

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leading Authorities Inc.		07/31/2022	Corporation: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Company Name:	Columbia Books, Inc.		
Street Address:	1530 Wilson Blvd Ste 400		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	Corporation: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4540892	CEO UPDATE	
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:	7035258009		
Email:	uspto@tm4smallbiz.com		
Correspondent Name:	Erik Pelton		
Address Line 1:	PO Box 100637		
Address Line 4:	Arlington, VIRGINIA 22210		
NAME OF SUBMITTER:	ERIK PELTON		
SIGNATURE:	ERIK PELTON		
DATE SIGNED:	02/04/2024		
Total Attachments: 18			
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ASSET PURCHASE AGREEMENT

³¹ **THIS ASSET PURCHASE AGREEMENT** (this "Agreement") is entered into as of July ____, 2022 by and between Columbia Books, Inc., a District of Columbia corporation ("Buyer"), and Leading Authorities Inc., a District of Columbia corporation ("Seller").

WHEREAS, Seller is the owner of all right, title and interest in and to the materials, publications, training products and related products known as CEO Update ("CEO Update"); and

WHEREAS, Seller desires to sell and assign to Buyer, and Buyer desires to purchase from Seller, all of its right, title and interest to substantially all of the assets known as CEO Update.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the parties agree as follows:

ARTICLE I ASSETS PURCHASED AND LIABILITIES EXCLUDED

SECTION 1.1 Assets to be Sold and Purchased. Subject to the other terms and conditions contained herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller on the Closing Date (as defined below), all of Seller's right, title and interest in and to the assets of Seller known as CEO Update, including but not limited to those assets, properties and rights set forth below, wherever located and whether or not reflected on the books and records of Seller, and all of such assets, properties and rights related to CEO Update (hereinafter collectively referred to as the "Acquired Assets"):

- (a) those assets set forth on Schedule 1.1(a) attached hereto;
- (b) prepayments for CEO Update orders not yet delivered; set forth on Schedule 1.1(b);
- (c) all licenses, contracts listed on Schedule 1.1(c), purchase orders and agreements related to CEO Update;
- (d) all inventory related to and used by CEO Update, wherever located, regardless of whether stored in paper format or electronically, including all archives, prior versions, component parts, work in progress for the next version, marketing materials and photos;
- (e) all rights to publish, whether in print or electronic form, and to market the next edition or version and all future editions or versions, archived versions, and any subsets, collections, or compilations derived therefrom, of the Acquired Assets;
- (f) all databases and materials, whether in paper format or electronic format, related to the research, production, marketing and sale of CEO Update, including, but not limited to, all documents, content files, photos, images, templates, and manuals, and exclusive ownership to the same (other than copies necessary for Seller to perform its obligations hereunder);
- (g) copies of all historical and current customer, supplier and prospects lists, contacts and files, analyses, catalogs, brochures, sales materials, market studies, pricing and other marketing information and all similar dates of all kinds relating to the Acquired Assets;

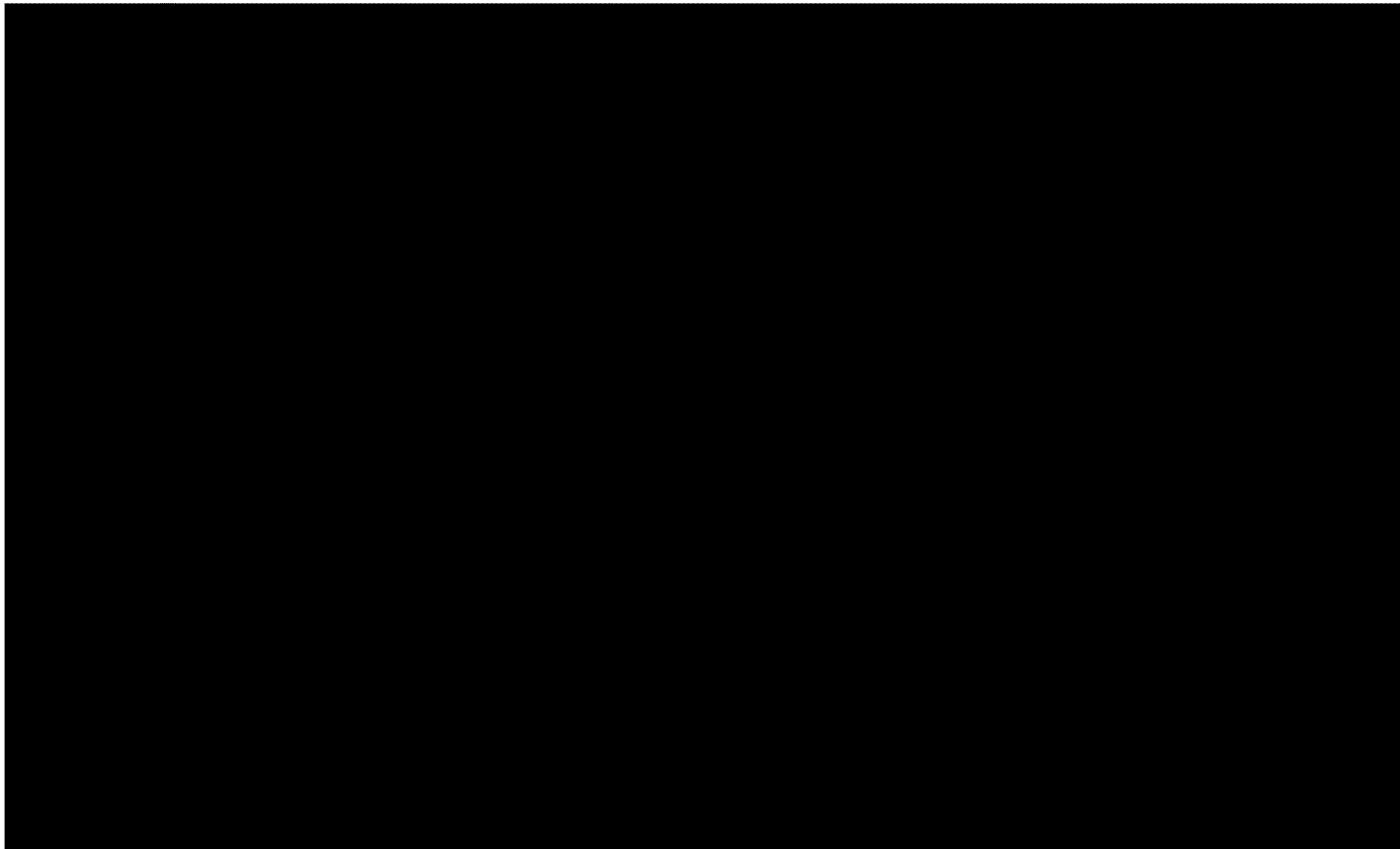
(h) all right, title and interest in and to the Acquired Assets, including the copyrights and copyrighted works, whether registered or unregistered, all derivative works thereof, all rights to publish in any format, distribute and license the Acquired Assets throughout the world and in any language, all rights to publish the text, appendices and indexes comprising the Acquired Assets, any trademarks and other intellectual property rights in each case used in connection with the Acquired Assets, whether or not registered, including all derivative and formatives, issued registrations, pending applications for registration, licenses, sublicenses, assignments and agreements (and any other rights);

(i) all inventory and supply records, sales histories and supplier histories, product reference and other files, books, forms, databases, correspondence, any other papers and documents pertaining to the Acquired Assets, but not the certificate of formation, bylaws, minute books, stock transfer records, or other records of Seller;

