

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3D Exhibits, Inc.		02/03/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	3D Experiential LLC		
Street Address:	2828 Charter Road		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19154		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2920519	3D	
Registration Number:	2930286	3D EXHIBITS	
Registration Number:	3411372	EVERYTHING MATTERS.	
Registration Number:	4322126	FOR REAL	
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:	4045723574		
Email:	munnally@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree St NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Robert Jackson		
SIGNATURE:	/Robert Jackson/		
DATE SIGNED:	08/02/2023		
Total Attachments: 7			
source=LEGAL 50798925v1 10. 3D_Sparks-Assignment of Intellectual Property Rights Executed#page1.tif			
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this "Assignment"), dated as of February 3, 2021, is between 3D Exhibits, Inc., an Illinois corporation ("Assignor"), and 3D Experiential LLC, an Illinois limited liability company ("Assignee"). Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

BACKGROUND

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign the Business Intellectual Property Rights to Assignee, and Assignee has agreed to purchase and acquire the Business Intellectual Property Rights; and

WHEREAS, the parties are executing and delivering this Assignment for the purpose of evidencing Assignor's assignment of the Business Intellectual Property Rights to Assignee.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of and pursuant to the terms and conditions set forth in the Purchase Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Business Intellectual Property Rights. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, its successors and assigns, free and clear of all Liens, all rights, title and interest in and to the Business Intellectual Property Rights, and Assignee hereby accepts such rights, title and interest in and to the Business Intellectual Property Rights.

2. Trademarks. Without limiting the generality of Section 1 of this Assignment, Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts, all rights, title and interest in and to all Marks comprising part of the Business Intellectual Property Rights, together with the goodwill of the business associated therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof, and any and all corresponding rights that now or hereafter may be secured throughout the world, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, and all common law rights in such Marks, in all cases including without limitation the Marks identified in Exhibit A.

3. Domain Names. Without limiting the generality of Section 1 of this Assignment, Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interest in and to any and all Domain Names comprising part of the Business Intellectual Property Rights, and any and all goodwill associated therewith, if any, including without limitation the Domain Names set forth in Exhibit B and all associated registrations and any rights with respect to administration and hosting. Within ten (10) business days of the date of this Assignment, Assignor shall execute all documents, papers, forms,

and authorizations, and take such other actions as may be necessary to effectuate transfer of ownership and control of the Domain Names to and by Assignee. Domain Names will be deemed transferred when Assignee has administrative and technical access to the Domain Names, and sole control over where any domain names point, Assignee's registrar has confirmed the transfer of any domain names in accordance with its procedures, and any applicable WHOIS database identifies Assignee as the registrant of the domain names.

4. Recordal / Further Assurances. Assignor hereby authorizes Assignee to request the relevant governmental entity in each applicable country or jurisdiction to record Assignee as the assignee and owner of such Business Intellectual Property Rights, as applicable, and hereby consents to such recordal. Assignor from time to time, as and when requested by Assignee, shall, without additional cost or expense, execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as Assignee may reasonably deem necessary or desirable to vest more effectively in Assignee or to put Assignee more fully in possession of, any of the Business Intellectual Property Rights.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the substantive laws of the State of Delaware without giving any effect to any choice of laws principles. Venue for any proceeding, judicial or otherwise, concerning this Assignment shall be the same venue as required or permitted under the Purchase Agreement.

6. Purchase Agreement. This Assignment is made subject to the provisions of the Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

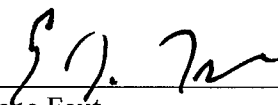
7. Miscellaneous. None of the terms and provisions contained in this Assignment may be changed except pursuant to a writing signed by Assignor and Assignee. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns. This Assignment is not intended to, and does not, create any rights in or confer any benefits upon anyone other than the parties to this Assignment. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Any counterpart signature page delivered by .pdf, facsimile or other electronic transmission shall be deemed to be and have the same force and effect as an originally executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Intellectual Property Rights to be duly executed and delivered on the date first set forth above.

ASSIGNOR:

3D EXHIBITS, INC.

By: 
Name: Eugene Faut
Title: President

ASSIGNEE:

3D EXPERIENTIAL LLC

By: _____
Name: Scott Tarte
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Intellectual Property Rights to be duly executed and delivered on the date first set forth above.

ASSIGNOR:

3D EXHIBITS, INC.

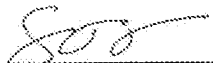
By: _____

Name: Eugene Faut

Title: President

ASSIGNEE:

3D EXPERIENTIAL LLC

By:  _____

Name: Scott Tarte

Title: Chief Executive Officer

EXHIBIT A

Trademarks

Seller has registered the following trademarks with the United States Patent and Trademark Office:

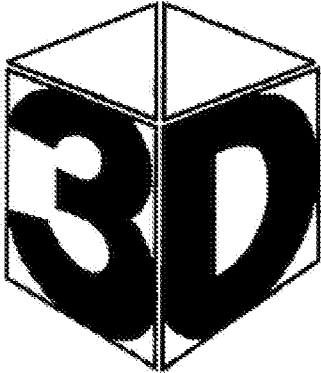
Trademark Reg. No.	Mark
2920519	
2930286	3D EXHIBITS
3411372	EVERYTHING MATTERS
4322126	FOR REAL

