

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Art Fairs Unlimited LLC		11/27/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Informa Markets Medica LLC		
Street Address:	1983 MARCUS AVENUE, SUITE 250		
City:	Lake Success		
State/Country:	NEW YORK		
Postal Code:	11042		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	98246091	UNTITLED ART	
Serial Number:	98247327	UNTITLED ART	
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:	11/29/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY AND DATABASE ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made and entered into as of November 27th, 2023 (the “**Effective Date**”), by and between Informa Markets Medica LLC, a Delaware limited liability company (the “**Assignee**”) and Art Fairs Unlimited LLC, a Florida limited liability company (“**Assignor**”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Agreement**”), by and among Assignee, Assignor, and, solely for the purposes of the sections of the Agreement specified therein, Jeffrey Lawson. 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 and Venue. 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. 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.

8. 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.

ASSIGNEE:

INFORMA MARKETS MEDICA LLC

DocuSigned by:

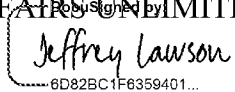
By: Brian Vasandani
B50F509555D747E
Name: Brian Vasandani
Title: Vice President & Assistant General Counsel

[Signature Page to Intellectual Property and Database Assignment]

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

ASSIGNOR:

ART FAIRS UNLIMITED LLC

A handwritten signature in black ink that reads "Jeffrey Lawson". The signature is written in a cursive style and is enclosed within a thin black rectangular border. Below the signature, there is a small, faint alphanumeric string: "6D82BC1F6359401...".

By: _____
Name: Jeffrey Lawson
Title: Manager and Member

[Signature Page to Intellectual Property and Database Assignment]

Schedule A
Intellectual Property

1. The following trademark applications:

(a). U.S. Trademark Application Serial Number 98/246,091 for the word mark UNTITLED
ART

(b) U.S. Trademark Application Serial Number 98/247,327 for the stylized mark:

Untitled Art