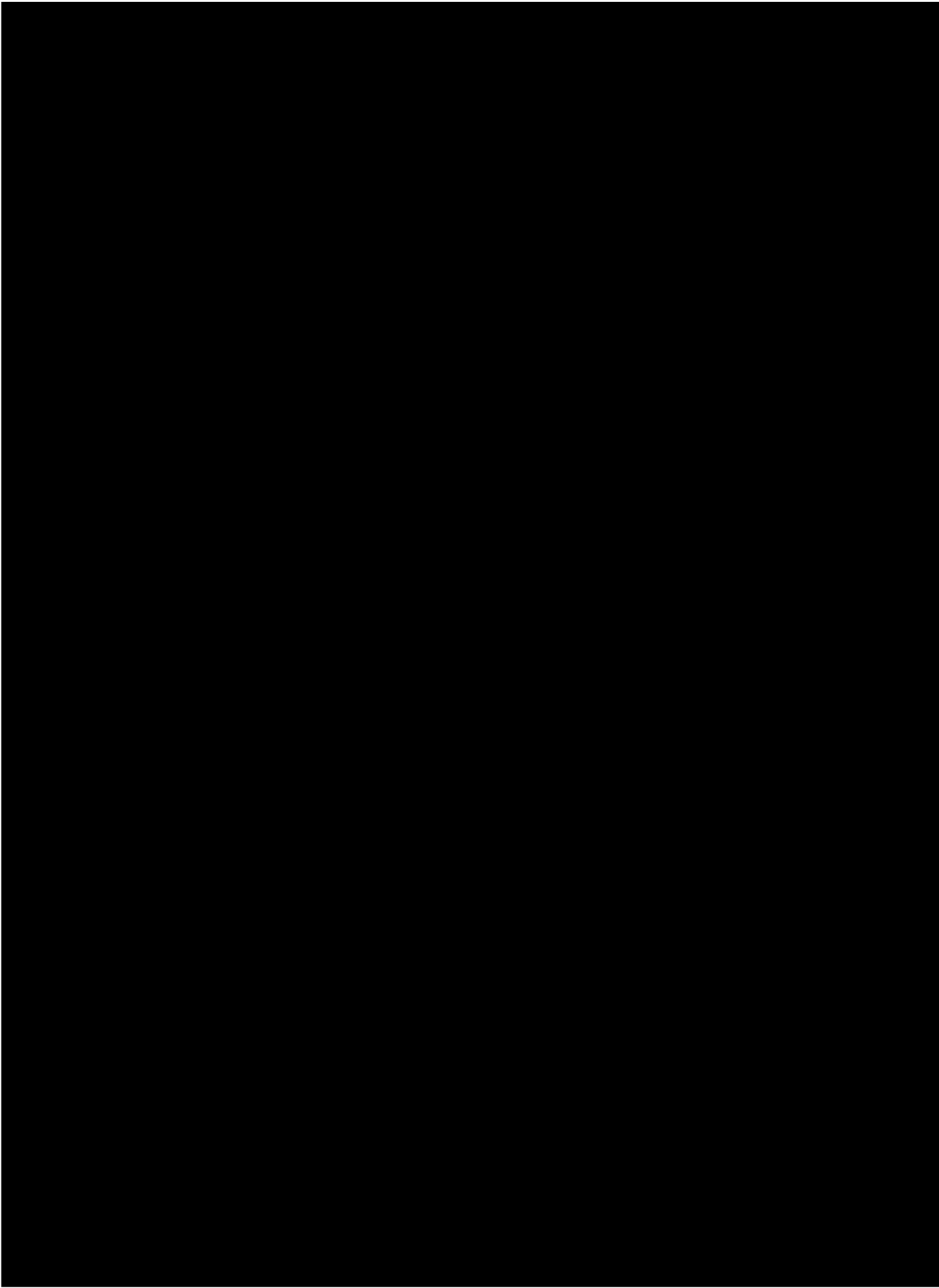
(j) all rights to sue (including any infringement claims) and any other causes of action related to the Acquired Assets wherein the Seller is the plaintiff (whether arising before or after the Closing) and all correspondence and documentation related thereto;

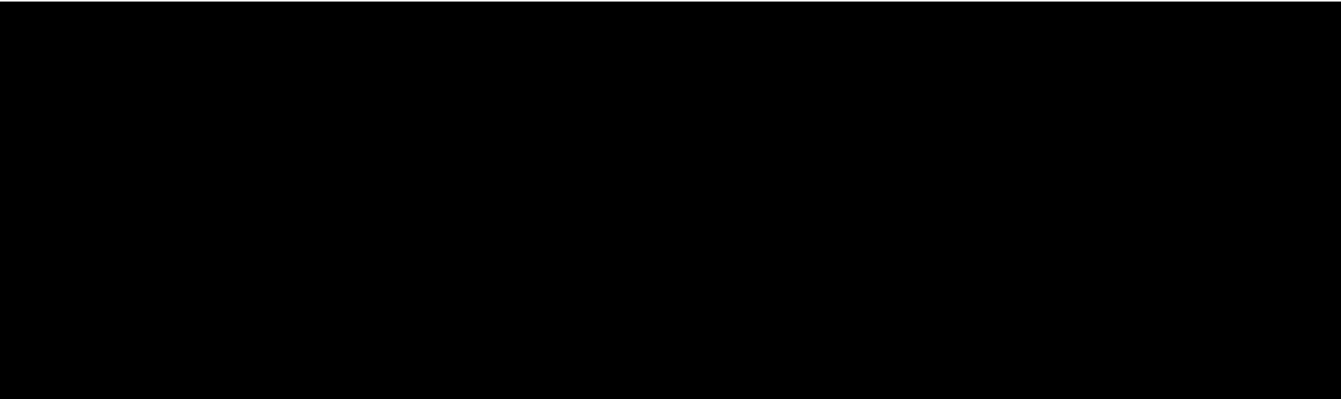
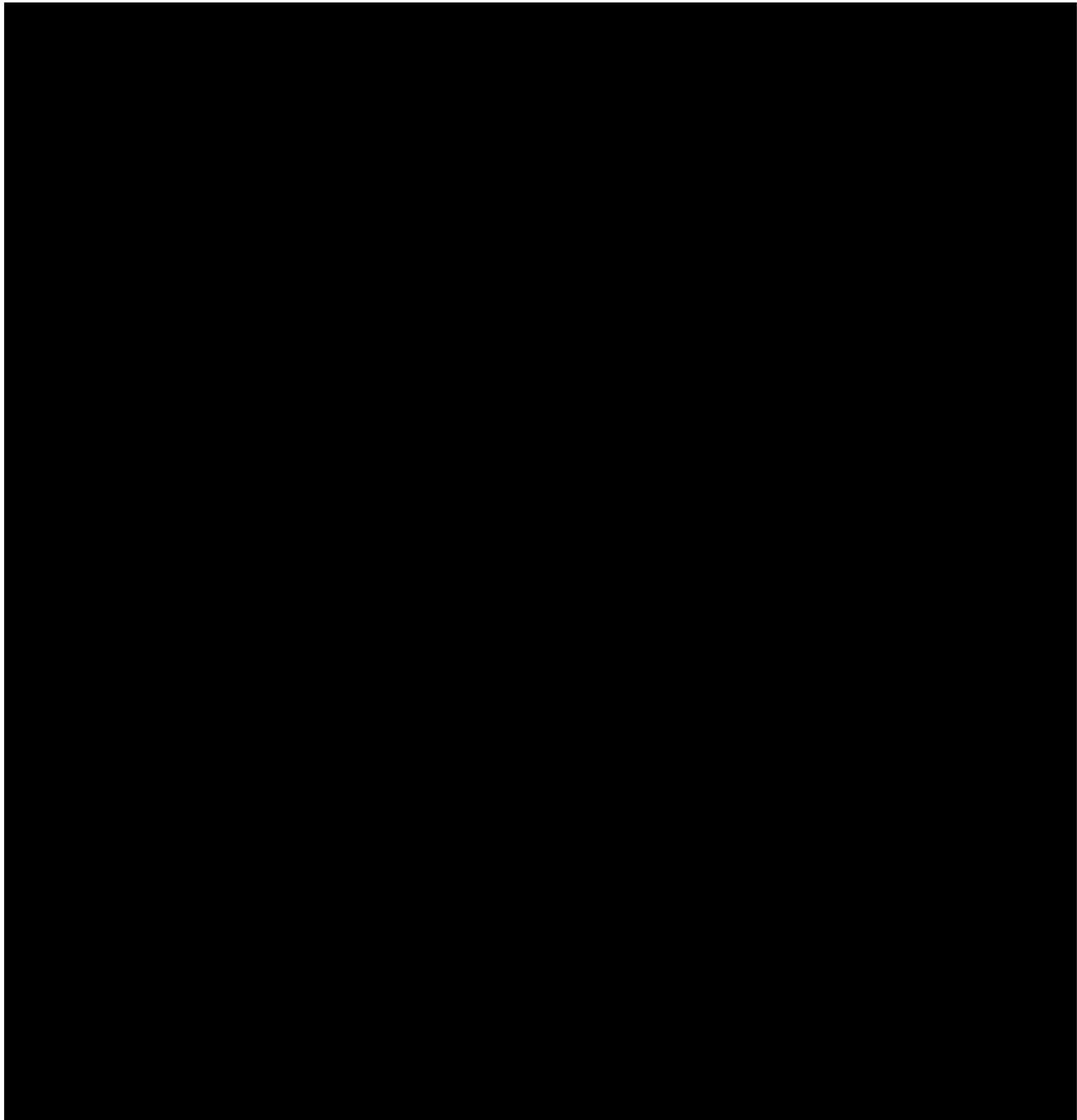
(k) all goodwill associated with the Acquired Assets; and

