

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472497

<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>
SEMCO Productions, LLC		04/27/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marketplace Events, LLC		
<b>Street Address:</b>	31105 Bainbridge Road, Suite 3		
<b>City:</b>	Solon		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44139		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1428673	ATLANTA HOME SHOW	
<b>Serial Number:</b>	87884742	NORTH ATLANTA HOME SHOW	
<b>Serial Number:</b>	87884884	NORTH ATLANTA HOME SHOW & OUTDOOR LIVING	
<b>Serial Number:</b>	87890276	ATLANTA HOME SHOW	
<b>Serial Number:</b>	87884853	FALL ATLANTA HOME SHOW & OUTDOOR LIVING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2123602307		
<b>Email:</b>	docketing@kellyweinerlaw.com		
<b>Correspondent Name:</b>	Law Office of Kelly Weiner PLLC		
<b>Address Line 1:</b>	175 Varick Street. Ste. 661		
<b>Address Line 4:</b>	New York, NEW YORK 10014		
<b>NAME OF SUBMITTER:</b>	Kelly Weiner		
<b>SIGNATURE:</b>	/kelly weiner/		
<b>DATE SIGNED:</b>	05/03/2018		
<b>Total Attachments: 4</b>			
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OP \$140.00 1428673

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source=SEMCO MPE Trademark Assignment#page4.tif

**EXHIBIT 5.2.2**

**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** dated as of the 27th day of April, 2018 is made

**BETWEEN:**

**SEMCO PRODUCTIONS, L.L.C.**, a Florida limited liability company  
("Assignor")

- and -

**MARKETPLACE EVENTS LLC**, a Delaware limited liability company ("Assignee")

**WHEREAS** Assignor and Assignee are parties to an Asset Purchase Agreement dated April 27, 2018 (the "**Asset Purchase Agreement**") pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Acquired Assets (as defined in the Asset Purchase Agreement);

**WHEREAS** the Acquired Assets include the trademarks, service marks, and registrations therefor and applications for registrations thereof, listed in Appendix A attached hereto (collectively, the "**Marks**");

**WHEREAS** Assignor and Assignee have agreed to execute and deliver this Agreement pursuant to Sections 5.2.2 and 5.3.3 of the Asset Purchase Agreement; and

**WHEREAS** capitalized terms used in this Agreement and not otherwise defined have the meanings specified in the Asset Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. **Assignment of Marks.** Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title, interest and benefit in and to the Marks, together with: (1) the goodwill of the Business symbolized thereby; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for future infringements and misappropriations of the Marks; and (3) all rights to sue for present and future infringements or misappropriations of the Marks.

2. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or electronic form and the parties adopt any signatures received by a receiving fax machine or other electronic form as original signatures of the parties.

[Signature page to follow]

As of the day and year above written, the parties hereto have duly executed this Assignment.

SIGNED for and on behalf of  
**MARKETPLACE EVENTS LLC**



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Name: Mark White

Title: Chief Financial Officer

I have the authority to bind the company

SIGNED for and on behalf of  
**SEMCO PRODUCTIONS, L.L.C.**

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Name: Peter Johnson

Title: Owner

I have the authority to bind the company

**[Signature page to the Trademark Assignment Agreement]**

As of the day and year above written, the parties hereto have duly executed this Assignment.

SIGNED for and on behalf of  
**MARKETPLACE EVENTS LLC**

---

Name: Mark White

Title: Chief Financial Officer

I have the authority to bind the company

SIGNED for and on behalf of  
**SEMCO PRODUCTIONS, L.L.C.**



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Name: Peter Johnson

Title: Owner

I have the authority to bind the company

**[Signature page to the Trademark Assignment Agreement]**

SCHEDULE 3.9  
INTELLECTUAL PROPERTY

Trademark	App./Reg. No.	Status
ATLANTA HOME SHOW	1428673	Renewed/live
NORTH ATLANTA HOME SHOW	87884742	Pending
NORTH ATLANTA HOME SHOW & OUTDOOR LIVING EXPO	87884884	Pending
ATLANTA HOME SHOW (logo) 	87890276	Pending
FALL ATLANTA HOME SHOW & OUTDOOR LIVING EXPO	87884853	Pending