

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479010

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Event Planning International Corporation d/b/a EPIC, Inc.		12/15/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	World Wide Registration Systems, Inc.		
<b>Doing Business As:</b>	d/b/a Expo Logic		
<b>Street Address:</b>	553 Foundry Road		
<b>City:</b>	East Norriton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19403		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2615724	EPIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8655234478		
<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>			
<b>Phone:</b>	865-546-4305		
<b>Email:</b>	mbradford@luedeka.com		
<b>Correspondent Name:</b>	Michael J. Bradford		
<b>Address Line 1:</b>	P. O. Box 1871		
<b>Address Line 4:</b>	Knoxville, TENNESSEE 37901		
<b>ATTORNEY DOCKET NUMBER:</b>	73808.M1		
<b>NAME OF SUBMITTER:</b>	Michael J. Bradford		
<b>SIGNATURE:</b>	/MICHAEL J. BRADFORD/		
<b>DATE SIGNED:</b>	06/22/2018		
<b>Total Attachments: 12</b>			
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**ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT (the "Assignment Agreement") is made this 15 day of December, 2015 by and between, Event Planning International Corporation d/b/a EPIC, Inc., a Delaware corporation (the "Seller"), and World Wide Registration Systems, Inc. d/b/a Expo Logic, a Pennsylvania corporation ("Buyer").

WITNESSETH:

WHEREAS, the parties, together with Alan Johnston, have entered into that certain Letter Purchase Agreement dated of even date herewith (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Defined Terms. Capitalized terms used in this Assignment Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignment and Assumption. Effective as of the Closing, the Seller hereby sells, assigns, grants, conveys and transfers (collectively, the "Assignment") to Buyer all of the Seller's right, title and interest in and to the Assets and Assumed Liabilities. Buyer hereby accepts the Assignment in accordance with the terms and subject to the conditions set forth in the Purchase Agreement.

3. No Modification of the Purchase Agreement. It is understood and agreed that this Assignment Agreement is being executed and delivered pursuant to the Purchase Agreement and nothing contained in this Assignment Agreement is intended to modify, amend, limit or supersede any of the terms, provisions, representations, warranties, covenants or indemnities contained in the Purchase Agreement, all of which are hereby incorporated by reference.

4. Enforceability. This Assignment Agreement is being executed by Buyer and the Seller and shall be binding upon Seller, and its successors and consented-to assigns, for the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof.

5. Governing Law. This Assignment Agreement is made under, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law.

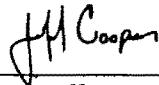
6. Counterparts. This Assignment Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile and electronic signatures shall be treated as if they were originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this ASSIGNMENT AGREEMENT is executed and delivered as of the date first written above.

**BUYER:**

**World Wide Registration Systems, Inc.**

By:   
Name: Jeff Cooper  
Title: Chief Executive Officer and President

**SELLER:**

**Event Planning International Corporation**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, this ASSIGNMENT AGREEMENT is executed and delivered as of the date first written above.

**BUYER:**

**World Wide Registration Systems, Inc.**

By: \_\_\_\_\_

Name: Jeff Cooper

Title: Chief Executive Officer and President

**SELLER:**

**Event Planning International Corporation**

By:  \_\_\_\_\_

Name: Alan Johnston

Title: CEO

(Signature page for Assignment and Assumption Agreement)

## INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment"), dated as of December 15, 2015 (the "Effective Date"), is entered into by and among World Wide Registration Systems, Inc. d/b/a Expo Logic, a Pennsylvania corporation ("Assignee"), on the one hand, and Event Planning International Corporation d/b/a EPIC, Inc., a Delaware corporation, on the other hand ("Assignor"). Each of the Assignor and Assignee are herein referred to individually as a "Party" and together as the "Parties."

### BACKGROUND

- A. Assignor own all rights, including, without limitation, Intellectual Property Rights, in the Assigned IP;
- B. The Parties and Alan Johnson have entered into that certain Purchase Agreement, dated as of the date hereof, (the "Purchase Agreement").