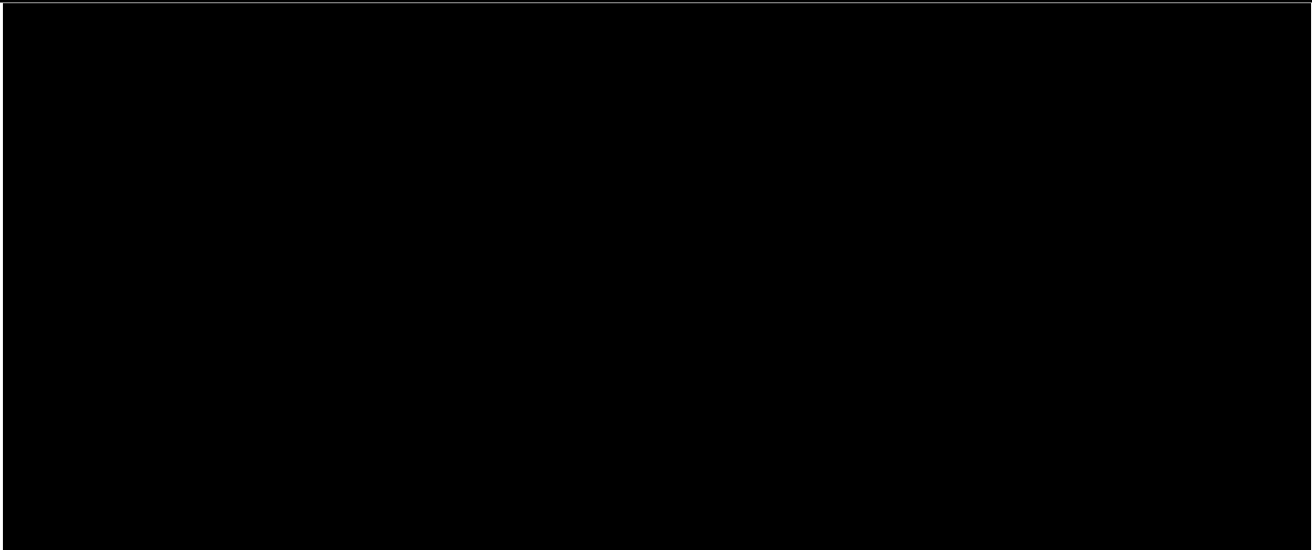
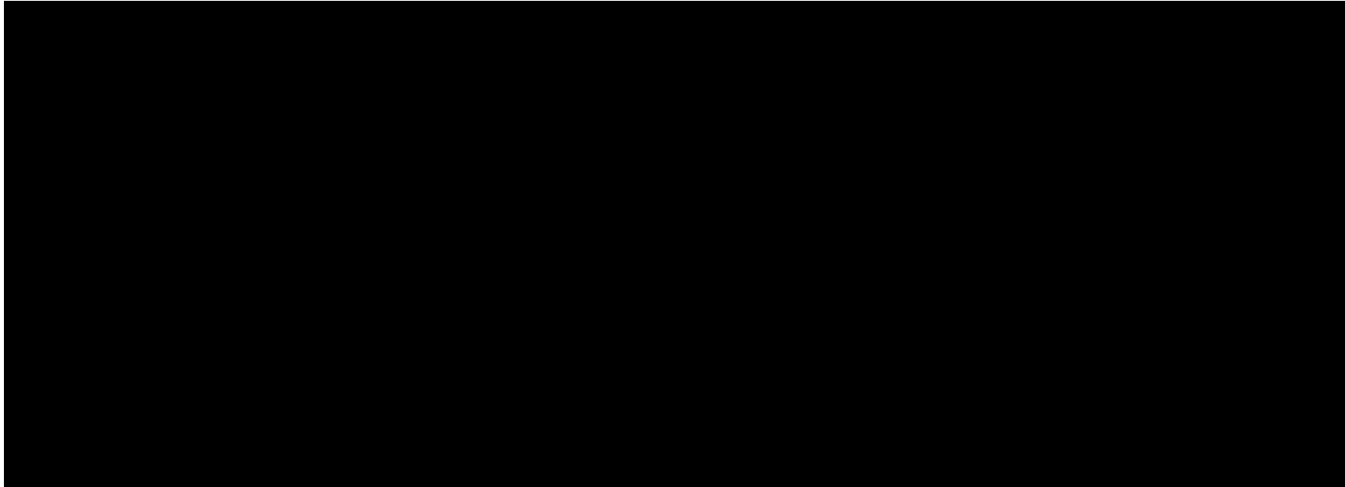
(l) to the extent transferable under applicable law, all governmental authorizations relating to the Acquired Assets.











SECTION 2.5 Status of Acquired Assets. With respect to the Acquired Assets:

(a) Seller owns good, valid and marketable title or a valid leasehold interest in, all of the Acquired Assets and all of the Acquired Assets are free and clear of all restrictions on or conditions to transfer or assignment, liens, defects, encumbrances and claims of any kind whatsoever;

(b) Seller has the complete and unrestricted power, right and authority to transfer, sell, assign, convey and deliver the Acquired Assets to Buyer in accordance with the terms hereof;

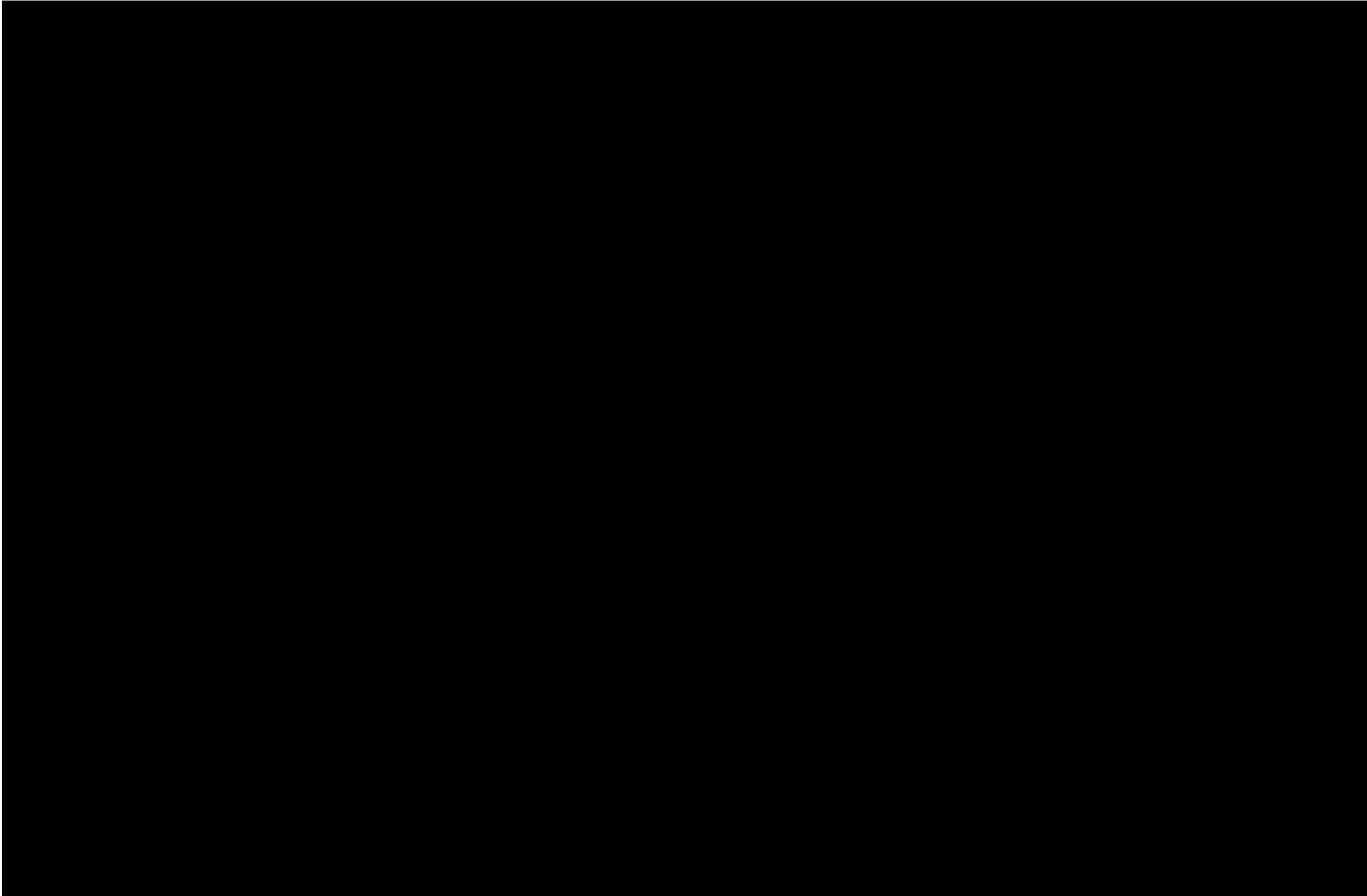
(c) Seller does not owe any royalty or other payment to any author of, editor of or other contributor to, CEO Update;

(d) the Acquired Assets have not been sold or transferred other than sales of inventory and disposal of obsolete, damaged or defective inventory or other Acquired Assets in the ordinary course of business;

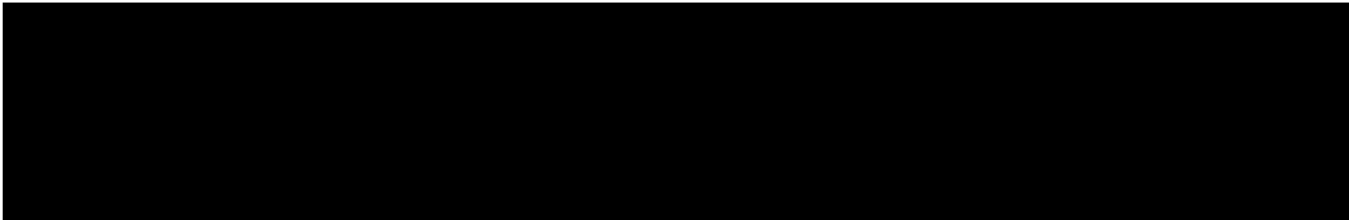
(e) there has not been any material change to the Acquired Assets as of the date of Closing or any transaction, contract, commitment, or obligation by Seller relating to the

