

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Speaker Vision LLC		12/29/2017	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Shepard Exposition Services, Inc.		
Street Address:	1531 Carroll Drive		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4885119	SPEAKER VISION THE FUTURE OF PRESENTATIO	
Registration Number:	3637519	SPEAKER VISION	
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:	6783367247		
Email:	ahyland@taylorenghish.com		
Correspondent Name:	Amanda Hyland		
Address Line 1:	1600 Parkwood Circle		
Address Line 2:	Suite 200		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	Amanda G. Hyland		
SIGNATURE:	/Amanda G. Hyland/		
DATE SIGNED:	01/03/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”), dated as of December 29, 2017, is made and entered into by and among **PRODUCTION ASSOCIATES, LLC**, a Virginia limited liability company (“**Production Associates**”), **SPEAKER VISION, LLC**, a Virginia limited liability company (“**Speaker Vision**” and collectively with Production Associates, “**Sellers**”) and **SHEPARD EXPOSITION SERVICES, INC.**, a Georgia corporation (“**Purchaser**”).

WITNESSETH:

WHEREAS, each Seller owns certain right, title and interest in and to trademarks listed on Schedule A (the “**Trademarks**”);

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of December 29, 2017, by and among Sellers, Purchaser, Elise Lindsey (“**Lindsey**”) and Michael Loftus (“**Loftus**” and collectively with Lindsey, “**Members**”), Sellers have agreed to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser has agreed to purchase and acquire from Sellers, all right, title and interest of Sellers in and to the Purchased Assets, including, without limitation, the Trademarks; and

WHEREAS, Sellers desire to sell, convey, assign, transfer and deliver the Trademarks to Purchaser in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademarks. Subject to the terms and conditions of the Purchase Agreement, Sellers hereby grant, sell, convey, assign, transfer and deliver to Purchaser, and Purchaser hereby accepts, all right, title and interest to and in their respective Trademarks, including all rights provided therein in the United States and other nations as provided by international treaty or convention, including all goodwill associated with the Trademarks, and all rights to sue and recover and retain damages and costs and attorneys’ fees for present and past infringement of any of the rights in the Trademarks.

2. Ownership. Sellers hereby covenant and warrant to Purchaser that, at the time of execution and delivery of this Assignment, Sellers are the sole and lawful owners of the entire right, title, and interest in and to their respective Trademarks free and clear of any liens and encumbrances, and that Sellers have good and full right and lawful authority to sell, convey, assign, transfer and deliver the same in the manner herein set forth.

3. Terms of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Captions. The section headings contained in this Assignment are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision of this Assignment.

5. Further Assurances. Sellers shall take any and all additional actions as may be necessary or appropriate to effect the transactions contemplated by this Assignment. Such actions may include, without limitation: the execution of all papers and documents and swearing of all lawful oaths to perfect the rights in the Trademarks; the execution of all documents to record the assignments and transfers made in this Assignment and the filing of such documents with the appropriate domestic and foreign governmental authorities; and to provide reasonable assistance to Purchaser with the procurement, maintenance, enforcement and defense of the Trademarks at Purchaser's expense.

6. Successors and Assigns. This Assignment is binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment shall not be construed to confer any rights or benefit upon any Person, other than Sellers, Members and Buyer or their respective successors or permitted assigns.

7. Controlling Law. This Assignment will be governed by and construed under the laws of the State of Delaware without regard to conflicts-of-law principles that would require the application of any other law.

8. Counterparts. This Assignment shall be effective upon delivery of original signature pages or facsimile or PDF copies thereof executed by each of the parties hereto. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment or the terms hereof to produce or account for more than one (1) of such counterparts.

9. Amendments. Any amendment, change or modification of this Assignment shall be void unless in writing and signed by all parties hereto.

10. Severability. In the event any one or more of the provisions contained in this Assignment should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

11. Waiver. None of the provisions of this Assignment may be waived, superseded, changed or altered, except by a written instrument signed by the Buyer and each Seller, provided that the terms and conditions hereof may be waived by a writing signed only by the party waiving compliance.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

SELLERS:

PRODUCTION ASSOCIATES, LLC,
a Virginia limited liability company


By: *Eure J Lindsey*
Name: EURE J LINDSEY
Title: CEO

SPEAKER VISION, LLC,
a Virginia limited liability company

By: *Eure J Lindsey*
Name: EURE J LINDSEY
Title: CEO

PURCHASER:

**SHEPARD EXPOSITION SERVICES,
INC.**

By: 
Name: Carl Mitchell
Title: Executive Chairman

Schedule A

Seller	Trademark	Serial/ Reg. No.
Speaker Vision, LLC	SPEAKER VISION THE FUTURE OF PRESENTATION MANAGEMENT	Reg. No. 4885119
Speaker Vision, LLC	SPEAKER VISION	Reg. No. 3637519
Productions Associates, LLC	PRODUCTION ASSOCIATES MANAGEMENT STAGING CONSULTING	Serial No. 87721550