### AGREEMENT

Each Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, including that under the Purchase Agreement as well as Assignee's payment of \$10.00 to Event Planning International Corporation, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agrees as follows:

1. Definitions. The following terms have the meanings set forth below in this Assignment. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

1.1 "Assigned IP" means the Intellectual Property Rights relating to the Business, or any other business of the Company, including, without limitation, the Copyrights, Domain Names, Marks, and Social Media.

1.2 "Copyrights" means the works and accompanying registrations and applications for registration set forth on Exhibit A attached hereto, and any and all work product, whether registered or unregistered, created by or for each Assignor, including without limitation (i) all designs, developments, and implementations of such work product, together with all rights, title and interests under the United States Copyright Act in and to the works, (ii) all rights to registrations, renewals and extensions of such copyrights to the full term or terms for which registration of the works may be issued, and (iii) all licenses and other similar contractual rights; and any royalties, now or hereafter due or payment to Assignor.

1.3 "Domain Names" means the domain name URLs registered by, or for the benefit of, each Assignor, as set forth on Exhibit B attached hereto.

1.4 "Intellectual Property Rights" means all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not registered or otherwise perfected, including without limitation, all (a) patents, reissues of and reexamined patents, and patent applications, whenever filed and wherever issued, including without limitation, continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications; (b) rights associated with works of authorship, including without limitation, copyrights, moral rights, and all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (c) rights and goodwill associated with trademarks, service marks, trade names, brand names, logos, trade dress, other indicia of origin, and all registrations

and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications; (d) internet domain names, internet and world wide web uniform resource locators and addresses; (e) rights relating to the protection of trade secrets and confidential information, ideas, formulas, designs, devices, technology, know-how, research and development, inventions, methods, data, databases, processes, compositions and other trade secrets, whether or not patentable; (f) rights analogous to those set forth in this Section 1.5 and all other proprietary rights relating to intangible property; (g) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, or later filed, issued, or acquired; and (h) all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing.

1.5 “Marks” means the trademarks, trade names, service marks, brand names, logos, trade dress whether registered or unregistered, and/or marks specified in Exhibit C attached hereto, together with the applications and registrations identified therewith, and the goodwill of the business symbolized by and associated with the same, all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing rights.

1.6 “Social Media” means the social media handles and page names identified on Exhibit D attached hereto, including all related passwords, documentation, and other data and information.

2. Assignment of Assigned IP. Each Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee all of its rights (including, without limitation, Intellectual Property Rights), good and marketable title, and interest in and to the Assigned IP, together with all goodwill in connection therewith, free and clear of any liens, security interests, encumbrances or claims of others, and no Assignor reserves any rights in any of the Assigned IP. Each Assignor hereby waives any and all paternity, integrity, moral and other similar rights that it may have now, or in the future, in the works of authorship that are embodied in the Assigned IP. Without limiting the foregoing, no liability related to or arising from the Assigned IP is assigned or transferred in any way to Assignee under this Assignment.

2.1 Recordation. Each Assignor authorizes the Register of Copyrights of the United States, the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, to record Assignee as the owner of the Assigned IP and to issue all registrations for the Assigned IP, to be in the name of Assignee, as assignee of the Assigned IP, for the sole use of Assignee in accordance with the terms of this Assignment. Promptly following any request from Assignee, Assignor shall execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names and Social Media from the Assignor to the Assignee.

2.2 Rights that Cannot Be Assigned. If any Assignor has any rights in the Assigned IP that cannot be assigned to Assignee in accordance with this Section 2, then that Assignor hereby grants to Assignee an exclusive (even as to that Assignor), fully paid, royalty-free, perpetual, irrevocable, transferable, unlimited, license with the right to sublicense, worldwide, in all media, now existing or created in the future, for all versions and elements, and in all languages, to use, copy, distribute, create derivative works of, publicly perform, publicly display, digitally perform, practice the methods of, make, have made, import, export, offer for sale, and sell copies embodying, such Assigned IP, for the entire duration of such rights. If any Assignor has any such rights that cannot be assigned or licensed to Assignee in accordance with this Section 2, then that Assignor hereby waives the enforcement of such rights.