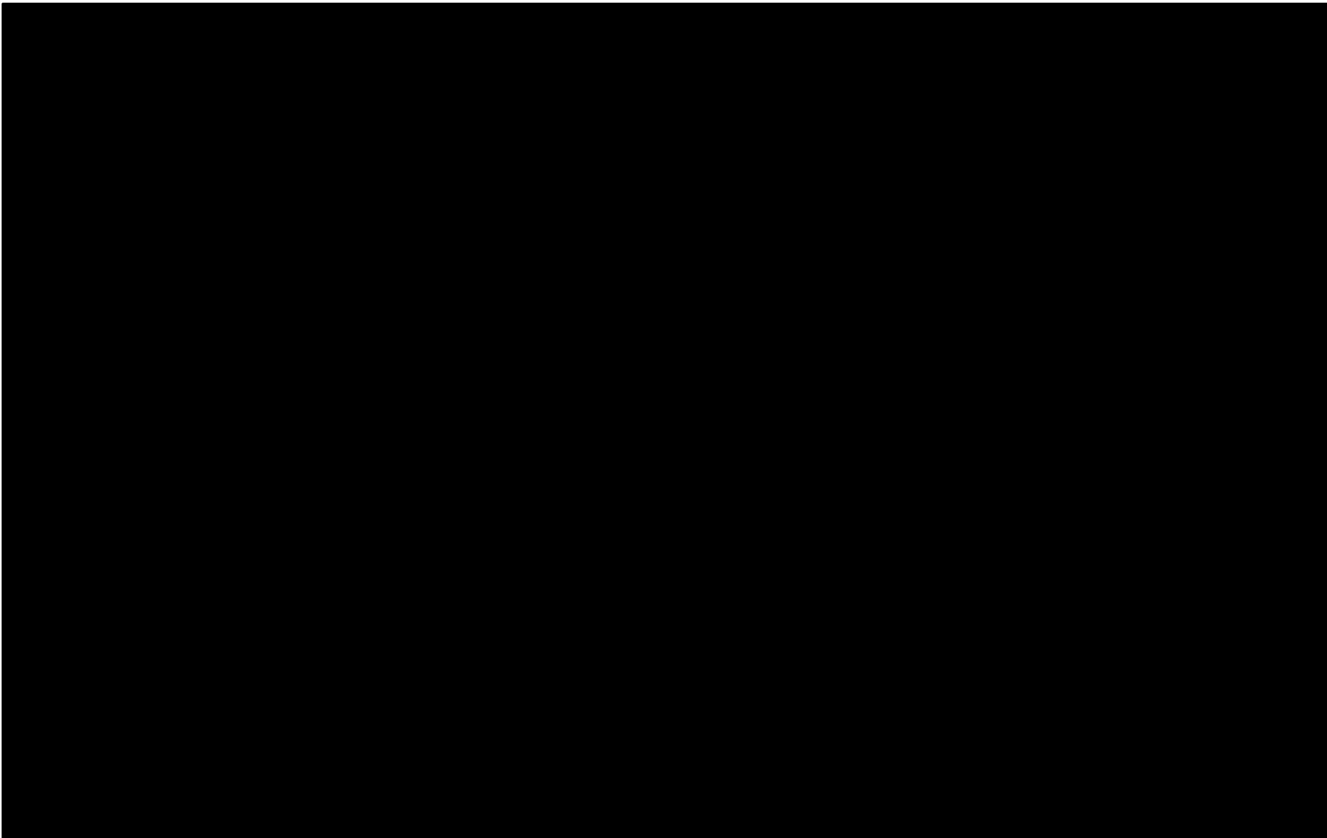
Acquired Assets (including the acquisition or disposition of any assets), other than in the ordinary course of business or as contemplated by this Agreement or the Ancillary Agreements; and

(f) no commitments or agreements have been entered into by Seller whether in writing or otherwise to take any of the actions set forth in this Section 2.5.



SECTION 2.9 Intellectual Property. To Seller's knowledge, any registered or common law trademarks, service marks and copyrights are valid, subsisting and enforceable, and any registered trademarks and registered copyrights are duly recorded in the name of Seller. Seller has the sole and exclusive ownership and right (or with respect to components of the Acquired Assets not created by Seller, sufficient license rights), to use the intellectual property contained therein. No written claims have been asserted against Seller by any entity or person with respect to, or challenging or questioning, the ownership, validity, enforceability or use of the intellectual property, nor, to the knowledge of Seller, is there a valid basis for any such claim. To Seller's knowledge, the use or other exploitation of such intellectual property by Seller does not infringe or dilute the rights of any other entity or person. To Seller's knowledge, no entity or person is infringing or diluting the rights of Seller with respect to such intellectual property, but Seller makes no representation that copyrights have been filed correctly for all past Acquired Assets.





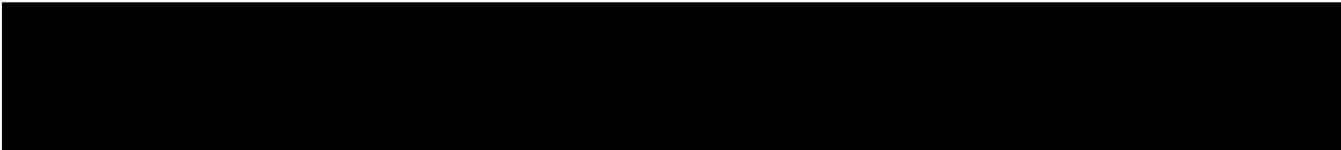
ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER

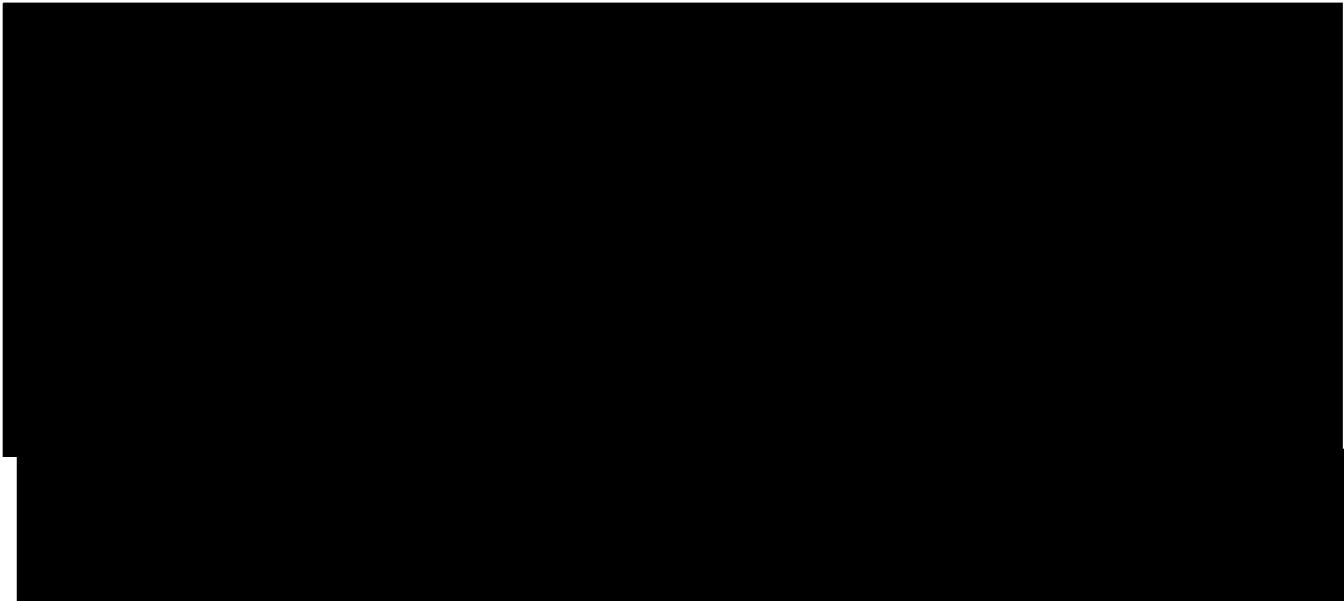
Buyer hereby represents and warrants to Seller as follows:

SECTION 3.1 Organization of Buyer. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the District of Columbia.

