

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM834511

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Endeavor Business Media, LLC		07/31/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GIE Media, Inc.		
<b>Street Address:</b>	5811 Canal Road		
<b>City:</b>	Valley View		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44125		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2485020	MSW MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165925009		
<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>			
<b>Phone:</b>	216-696-3952		
<b>Email:</b>	trademarks@tuckerellis.com		
<b>Correspondent Name:</b>	Heather M. Barnes c/o Tucker Ellis LLP		
<b>Address Line 1:</b>	950 Main Avenue		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Cleveland, OHIO 44113		
<b>ATTORNEY DOCKET NUMBER:</b>	15564-000138		
<b>NAME OF SUBMITTER:</b>	Heather M. Barnes		
<b>SIGNATURE:</b>	/Heather M. Barnes/		
<b>DATE SIGNED:</b>	08/25/2023		
<b>Total Attachments: 6</b>			
source=MSW Trademark Assignment 7-10-23 - signed#page1.tif			
source=MSW Trademark Assignment 7-10-23 - signed#page2.tif			
source=MSW Trademark Assignment 7-10-23 - signed#page3.tif			

CH \$40.00 2485020

source=MSW Trademark Assignment 7-10-23 - signed#page4.tif

source=MSW Trademark Assignment 7-10-23 - signed#page5.tif

source=MSW Trademark Assignment 7-10-23 - signed#page6.tif

## **INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”), dated as of July 31, 2023, is made by and among Endeavor Business Media, LLC, a Delaware limited liability company (“Seller”), and GIE Media, Inc., an Ohio corporation (Buyer” and together with Seller, each a “Party,” and collectively, the “Parties”).

WHEREAS, Seller is the registered owner of the trademark registered with the United States Patent and Trademark Office (the “Assigned Trademark”) set forth on Exhibit A and attached hereto and incorporated by reference.

WHEREAS, Seller is the owner of all right, title, and interest in the domain name <https://www.mswmanagement.com/> (the “Domain Name”) and is the registrant of the Domain Name with Amazon Registrar, Inc.;

WHEREAS, Seller is the owner of all right, title, and interest in unregistered copyrights, unregistered trademarks, and intellectual property license agreements (the “Unregistered Purchased IP”) directly related to and established by and through the publication of the periodical MSW Management: The Journal for Municipal Solid Waste Professionals and the publication of content published at the Domain Name and as more specifically described in the Purchase Agreement;

WHEREAS, Seller and Buyer thereto have entered into that certain Asset Purchase Agreement, dated of even date hereof (the “Purchase Agreement”), pursuant to which Seller agreed to assign to Buyer all of Seller’s right, title, and interest in and to the Assigned Trademark and the Unregistered Purchased IP, together with the goodwill associated therewith, and the Domain Name upon the terms and conditions contained therein;

WHEREAS, Seller desires the records of the U.S. Patent and Trademark Office to reflect that the Assigned Trademarks, together with all rights and interests thereof in and all associated goodwill, be transferred to Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, and in consideration of the mutual agreements and covenants set forth herein and in the Purchase Agreement and intending to be legally bound, the Parties hereby agree as follows:

**1. Certain Definitions.** All capitalized terms used but not otherwise defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

**2. Assignment.** Subject to the terms and conditions of the Purchase Agreement, Seller hereby sells, transfers, conveys, assigns, and delivers to Buyer, and Buyer hereby accepts from Seller, all of its right, title, and interest in, to, and under the following:

(a) the Assigned Trademark, Domain Name, and all issuances, extensions, and renewals thereof and all common law trademarks contained in the Unregistered Purchased IP together with the goodwill of the business connected with the use of, and symbolized

by, the Assigned Trademark, Domain Name, and common law trademarks contained in the Unregistered Purchased IP;

(b) any copyrightable works including registrations, applications for registration, and all issuances, extensions, and renewals thereof contained in the Unregistered Purchased IP;

(c) any intellectual property licenses contained in the Unregistered Purchased IP;

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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

(f) any and all claims and causes of action with respect to any of the foregoing, 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.

### **3. Recordation and Further Actions**

(a) Within ten (10) business days of closing, Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Buyer.

(b) To the extent that Seller is unable to assign its rights under any existing intellectual property license agreement, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including exercising reasonable efforts to obtain consent from the third party licensor to assign its rights under the intellectual property license agreement as may be reasonably necessary to effect, evidence, or perfect the assignment of the Unregistered Purchased IP to Buyer, or any assignee or successor thereto,

(c) Within ten (10) business days of closing, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives including executing all documents, papers, forms, and authorizations, and taking such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Name to Buyer, and causing the Domain Name to be

registered/enabling Buyer to register the Domain Name in the name of Buyer with the domain name registry of Buyer's choice (Buyer's Registrar).

(d) The Domain Name will be deemed transferred when:

- i. Buyer's Registrar has confirmed the transfer in accordance with its procedures therefor;
- ii. the applicable WHOIS database identifies Buyer as the registrant of the Domain Name; and
- iii. Buyer has administrative and technical access to the Domain Name, and sole control over where the Domain Name points.

#### **4. Miscellaneous.**

(a) Severability. If, for any reason, any provision of this Assignment is held invalid, such invalidity shall not affect any other provision of this Assignment not held so invalid, and each such other provision shall, to the fullest extent consistent with law, continue in full force and effect. If any provision of this Assignment shall be held invalid in part, such invalidity shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all other provisions of this Assignment, shall, to the fullest extent consistent with law, continue in full force and effect.

(b) Terms of the Asset Purchase Agreement. This Assignment is executed and delivered in connection with the consummation of the Purchase Agreement and the transactions thereto. Each of the Parties hereto acknowledges and agrees that neither the representations and warranties nor the rights, remedies, or obligations of any party under the Purchase Agreement shall be deemed to be expanded, modified, or limited in any way by this Assignment. In the event of a conflict between this Assignment and the Purchase Agreement, the Parties acknowledge and agree that the terms of the Purchase Agreement shall be deemed to control.

(c) Counterparts. This 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, whether electronically signed or by wet signature, of this 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 Assignment.

(d) Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

*[Remainder of Page Intentionally Left Blank – Signature Page to Follow]*

TRADEMARK  
REEL: 008177 FRAME: 0939

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be duly executed effective as of the date first written above.

**SELLER:**

**ENDEAVOR BUSINESS MEDIA, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**GIE MEDIA, INC.**

By: \_\_\_\_\_  
Name: JAMES KEEFE  
Title: EVP

*[Signature Page to the Intellectual Property Assignment]*

**Exhibit A**

**Assigned Trademark**

<i>Trademark</i>	<i>Owner</i>	<i>Registration</i>	<i>Registration Date</i>	<i>Country</i>	<i>Status</i>
MSW MANAGEMENT	Endeavor Business Media, LLC	2485020	Sep. 04, 2001	United States	Live