

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merchandise Mart Properties, Inc.		07/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Frieze US Holdings, LLC		
Street Address:	247 Centre Street, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3862567	THE ARMORY 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:	2128087800		
Email:	Trademarks@Kelleydrye.com		
Correspondent Name:	Patricia L. Werner, Kelley Drye & Warren		
Address Line 1:	3 World Trade Center		
Address Line 4:	New York, NEW YORK 10007		
NAME OF SUBMITTER:	Patricia L. Werner		
SIGNATURE:	/patricialwerner/		
DATE SIGNED:	07/06/2023		
Total Attachments: 4			
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OP \$40.00 3862567

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated as of July 3, 2023 (this “Assignment”), by and between Merchandise Mart Properties, Inc., a Delaware corporation (“Assignor”), and Frieze US Holdings, LLC, a Delaware limited liability company (“Assignee”).

WITNESSETH:

A. Assignor and Assignee have entered into a Purchase Agreement, dated as of the date hereof, with the other parties thereto (as amended, modified and supplemented from time to time, the “Purchase Agreement”). This Assignment is being delivered pursuant to Section 6.2 of the Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

B. In accordance with the Purchase Agreement, Assignor desires to assign, convey, transfer and deliver to Assignee, the trademarks listed on Schedule I attached hereto (the “Trademarks”).

C. In accordance with the Purchase Agreement, the parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks to the Assignee.

NOW, THEREFORE, in consideration of the mutual promises made herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

1. The Assignor hereby assigns, conveys, transfers and delivers to the Assignee (a) the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations of the Trademarks throughout the world, and (d) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement, passing off or dilution of, or damage or injury to the Trademarks.

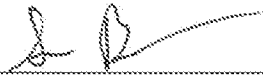
2. The Assignor hereby acknowledges and agrees that from and after the date hereof, the Assignee shall be the exclusive owner of the Trademarks.

3. The Assignor shall take such actions and execute and deliver to the Assignee such further deeds, bills of sale, assignments or other transfer documents as the Assignee may reasonably request to effectively assign, transfer and convey, and to evidence such assignment, transfer and conveyance of, the Trademarks to the Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

MERCHANDISE MART PROPERTIES, INC.

By: 
Name: Steven J. Borenstein
Title: Authorized Signatory

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 008124 FRAME: 0996

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

MERCHANDISE MART PROPERTIES, INC.

By: _____
Name:
Title:

ASSIGNEE:

FRIEZE US HOLDINGS, LLC

By: Robert Hilton
Name: Robert Hilton
Title: Corporate Secretary

Schedule I

Trademarks

Mark	Ser. No.	Filed	Reg. No.	Registered
The Armory Show	77732419	May 8, 2009	3862567	October 19, 2010