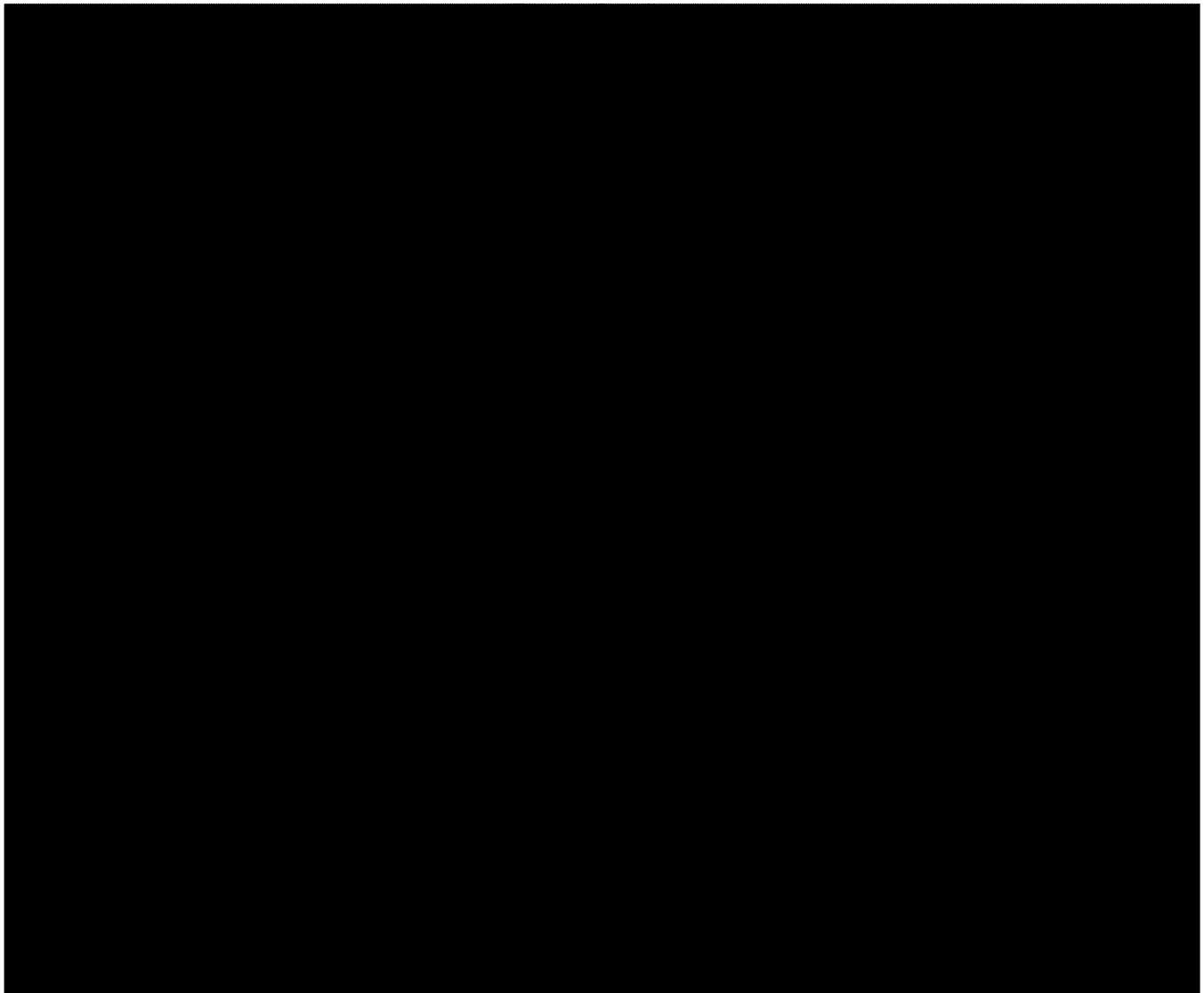
SECTION 3.2 Authority. Buyer has all requisite power and authority to execute, deliver and perform this Agreement and the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements, the performance by Buyer of its obligations hereunder and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by the board of directors of Buyer, and no other corporate act or proceeding on the part of Buyer is necessary to approve the execution and delivery of this Agreement and the Ancillary Agreements, the performance of Buyer's obligations hereunder or the consummation of the transactions contemplated hereby and thereby.

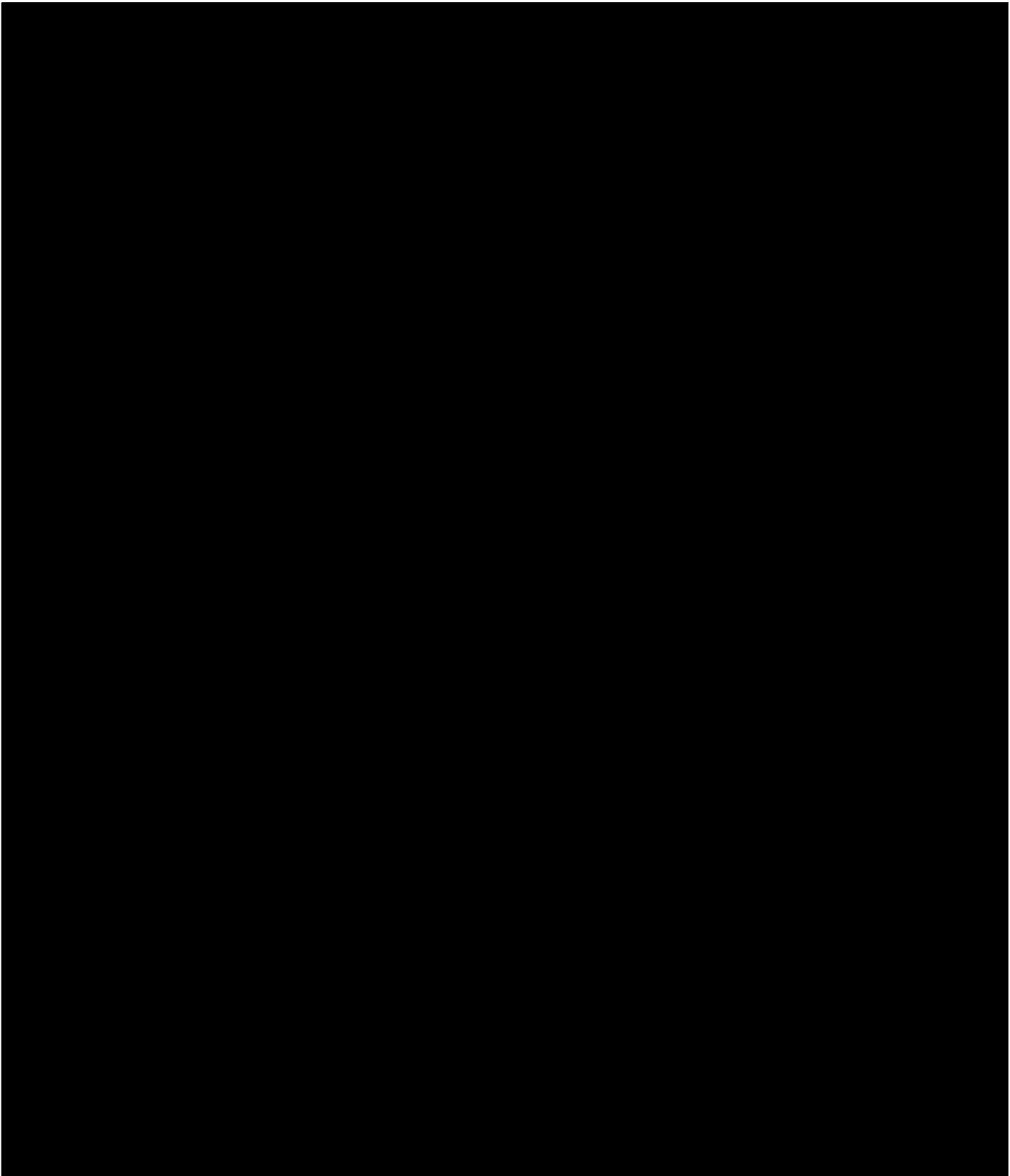
SECTION 3.3 Execution and Binding Effect. This Agreement has been duly and validly executed and delivered by Buyer and constitutes legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms except as such enforceability may be limited by bankruptcy, insolvency or similar laws and by equitable principles.





