# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM550377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Convention Data Services, Inc.		10/02/2019	Corporation: MASSACHUSETTS

### **RECEIVING PARTY DATA**

Name:	Freeman Digital Ventures, LLC	
Street Address:	5555 W. Sunset Road	
City:	Las Vegas	
State/Country:	NEVADA	
Postal Code:	89119	
Entity Type:	Limited Liability Company: NEVADA	

## **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	88119680	SHOW PRO
Registration Number:	5178389	CONVERGE
Registration Number:	5387966	DATA SENSE
Registration Number:	5309650	XPRESS LEADS
Registration Number:	5178388	CONVERGE
Registration Number:	5178346	CONVERGE
Registration Number:	5044435	SCOUT EVENT GUIDE
Registration Number:	5035942	CONNECTING PEOPLE. DRIVING EVENTS.
Registration Number:	3316373	CONVENTION DATA SERVICES

# **CORRESPONDENCE DATA**

Fax Number: 6127661600

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: 6127667000

trademark@faegrebd.com Email: **Correspondent Name:** Stephanie Gumm/Sarah House Address Line 1: 90 South Seventh Street, Suite 2200 Address Line 4: Minneapolis, MINNESOTA 55402

> TRADEMARK **REEL: 006800 FRAME: 0918**

900524261

ATTORNEY DOCKET NUMBER:	456164.207
NAME OF SUBMITTER:	Sarah M. House
SIGNATURE:	/Sarah M House/
DATE SIGNED:	11/21/2019

# **Total Attachments: 6**

source=Assignment of IP\_CDS to Freeman Digital Ventures LLC#page1.tif source=Assignment of IP\_CDS to Freeman Digital Ventures LLC#page2.tif source=Assignment of IP\_CDS to Freeman Digital Ventures LLC#page3.tif source=Assignment of IP\_CDS to Freeman Digital Ventures LLC#page4.tif source=Assignment of IP\_CDS to Freeman Digital Ventures LLC#page5.tif source=Assignment of IP\_CDS to Freeman Digital Ventures LLC#page6.tif

#### ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "<u>Assignment</u>") is made and entered into effective as of October 2, 2019, by and between **Convention Data Services, Inc., a Massachusetts corporation**, ("<u>Assignor</u>"), and **Freeman Digital Ventures**, **LLC**, a Nevada limited liability company, ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee have entered into that certain Stock Purchase Agreement dated effective as of October 1, 2019 (the "Purchase Agreement"), by and among Assignee, Assignor and the other parties thereto; and

WHEREAS, Assignor desires to sell, transfer, assign, convey and deliver to Assignee, and Assignee desires to acquire Assignor's entire right, title and interest in and to, the Assigned Intellectual Property.

- NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
- 1. <u>Definitions</u>. Capitalized terms used herein and not otherwise defined herein will have the respective meanings assigned to such terms in the Purchase Agreement. As used herein, the following terms have the following meanings:

"Assigned Intellectual Property" means, collectively, all Intellectual Property (as defined in the Purchase Agreement) held or used by the Assignor and being transferred to Assignee, including but not limited to the items listed on Schedule A.

- 2. <u>Assignment.</u> Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Assigned Intellectual Property and all issuances, extensions and renewals thereof, together with the goodwill of the business symbolized by and associated with the Assigned Intellectual Property, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. The transfer of the Assigned Intellectual Property accompanies, pursuant to the Purchase Agreement, the transfer of the business to which the Assigned Intellectual Property pertains, and that business is ongoing and existing. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.
- 3. <u>Further Assurances</u>. The parties hereby covenant and agree to execute and have executed all such further documents necessary to complete the timely transfer of the Assigned Intellectual Property to Assignee.

# 4. General.

4.1 <u>Entire Acreement: Modification</u>. This Assignment contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written,

among the parties with respect to such subject matter. This Assignment may not be amended except by a written agreement signed by each of the parties to this Assignment.

- 4.2 <u>Severability</u>. If any provision of this Assignment is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; <u>provided</u>, <u>however</u>, that the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provision shall be replaced by Assignor and Assignee with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.
- 4.3 <u>Headings: Construction.</u> The headings of Articles and Sections in this Assignment are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits and schedules to this Assignment are incorporated into and constitute an integral part of this Assignment as if fully set forth herein. All words used in this Assignment will be construed to be of such gender or number as the context requires. All references to documents, instruments or agreements will be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. The language used in this Assignment will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party has reviewed this Assignment and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be available in the interpretation of this Assignment.
- 4.4 <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws.
- 4.5 Execution: Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page Follows]

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**IN WITNESS WHEREOF**, Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

# **ASSIGNOR:**

Convention Data Services, Inc., a Massachusetts corporation

Ву: \_\_\_\_\_\_

Name: Richard Maranville

Title: EVP

# ASSIGNEE:

Freeman Digital Ventures, LLC, a Nevada limited liability company

Name: Richard Maranville

Title: EVP

# SCHEDULE A

- 1. See attached list of software products.
- 2. Domain Names

exhibitoremails.co.

exhibitoremails.com.

exhibitoremails.net.

xpressevent.com.

xpressevent.net.

xpressreg.info.

cdsreg.co.

showleads.net.

cdsreg.net.

myshowportal.net.

cdsreg.org.

myshowportal.com.

myshowportal.org.

conventiondataservices.biz.

conventiondataservices.co.

conventiondataservices.com.

conventiondataservices.net.

conventiondataservices.info.

conventiondataservices.org.

conventiondataservices.us.

newtrademedia.com.

membermanagerpro.com.

newtrademedia.net.

showguide.com.

showreg.com.

xpressregportal.org.

xpressreports.co.

xpressreports.net.

xpressreports.org.

xpressregportal.co.

xpressregportal.com.

xpressregportal.net.

xpressleadpro.org.

xpressreg.com.

xpressreg.co.

xpressleadpro.net. cdsreg.com. yourshowreceipt.net. yourshowreceipt.com. yourshowreceipt.co. convention-mail.com. convention-mail.net. convention-mail.co. convention-mail.org. xpressleadpro.com. xpressreg.net. cdsdatasense.net. cdsdatasense.org. cdsdatasense.com. cdspay.com. cdspay.net. cdspay.us. xpresspaymentservice.net. cdspay.org. xpresspaymentservice.com. xpresspaymentservice.org. xpresspaymentservice.us. showproevent.org. showproevent.com. showproevent.net.

# 3. Trademarks

**RECORDED: 11/21/2019** 

Trademark	Serial No.	Filing Date	Status	Country	Reg. No.	Reg. Date	Class
SHOW PRO	88119680	September 17, 2018	Allowed	US	N/A	N/A	42
CONVERGE (Stylized)	87155899	August 30, 2016	Registered	US	5178389	April 4, 2017	42
DATA SENSE	87245795	November 22, 2016	Registered	US	5387966	January 23, 2018	42
XPRESS LEADS	87308313	January 20, 2017	Registered	US	5309650	October 17, 2017	42
CONVERGE (Stylized)	87155887	August 30, 2016	Registered	US	5178388	April 4, 2017	42
CONVERGE	87096064	July 7, 2016	Registered	US	5178346	April 4, 2017	42
SCOUT EVENT GUIDE	86882361	January 21, 2016	Registered	US	5044435	September 20, 2016	09
CONNECTING PEOPLE. DRIVING EVENTS.	86888047	January 27, 2016	Registered	US	5035942	September 6, 2016	35
CONVENTION DATA SERVICES	77090792	January 25, 2007	Registered	US	3316373	October 23, 2007	35