TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM383930

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vance Communications Canada, ULC		12/08/2015	Unlimited Liability Company: CANADA

RECEIVING PARTY DATA

Name:	CCI Media, LLC
Street Address:	2240 Country Club Parkway SE
City:	Cedar Rapids
State/Country:	IOWA
Postal Code:	52403
Entity Type:	Limited Liability Company: WISCONSIN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3720913	WMS

CORRESPONDENCE DATA

3193658443 Fax Number:

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.

Phone: 319-365-9461

uspto@shuttleworthlaw.com Email: Shuttleworth & Ingersoll, PLC **Correspondent Name:** Address Line 1: 115 Third Street SE, Suite 500

Address Line 2: P.O. Box 2107

Address Line 4: Cedar Rapids, IOWA 52406

NAME OF SUBMITTER:	Brett D. Papendick	
SIGNATURE:	/brettdpapendick/	
DATE SIGNED:	05/11/2016	

Total Attachments: 11

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IP ASSIGNMENT

THIS IP ASSIGNMENT (this "Agreement") is made as of December [§], 2015, by and among Vance Publishing Corporation, a New York corporation (the "Company"), Vance Communications Canada, ULC, an Alberta unlimited liability company ("Company Subsidiary" and, together with the Company, the "Assignors"), and CCI Media, LLC, a Wisconsin libited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of November 30, 2015, (the "Purchase Agreement"); and

WHEREAS, the execution and delivery of this Agreement is required under the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

- Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, Assignors hereby sell, assign, transfer, convey and deliver to Assignee all of Assignors' right, title and interest in and to Assignors' owned and licensed Intellectual Property related exclusively to the Wood Segment, including, without limitation, the copyrights and copyright applications and registrations set forth on Schedule A, the trademarks and trademark applications and registrations set forth on Schedule B (including, without limitation, the goodwill associated therewith, including that portion of the business to which each mark pertains, and all common law rights associated therewith) and the domain names and domain name registrations set forth on Schedule C, together with the right to sue and collect for past, present and future infringement or other unauthorized use thereof, free and clear of all Liens. The parties acknowledge that this Agreement constitutes a Transfer in Ownership pursuant to the Copyright Act of 1976, 17 U.S.C. § 201(d) and that, once executed, the Assignees shall have the exclusive rights to reproduce, distribute, transmit, adapt, publicly display, publicly perform and to otherwise utilize, exploit, license and/or assign the copyrights to any third party.
- 2. <u>Allocation</u>. Notwithstanding anything to the contrary contained herein, the Assignors shall not be shall not have any Liability to any of the Purchaser Parties with respect either to the division of any of the Purchased Assets or any of the Assumed Liabilities among the Purchasers.
- 3. <u>Conflict with the Purchase Agreement</u>. This Agreement is made in accordance with and subject to the Purchase Agreement, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations,

warranties, covenants or obligations of the parties contained in the Purchase Agreement or the survival or expiration thereof.

- 4. <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless the severance of such provision would be in opposition to the parties' intent with respect to such provision.
- 5. <u>Amendments</u>. Any provision of this Agreement may be amended or waived only in a writing signed by the Assignors and the Assignee.
- 6. <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission.
- Governing Law. All issues and questions concerning the construction, validity, 7. interpretation and enforceability of this Agreement and the Exhibits and Schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR THE ESCROW AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR EACH PARTY TO THIS AGREEMENT HEREBY AGREES AND OTHERWISE. CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.
- 8. No Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

* * * * *

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

ASSIGNORS:

VANCE PUBLISHING CORPORATION

By: Name: Margaret Walker

Title: President & COO

VANCE COMMUNICATIONS CANADA, ULC

Name: Margaret Walker

Title: President & COO

[Signature Page to CCI Media, LLC IP Assignment]

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

ASSIGNEE:

CCI MEDIA, LLC

By:

Name: Timothy J. Fixmer Title: President/CEO

[Signature Page to CCI Media, LLC IP Assignment]

SCHEDULE A

COPYRIGHTS

SCHEDULE B

TRADEMARKS

SCHEDULE C

DOMAIN NAMES

Canadian Copyrights				
Registration Number	Description			
415475	Modern Salon Magazine			
415057	Modern Salon Magazine			
413954	Modern Salon Magazine			
413532	Modern Salon Magazine			
412603	Modern Salon Magazine			
412119	Modern Salon Magazine			
411328	Modern Salon Magazine			
410660	Modern Salon Magazine			
409872	Modern Salon Magazine			
409281	Modern Salon Magazine			
408710	Modern Salon Magazine			
408008	Modern Salon Magazine			
407351	Modern Salon Magazine			