EXHIBIT B

Domain Names

3dexhibits.com

client	domain	status	ownership	program
3D	3dconference.virtualevents-hub.com	TRUE	3D	Virtual
3D	3dconnect.app	TRUE	3D	Lead app
3D	3depayments.com	TRUE	3D	payment gateway
3D	3dexhibitsleads.com	TRUE	3D	Lead app
Dell	AmericasTechSummit2020.virtualevents-hub.com	TRUE	3D	Virtual
antech	antechtradeshows.com	TRUE	3D	Lead app
Dell	APJCTechSummit2020.virtualevents-hub.com	TRUE	3D	Virtual
3D	apps.3dexhibitsleads.com	TRUE	3D	Lead app
arthrex	arthrex.virtualevents-hub.com	TRUE	3D	Virtual
atrium	atrium.virtualevents-hub.com	TRUE	3D	Virtual
atrium	atriuminnovationsevents.com	TRUE	3D	Lead app
bobcat	bobcatevent.com	TRUE	3D	Lead app
bradley	bradley.virtualevents-hub.com	TRUE	3D	Virtual
cae	cae.virtualevents-hub.com	TRUE	3D	Virtual
canon	canonETD.virtualevents-hub.com	TRUE	3D	Virtual
care credit	carecreditfloorplans.com	TRUE	3D	Floor plan
wiley	configurator.wileyexhibits.com	TRUE	3D	Floor plan
cpkelco	cpkelco.virtualevents-hub.com	TRUE	3D	Virtual
dabir	dabir.virtualevents-hub.com	TRUE	3D	Virtual
Dell	dellevents.us	TRUE	3D	Lead app
dell	delltechnologiesexperience.virtualevents-hub.com	TRUE	3D	Virtual
dexcom	dexcomevents.com	TRUE	3D	Lead app
edlund	edlundtradeshows.com	TRUE	3D	Lead app
dell	Emeachamps2020.virtualevents-hub.com	TRUE	3D	Virtual
exact science	exactsciences.virtualevents-hub.com	FALSE	3D	Virtual
3D	exhibitor.3dexhibitsleads.com	FALSE	3D	Lead app
3D	EXHIBITORLIVE.3dexhibitsleads.com	FALSE	3D	Lead app
AT&T	fusion.virtualevents-hub.com	FALSE	3D	Virtual
Gaf	gaf.3dexhibitsleads.com	TRUE	3D	Lead app
Hills	HillsTradeShows.com	FALSE	Hills	Lead app
hitachi	hitachi-healthcare.virtualevents-hub.com	TRUE	3D	Virtual
hms	hms-tradeshows.com	FALSE	HMS	Lead app
huber	huberwoodevents.com	TRUE	Huber	Lead app
Konica	kmhealthcarevirtual.com	TRUE	Konica	Virtual
Smuckers	leads.smuckerfsleads.com	TRUE	smuckers	Lead app
UCB	leads.ucbtradeshows.com	TRUE	3D	Lead app

lgeus	lgeus.virtualevents-hub.com	TRUE	3D	Virtual
McAfee	mcafeesko2021.virtualevents-hub.com	TRUE	3D	Virtual
3d	meetings.virtualevents-hub.com	TRUE	3D	Virtual
meppi	meppi.virtualevents-hub.com	TRUE	3D	Virtual
Merck	MerckAhTradeShows.com	TRUE	Merck	Lead app
moen	moen.virtualevents-hub.com	TRUE	3D	Virtual
Madison	mpgattendeetracker.com	TRUE	3D	Lead app
3d	My3DEXhibitsPortal.com	TRUE	3D	inventory
s&S Trucking	Newstarinfo.com	TRUE	3D	Lead app
Praxair	praxair.3dexhibitsleads.com	TRUE	3D	Lead app
qstraint	qstraintevents.com	TRUE	qstraint	Lead app
radian	radian.virtualevents-hub.com	TRUE	3D	Virtual
radian	radianevent.com	TRUE	3D	Lead app
refinitiv	refinitivevents.com	TRUE	refinitiv	Lead app
Seqirus	seqirus.3dexhibitsleads.com	TRUE	3D	Lead app
Smuckers	SmuckerFSLiterature.com	TRUE	Smuckers	Lead app
syngenta	syngentaus.virtualevents-hub.com	TRUE	3D	Virtual
dell	techrally.virtualevents-hub.com	TRUE	3D	Virtual
3D	timekeeper.3dexhibits.com	TRUE	3D	time
TTI	TTI.virtualevents-hub.com	TRUE	3D	Virtual
UCB	UCB.virtualevents-hub.com	TRUE	3D	Virtual
varex	varex.virtualevents-hub.com	TRUE	3D	Virtual
varex	varexrsna2020.virtualevents-hub.com	TRUE	3D	Virtual
3D	vipevents.3dexhibitsleads.com	FALSE	3D	Lead app
Dexcom	virtual.dexcom.com	TRUE	Dexcom	Virtual
Radian	virtual.radianevent.com	TRUE	Radian	Virtual
3D	virtualbooth.3dexhibits.com	TRUE	3D	Virtual
Charles River	virtualevents.criver.com	TRUE	CRL	Virtual
3D	virtualevents-hub.com	TRUE	3D	Virtual
wells Fargo	wftradeshowportal.com	TRUE	3D	inventory
wells Fargo	wftradeshow.com	TRUE	3D	Lead app
wiley	wileyexhibits.com	TRUE	3D	Lead app