3. Further Assurances.

3.1 No Retained Intellectual Property Rights. Each Assignor hereby acknowledges that it retains no right to use the Assigned IP and agrees not to challenge the validity of Assignee's ownership of the Assigned IP or undertake any actions inconsistent with Assignee's ownership thereof. Upon each request by Assignee, without additional consideration, each Assignor agrees to promptly execute documents, testify and take other acts as Assignee may deem necessary or desirable to procure, maintain, perfect, evidence and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Assigned IP and all rights assigned hereunder, and render all necessary assistance in making application for and obtaining all Intellectual Property Rights related to the Assigned IP in Assignee's name and for its benefit. Assignee will reimburse each Assignor for its reasonable expenses in performance under this Section 3.1.

3.2 Power of Attorney. In the event Assignee is unable for any reason, after reasonable effort, to secure any Assignor's signature on any document needed in connection with the actions specified herein, that Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by that Assignor. Each Assignor hereby waives and quitclaims to Assignee any and all claims, of any nature whatsoever, which it now or may hereafter have for infringement of any Assigned IP assigned hereunder.

3.3 Assignment of Agreements. Each Assignor agrees that, upon the request of Assignee, it shall, at Assignee's expense, take such actions as reasonably necessary to allow Assignee to obtain the benefits of and assume the obligations under any agreement between it and any of its current or former employees or consultants related to its rights in and to the Assigned IP (each such agreement, an "IP Contract"). Such actions shall include the assignment of the applicable IP Contract to Assignee to the extent necessary for Assignee to enforce the terms of and assert any claim under the applicable IP Contract with respect to Assignee's Intellectual Property Rights in the Assigned IP.

4. Miscellaneous.

4.1 No Impact on Terms of Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Purchase Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the Parties) set forth in the Purchase Agreement, this Assignment being intended solely to effect the transfer of the Assigned IP strictly in accordance with the terms of the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

4.2 Counterparts. This Assignment may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

*[Signatures on Following Page]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

**ASSIGNEE:**

Worldwide Registration Systems, Inc.

 \_\_\_\_\_

Name: Jeff Cooper

Title: Chief Executive Officer and President

**ASSIGNOR:**

EVENT PLANNING INTERNATIONAL CORPORATION

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

**ASSIGNEE:**

Worldwide Registration Systems, Inc.

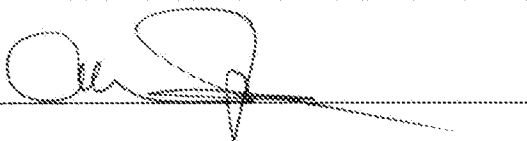
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Name: Jeff Cooper

Title: Chief Executive Officer and President

**ASSIGNORS:**

EVENT PLANNING INTERNATIONAL CORPORATION



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Name: Alan Johnston

Title: CEO

**(Signature page for IP Assignment Agreement)**

**EXHIBIT A**

Copyrights


1. Harvest show registration program; computer program / TXu 654-999
2. All text, graphics, screen displays, audio, video, HTML, and other content and code created for, displayed on, or related to the web sites located on the Domain Name listed in Exhibit B.
3. All text, graphics, screen displays, audio, video, and other content, data, and information created for, displayed on, or related to the Social Media listed in Exhibit D.

Domain Names

www.epiceg.com  
www.tradeshowregistrar.com  
www.mymeetingplan.com  
www.regboutique.com  
www.regboutique.net

EXHIBIT C

Marks

Mark	Jurisdiction	Reg. No.	Reg. Date
	United States	2,615,724	September 3, 2002
EXPOBrander	United States	3,606,622	April 14, 2009

Social Media

LinkedIn®: <https://www.linkedin.com/company/epic-registration>

Facebook®: <https://www.facebook.com/EPIC-Registration-172600702766809/>

Google+®: <https://plus.google.com/118300767756716349769/about>

Twitter®: <https://twitter.com/EPICRegister>