<u>Trademarks:</u>

U.S. Trademarks			
Owner Name	Registration or Application Number	Description	Notes
Vance Publishing Corp.	2241409	AG LENDER	
Vance Publishing Corp.	2953208	AG PROFESSIONAL	
Vance Publishing Corp.	3097340	AGLINE	Expires 5/30/2016
Vance Publishing Corp.	4349118	AGPROFESSIONAL	
Vance Publishing Corp.	1372453	AGSERV	
Vance Publishing Corp.	3424919	BEAUTY SCHOOL ADVISOR	
Vance Publishing Corp.	2519869	BOVINE VETERINARIAN	
Vance Publishing Corp.	4824171	CABINETS & CLOSETS CONFERENCE & EXPO	
Vance Publishing Corp.	3424950	CATTLENETWORK	
Vance Publishing Corp.	3706448	CHOOSE BEAUTY	
Vance Publishing Corp.	4501656	CITRUS + VEGETABLE	
Vance Publishing Corp.	4281440	CLOSETS	
Vance Publishing Corp.	3094465	CLOSETS & HOME ORGANIZATION CONFERENCE & EXPO	
Vance Publishing Corp.	86658295	COW/CALF PRODUCER COW/CALF	Pending
Vance Publishing Corp.	86658269	COW/CALF PRODUCER	Pending.
Vance Publishing Corp.	3245755	CROP PROTECTION REFERENCE	
Vance Publishing Corp.	4157873	CWB	

¹ NTD: The Cow/Calf Producer trademarks are the subject of the letter described in Item 4 of this Intellectual Property Schedule

	,	Trademarks	
Owner Name	Registration or Application Number	Description	Notes
Vance Publishing Corp.	1729283	CWB CUSTOM WOODWORKING BUSINESS	
Vance Publishing Corp.	4157874	CWB CUSTOM WOODWORKING BUSINESS CUSTOM WOODWORKING BUSINESS	
Vance Publishing Corp.	993076	DOANE DOANE	
Vance Publishing Corp.	2481646	DAIRY HERD MANAGEMENT	
Vance Publishing Corp.	2781286	DEALER UPDATE	
Vance Publishing Corp.	1647253	DOANE	
Vance Publishing Corp.	2665482	DOANE	
Vance Publishing Corp.	4425759	DOANE	
Vance Publishing Corp.	1646665	DOANE'S	
Vance Publishing Corp.	4390389	DOANE'S	
Vance Publishing Corp.	772861	DOANE'S AGRICULTURAL REPORT	
Vance Publishing Corp.	2965835	DROVERS	
Vance Publishing Corp.	4082994	DROVERS CATTLENETWORK DROVERS CattleNetwork	
Vance Publishing Corp.	603635	FARMING FOR PROFIT FARMING FOR PROFIT for PROFIT	
Vance Publishing Corp.	3178479	FIRSTCHAIR	
Vance Publishing Corp.	3930748	FOOD SYSTEMS INSIDER	
Vance Publishing Corp.	2450997	FRESH TRENDS	
Vance Publishing Corp.	4535844	GREENBOOK DATA SOLUTIONS	

U.S. Trademarks				
Owner Name	Registration or Application Number	Description	Notes	
Vance Publishing Corp.	623086	THE PACKER THE PACKER	,	
Vance Publishing Corp.	4201231	THE PACKER		
Registrant: Vance Publishing Corp.	1910002	THE PEANUT GROWER	Last listed owner: One Grower Publishing, LLC	
Vance Publishing Corp.	2137467	THE RED BOOK		
Vance Publishing Corp.	86666111	WEST COAST PRODUCE EXPO WEST EXPO	Pending.	
Vance Communications Canada	3720913	WMS		
Vance Publishing Corp.	2549166	WOOD & WOOD PRODUCTS RED BOOK		
Vance Publishing Corp.	3769564	WOODWORKING NETWORK		
Vance Publishing Corp.	3805894	woodworking network		

Canadian Trademarks				
Owner Name	Registration or Application Number	Description Note	•	
Vance Publishing Corp.	TMA655423	GREENBOOK (Design) Greenbook		
Vance Publishing Corp.	TMA111255	DOANE (Design) DOANE		
Vance Publishing Corp.	TMA658219	AG PROFESSIONAL		
Vance Publishing Corp.	TMA110093	DOANE		

Canadian Trademarks				
Owner Name	Registration or Application Number	Description	Notes	
Vance Communications Canada ULC	TMA368146	WOODWORKING MACHINERY & SUPPLY EXPO and Design	`	
		Woodworking		
		Machinery & Supply Expo		

Other Trademarks			
Owner Name	Registration or Application Number	Description	Country
Vance Publishing Corporation	547796	RED BOOK DE MEXICO	Mexico
Vance Publishing Corporation	6280929	SALON TODAY	China

Description	Registration	J&B	Next Deadline	Action Due
WOODWORKING NETWORK	/Appl. No. 86/754679	File #	May 19 2016	Office Action Resnames
REDBOOK			y 103 0010	rund rantu mapping

RECORDED: 05/11/2016