ARTICLE IV
COVENANTS

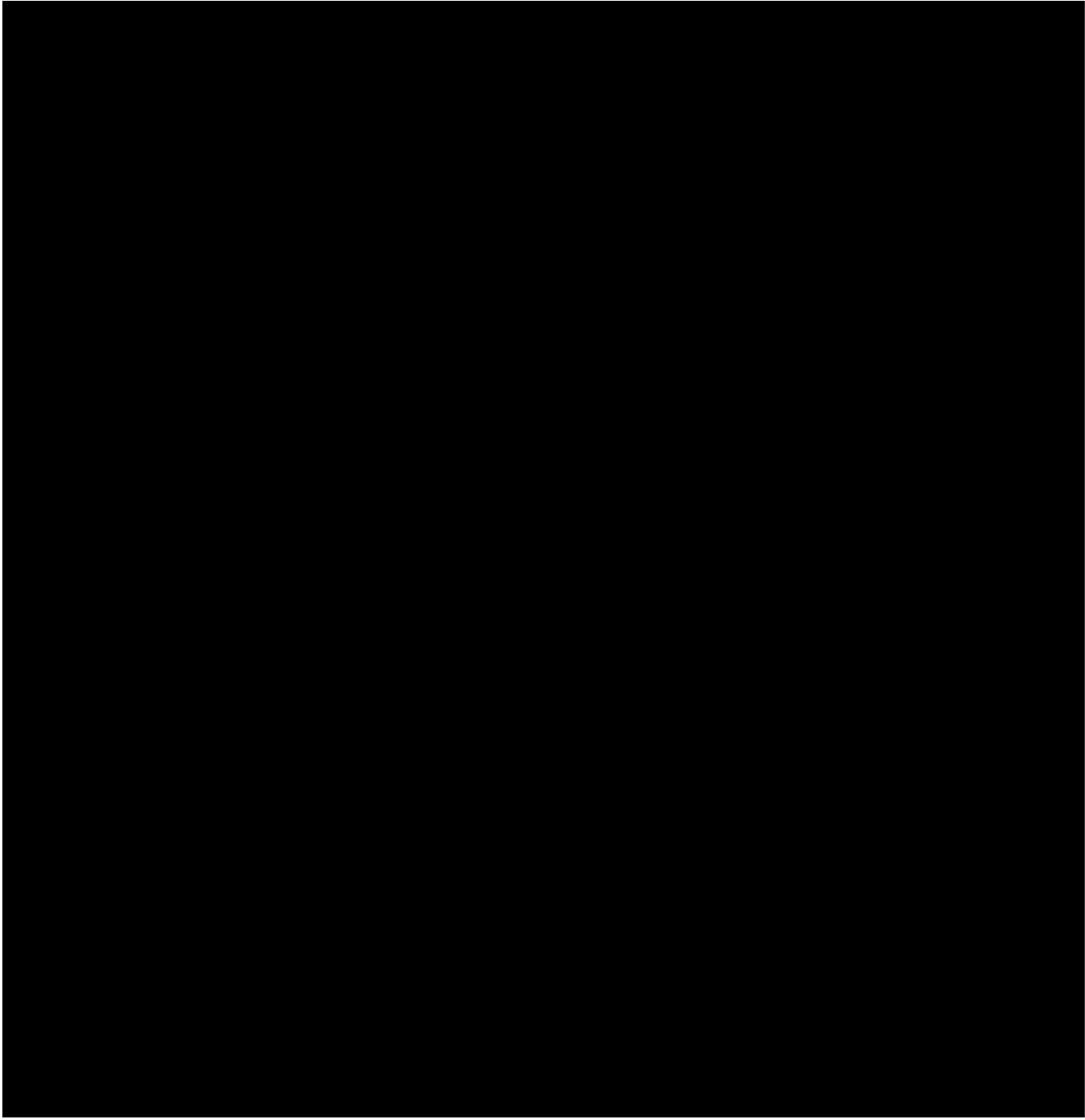


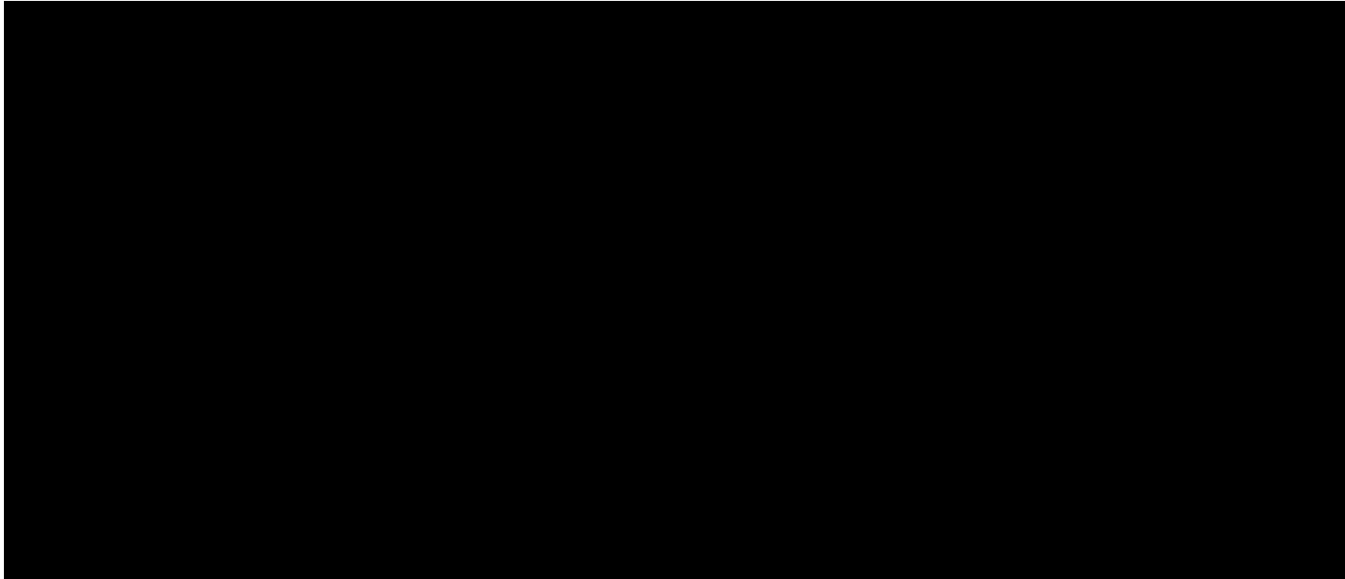


SECTION 4.4 Cooperation with Respect to Acquired Assets.

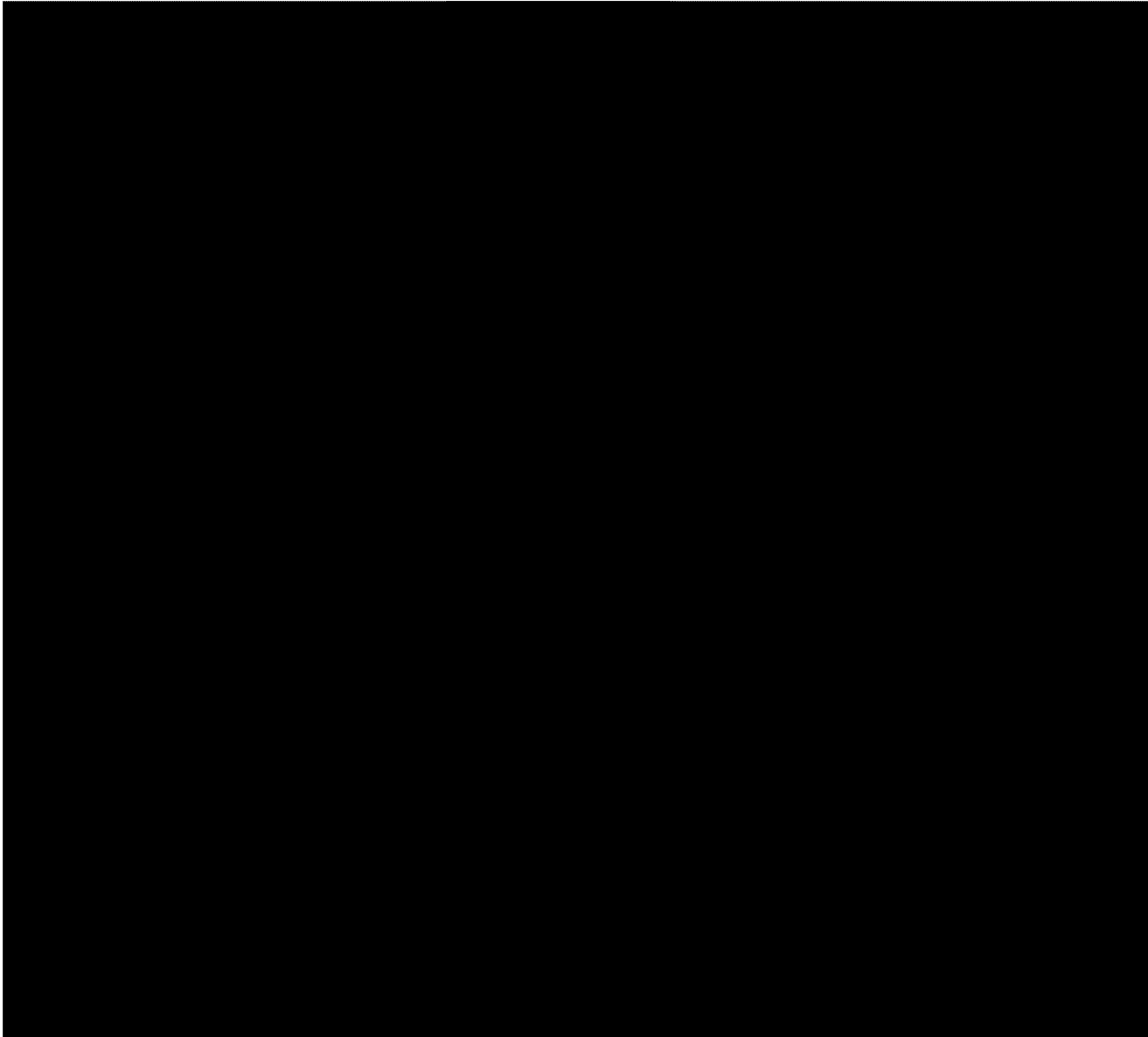
(a) Seller agrees to use commercially reasonable efforts to cooperate with Buyer in order to transfer of the Acquired Assets, including, but not limited to, completing all necessary documentation, registrations or actions necessary to transfer websites, domain names,

