

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Organic Show, LLC		09/01/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Informa Media, Inc.		
Street Address:	605 3RD AVENUE, 22ND FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10158		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5259613	ORGANIC PRODUCE SUMMIT	
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:	2122925390		
Email:	mail@ipcounselors.com		
Correspondent Name:	William C. Wright		
Address Line 1:	60 East 42nd Street, Suite 1250		
Address Line 4:	New York, NEW YORK 10165		
NAME OF SUBMITTER:	Jeannie Ashten		
SIGNATURE:	/Jeannie Ashten/		
DATE SIGNED:	09/06/2023		
Total Attachments: 6			
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OP \$40.00 5259613

INTELLECTUAL PROPERTY AND DATABASE ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made and entered into as of September 1, 2023 (the “**Effective Date**”), by and between Informa Media, Inc., a Delaware corporation (the “**Assignee**”) and Organic Show, LLC, a California limited liability company (“**Assignor**”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Agreement**”), by and among Assignee, Assignor, Informa Business Media, Inc., a Delaware corporation, Organic Produce Network, LLC, a California limited liability company, and certain other parties thereto. The Assignor and the Assignee are individually referred to herein as a “**Party**,” and collectively as the “**Parties**.”

WHEREAS, in connection with the Agreement, the parties hereto desire that Assignor assign to Assignee all of its right, title and interest in and to all of the Databases and Intellectual Property of the Assignor, including without limitation the intellectual property set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the Parties agree as follows:

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

2. Transfer of Intellectual Property by Assignor. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby accept: (a) all of Assignor’s right, title and interest in and to the Databases and Intellectual Property, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill associated with therewith, and the registrations and applications therefor; (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to any of the foregoing; (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Databases and Intellectual Property, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Databases and Intellectual Property; and (d) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

3. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee’s expense, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Databases and Intellectual Property in Assignee, its successors and assigns and otherwise maintain, protect, enforce or otherwise exploit the Databases and Intellectual Property. Assignor hereby authorizes any government authority to record and register this Agreement upon request by Assignee. If the Assignee is unable, after reasonable effort, to secure the Assignor’s signature on any such documentation for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor’s agent and attorney-in-fact, to act for and in such Assignor’s behalf and stead to execute

and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance, perfection, maintenance, enforcement or other exploitation of copyright or other intellectual property registrations or any other legal protection thereon with the same legal force and effect as if executed by such Assignor.

4. Entire Agreement. This Assignment, and the Agreement, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Databases and Intellectual Property from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Agreement.

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

6. Governing Law. This Assignment shall be governed by the laws of the State of Delaware, without giving effect to any choice or conflict of laws, provisions or rules that would cause the application of laws of any jurisdiction other than the State of Delaware.

7. Arbitration. This Assignment, and all disputes, controversies or claims arising out of or in connection with, or relating to, this Assignment or the transactions contemplated hereby, shall be subject to the arbitration provisions of Section 9.11 of the Agreement.

8. Jurisdiction. Each party, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of California or the United States District Court, Northern District of California located in San Francisco, California, for the purpose of obtaining equitable or injunctive relief or for any other court Proceeding between or among the parties to this Agreement (or any of them) arising in whole or in part under or in connection with this Agreement and (b) hereby waives and agrees not to assert, by way of motion, as a defense or otherwise, in any such court Proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such court Proceeding brought in one of the above-named courts should be dismissed on grounds of forum non-conveniens, should be transferred or removed to any court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such court.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Delivery of an executed counterpart of this Assignment by facsimile or electronic transmission shall be effective to the fullest extent permitted by applicable Law.

10. Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Agreement or any liability or obligation of the Assignor or Assignee arising under the Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Databases and Intellectual Property. In the event that any of the

provisions of this Assignment are determined to conflict with the terms of the Agreement, the terms of the Agreement shall control.

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

ASSIGNOR:

ORGANIC SHOW, LLC

DocuSigned by:
By: Matthew Seeley
Name: Matthew Seeley
Title: Manager and Member

DocuSigned by:
By: Susan Canales
Name: Susan Canales
Title: Member

ASSIGNEE:

INFORMA MEDIA, INC.

By: _____
Name: Brian Vasandani
Title: Vice President

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

ASSIGNOR:

ORGANIC SHOW, LLC

By: _____

Name: Matthew Seeley

Title: Manager and Member

By: _____

Name: Susan Canales

Title: Member

ASSIGNEE:

INFORMA MEDIA, INC.


By: DocuSigned by: Brian Vasandani

Name: Brian Vasandani

Title: Vice President

Schedule A
Intellectual Property

1. The following trademark:

Mark Name	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
	USA	08/07/2017	5259613

2. The following requested amended drawing for trademark registration:

