

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353324

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.		06/12/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Urban Exposition, LLC		
Street Address:	1690 Roberts Blvd. #111		
City:	Kennesaw		
State/Country:	GEORGIA		
Postal Code:	30144		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78394147	CALIFORNIA GIFT SHOW	
CORRESPONDENCE DATA			
Fax Number:	7704435654		
<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:	770-443-6060		
Email:	ana@routreelaw.com		
Correspondent Name:	Ana Marcela Rountree		
Address Line 1:	27 Courthouse Square		
Address Line 4:	Dallas, GEORGIA 30132		
NAME OF SUBMITTER:	Ana Marcela Rountree		
SIGNATURE:	/s/ Ana Marcela Rountree		
DATE SIGNED:	08/31/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is effective as of June 12, 2012, by and between MERCHANDISE MART PROPERTIES, INC., a Delaware corporation having its principal place of business at 222 Merchandise Mart Plaza, Suite 470, Chicago, IL 60654 (the "Assignor"), in favor of URBAN EXPOSITION, LLC, a Delaware limited liability company having its principal place of business at 1690 Roberts Blvd., Suite 111, Kennesaw, Georgia 30144 (the "Assignee"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") by and between the Assignor and the Assignee. The Assignor and the Assignee are each hereinafter sometimes individually referred to as a "Party" and, collectively, as the "Parties."

RECITALS:

WHEREAS, Assignor is the sole and exclusive owner of the United States trademark registrations described on Schedule I attached hereto; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of its right, title and interest in, and to execute this Trademark Assignment to enable Assignee to record the assignment of (i) the trademarks, service marks and trademark and service mark applications, and (ii) all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, and extensions of the trademarks, service marks and trademark and service mark applications, in each case listed on Schedule I hereto (collectively, the "Assigned Marks").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. **Assignment.** The Assignor hereby conveys, transfers and assigns to the Assignee any and all legal and beneficial right, title and interest of the Assignor in and to the Assigned Marks to hold unto Assignee absolutely and in perpetuity (or for the longest period of time otherwise permitted by law), together with all related common-law rights and all goodwill associated therewith and all causes of action and rights to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, in each case free and clear of all mortgages, pledges, security interests, liens, reservations and contract rights of third parties. The Assignee is to hold all right, title and interest in and to the Assigned Marks as fully and exclusively as it would have been held and enjoyed by the Assignor had the assignment in Section I not been made.

2. **Authorization.** For those Assigned Marks that are registered with the United States Patent and Trademark Office, Assignor hereby authorizes the United States Patent and Trademark Office to transfer registration of the Assigned Marks to Assignee, including any renewals thereof, and to issue to Assignee all rights, title and interest thereto.

3. **Ownership.** Assignor does hereby covenant and warrant that it has full right to convey the Assigned Marks and registrations herein conveyed, transferred and assigned, free and clear of all mortgages, pledges, security interests and liens.

4. Further Assurances. Each Party shall, from time to time and at all times hereafter, upon the request of the other Party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of the Purchase Agreement and this Trademark Assignment. Without limiting the foregoing, the Assignor agrees, without additional consideration, to take such further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Assigned Marks to the Assignee.

5. Entire Agreement. This Trademark Assignment and the Purchase Agreement (a) constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and oral, between the Parties or any of them with respect to the subject matter hereof and thereof, and (b) shall not be assigned by any Party without the written consent of the other Party hereto.

6. Successors and Assigns. This Trademark Assignment shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns, and nothing in this Trademark Assignment, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Trademark Assignment.

7. Governing Law. All matters relating to or arising out of this Trademark Assignment or the transactions contemplated hereby or thereby (whether sounding in contract, tort, or otherwise) will be governed by and construed in accordance with the laws of the State of California, excluding to the maximum extent permitted by law all conflict of law provisions thereof, and the obligations, rights and remedies of the Parties shall be determined in accordance with such laws.

8. Execution of this Trademark Assignment. This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The exchange of copies of this Trademark Assignment (and any certificate or other agreement contemplated hereby) and of signature pages by electronic transmission shall constitute effective execution and delivery of this Trademark Assignment (and such certificates or other agreements) by the Parties (provided that receipt is confirmed by reply email). Signatures of the Parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

(Signatures begin on following page)

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IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be executed as of the date first written above.

ASSIGNOR:

MERCHANDISE MART PROPERTIES, INC

By: [Signature]
Name: Cheryl Bonshvet
Title: VP + Counsel

ASSIGNEE:

URBAN EXPOSITION, LLC

By: [Signature]
Name: JUDITH C. VINGALE
Title: COO + Partner

(10)

SCHEDULE 1
ASSIGNED MARKS

Mark	Owner	Country	Application Number	Registration Number	Status
California Gift Show	Merchandise Mart Properties, Inc.	U.S.	78394147	2150076	Registered

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