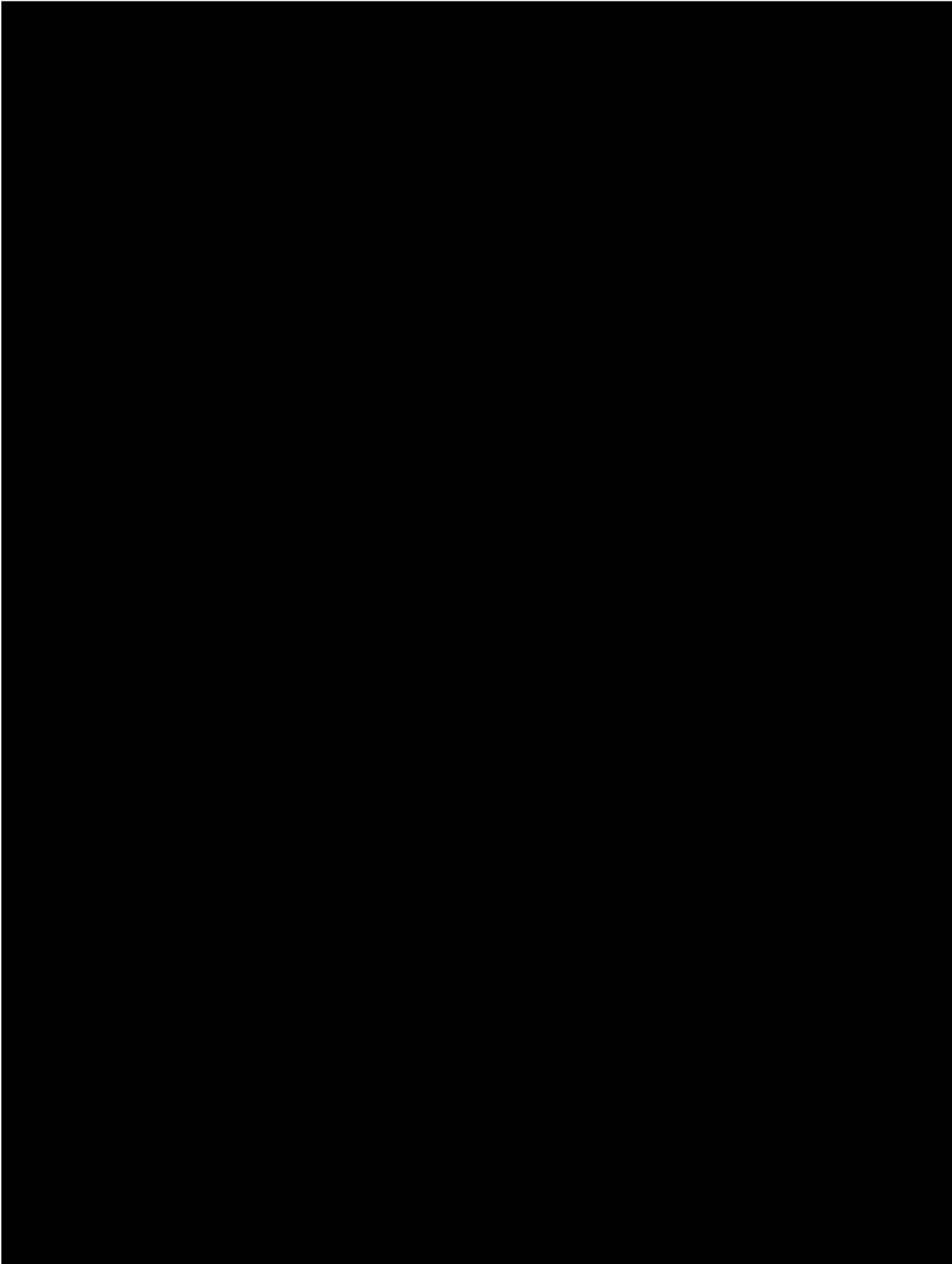
telephone numbers and the order processing system. Seller shall take all steps and actions necessary to convey all right, title and interest in and to the Acquired Assets exclusively to Buyer, including but not limited to: (a) any and all intellectual property rights and know how; (b) any and all rights to publish in any form; (c) methodologies; (d) trade secrets; (e) prior year's data and copies thereof; (f) marketing or other materials; (g) name, trade names, trademarks, service marks and copyrights and any and all applications therefore, if any; (h) existing or new customer lists, prospect lists, referrals or requests received by Seller any time prior to or following the date of this Agreement; (i) all CEO Update websites and domain names, including, but not limited to, www.ceoupdate.com and www.associationleadershipawards.com; and (j) all names associated with plans for the development of CEO Update.

