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. Amendment. This Assignment may not be amended or altered except by a written instrument executed by the parties.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SELLER:

LODESTONE EVENTS, LLC

DocuSigned by:
Lindsay Hubley
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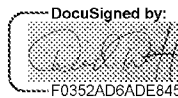
By: _____

Name: Lindsay Hubley

Title: Manager

BUYER:

EMERALD X, LLC



By: _____

Name: David Doft


Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007943 FRAME: 0089

**SCHEDULE A
ASSIGNED TRADEMARKS**

Registered Trademarks

| Trademark | Application Number | Application Date | Registration Number | Registration Date |
|---|--------------------|------------------|---------------------|-------------------|
|  | 90/453,211 | Jan. 07, 2021 | -- | -- |
| OUTSIDE ADVENTURE EXPO | 90/196,050 | Sep. 21, 2020 | 6,914,598 | Nov. 29, 2022 |
| OVERLAND EXPO | 88/371,891 | Apr. 04, 2019 | 5,889,880 | Oct. 22, 2019 |