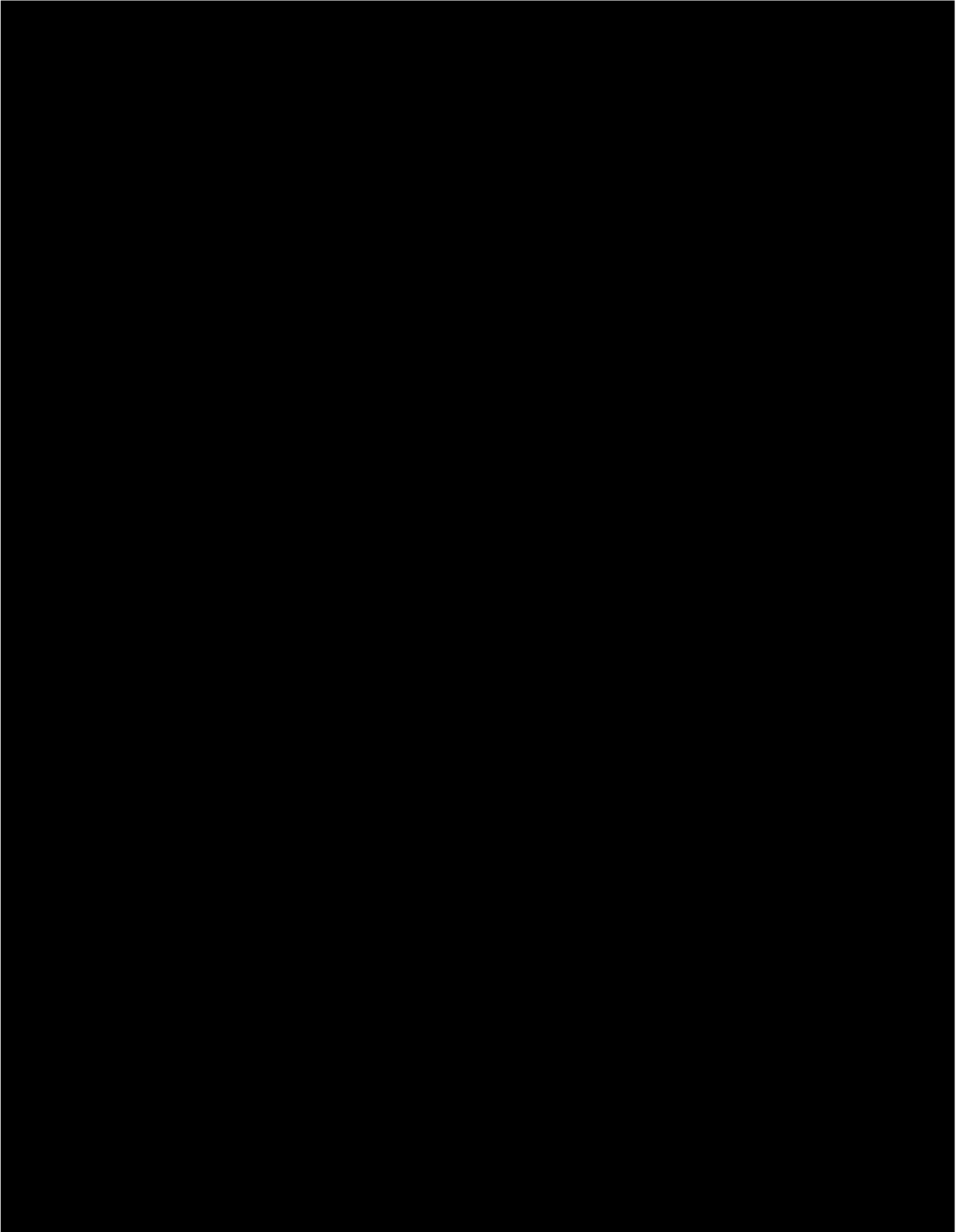


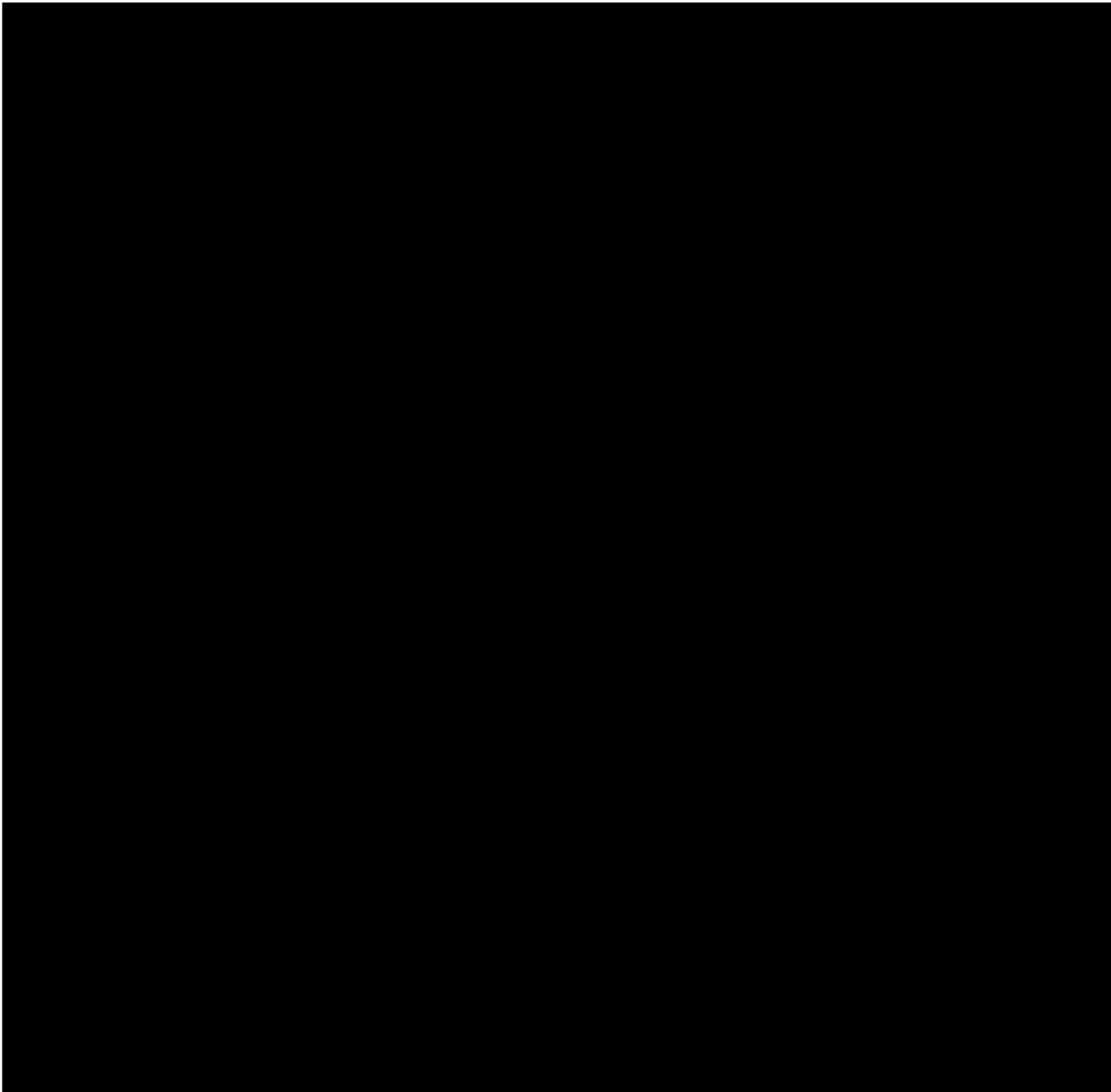


ARTICLE V
INDEMNIFICATION

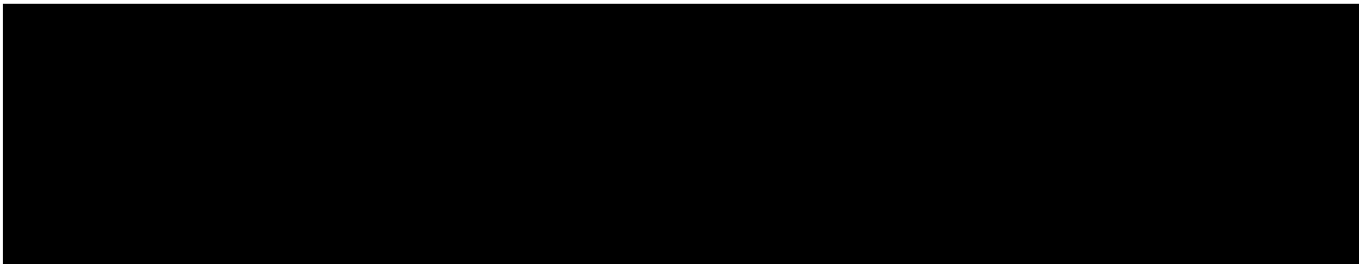


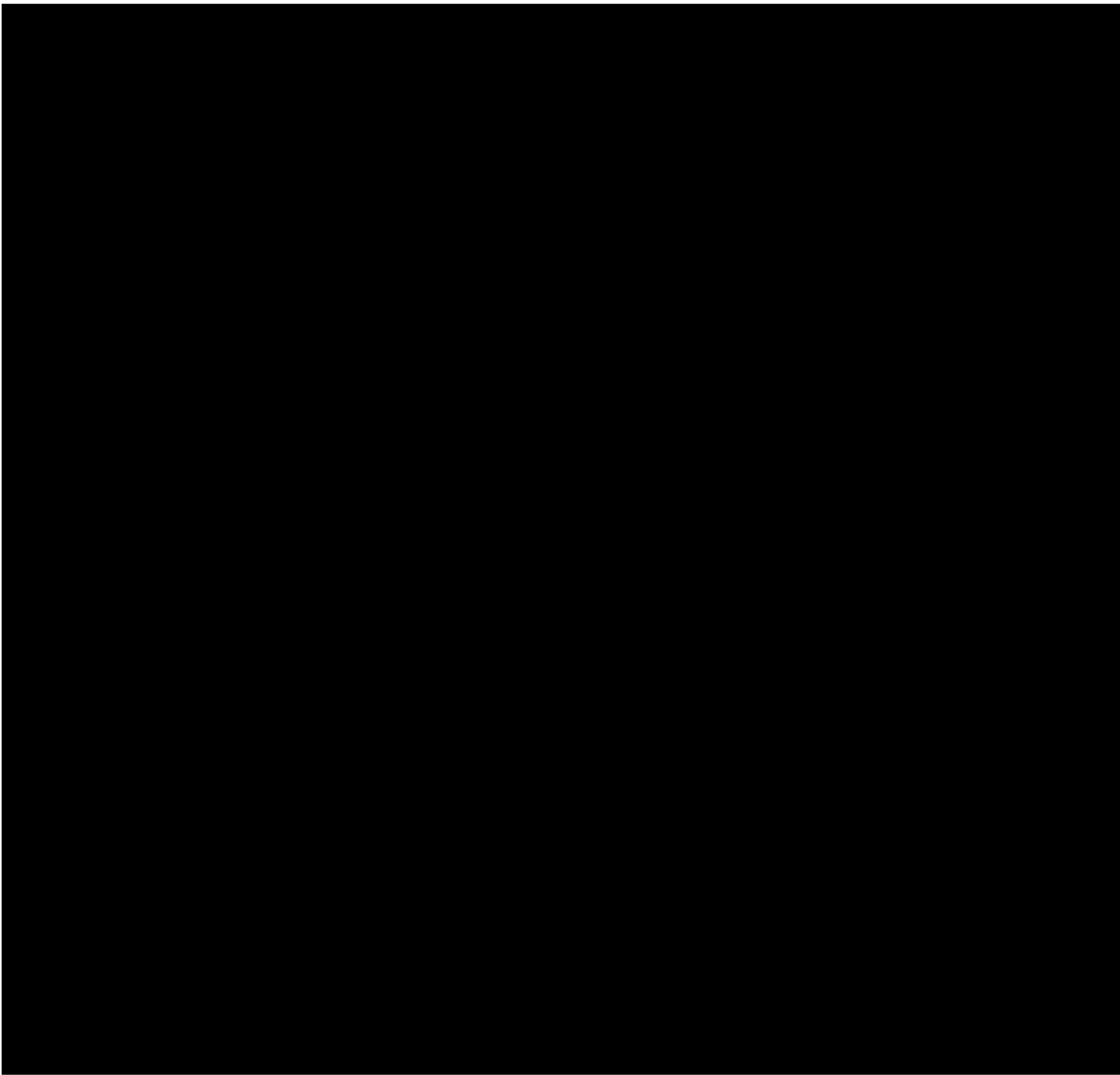




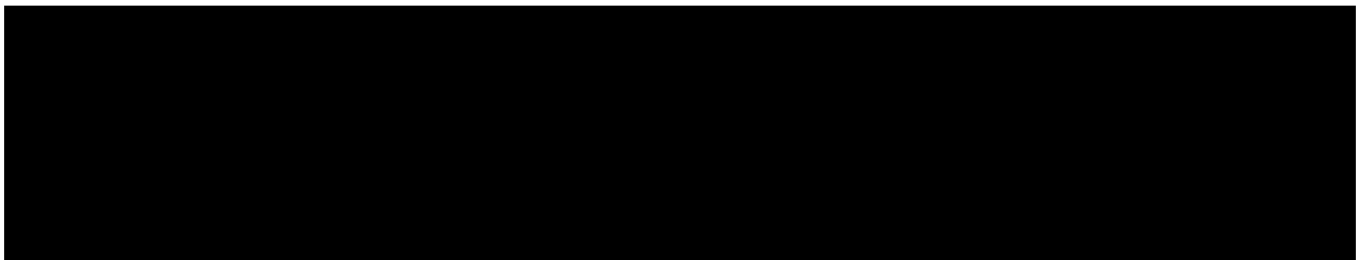


SECTION 6.7 Entire Agreement. This Agreement and any schedules and exhibits thereto and hereto and the other writings referred to therein or herein or delivered pursuant thereto or hereto which form a part thereof or hereof contain the entire understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements between the parties with respect to the subject matter hereof.





SECTION 6.11 Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of an original counterpart.





[Signatures on next page]

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by the duly authorized officers of Seller and Buyer as of the date first above written.

BUYER:

COLUMBIA BOOKS, INC., a District of Columbia corporation

DocuSigned by:
By BRITTANY CARTER
Name: Brittany Carter
Title: President

SELLER:

LEADING AUTHORITIES, INC., a District of Columbia corporation

DocuSigned by:
By Matt Jones
Name: Matt Jones
Title: President