TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM837239

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Informa Markets Medica LLC		11/14/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	USA Beauty LLC	
Street Address:	5850 T.G. Lee Boulevard, Ste. 210	
City:	Orlando	
State/Country:	FLORIDA	
Postal Code:	32822	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6865028	PREMIERE ORLANDO

CORRESPONDENCE DATA

Fax Number:

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: 2122925390

mail@ipcounselors.com Email:

William C. Wright **Correspondent Name:**

Address Line 1: 60 East 42nd Street, Suite 1250 Address Line 4: New York, NEW YORK 10165

NAME OF SUBMITTER:	Jeannie Ashten
SIGNATURE:	/Jeannie Ashten/
DATE SIGNED:	09/06/2023

Total Attachments: 5

source=Informa - Project Piattaforma - Step 1.09 - USA Beauty - Assignment of IP and Databases#page1.tif source=Informa - Project Piattaforma - Step 1.09 - USA Beauty - Assignment of IP and Databases#page2.tif source=Informa - Project Piattaforma - Step 1.09 - USA Beauty - Assignment of IP and Databases#page3.tif source=Informa - Project Piattaforma - Step 1.09 - USA Beauty - Assignment of IP and Databases#page4.tif source=Informa - Project Piattaforma - Step 1.09 - USA Beauty - Assignment of IP and Databases#page5.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY AND DATABASES

This ASSIGNMENT OF INTELLECTUAL PROPERTY AND DATABASES (this "Assignment") is made this November 14, 2022, by (i) Informa Markets Medica LLC, a limited liability company organized under the laws of the State of Delaware ("Assignor"), to and in favor of (ii) USA Beauty LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Contribution Agreement (as defined below).

RECITALS

WHEREAS, Assignee and the Assignor are parties to that certain Contribution Agreement (the "Contribution Agreement"), dated as of even date herewith, pursuant to which the Assignor has agreed to contribute, convey, transfer, assign and deliver to Assignee and Assignee has agreed to accept from the Assignor the Assets, including, without limitation, the Intellectual Property Assets and the Databases; and

WHEREAS, Section 3.4(a)(iv) of the Contribution Agreement contemplates that the Assignor will execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- Assignment. The Assignor hereby contributes, conveys, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of the entire right, title and interest of Assignor in and to the Intellectual Property Assets and Databases, including without limitation all of the intellectual property rights associated with each of the items set forth on Exhibit A together with goodwill associated therewith, and all rights to sue for infringement of any of such rights, whether arising prior to or subsequent to the date of this Assignment, the same to be held and enjoyed by the 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 such Assignor had this Assignment not been made.
- 2. <u>Further Assurances</u>. Assignor agrees, without further consideration, to execute all documents necessary to effect, evidence or perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor fails or is unable to execute such documents, Assignor hereby appoints Assignee as its attorney-in-fact for the sole purpose of executing such documents.
- 3. <u>Binding Effect; Assignment</u>. This Assignment is binding upon Assignor, its successors and assigns, and inures to the benefit of Assignee, its successors and assigns.
- 4. <u>Governing Law</u>. This Assignment is governed by the laws of the State of Delaware, without regard to conflicts of laws principles.
- 5. <u>Conflict</u>. This Assignment is being delivered pursuant to, and is subject to the applicable terms and conditions of, the Contribution Agreement. In the event of any conflict between the terms of the Contribution Agreement and the terms of this Assignment, the terms of the Contribution Agreement shall prevail to the extent of such conflict.
- 6. <u>Means of Execution</u>. Delivery of a copy of this Assignment bearing an original signature by facsimile transmission, by electronic mail in portable document format (.pdf) form,

or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

(Signature page follows)

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

INFORMA MARKETS MEDICA LLC

By:

Name: Brian Vasandani

Title: Vice President

USA BEAUTY LLC

By:

Name: Brian Vasandani

Title: Authorized Representative

406,096,372

EXHIBIT A

List of Intellectual Property

1. Trade Names:

- a. Premiere Orlando
- b. Premiere Birmingham
- c. Premiere Columbus
- d. Premiere Philadelphia

2. Domain Names:

- a. Premiereorlandoshow.biz
- b. Premierecolumbusshow.biz
- c. Premierebirminghamshow.biz
- d. Premierephiladelphiashow.biz (doesn't link anywhere)
- e. Premiereshows.com
- f. Premieredayspa.biz (forwards to Premiere Orlando)
- g. Beautyclassicshow.biz (forwards to new Columbus URL)
- h. Premiereorlando.premiereshowgroup.com subdomain from premiereshowgroup.com (old shopping cart)
- i. Premierebeautyclassic.premiereshowgroup.com subdomain from premiereshowgroup.com (old shopping cart)
- j. Premierebirmingham.premiereshowgroup.com subdomain from premiereshowgroup.com (old shopping cart)
- k. PremiereAnaheimShow.com (goes to Premiereshows.com right now)
- 1. PremiereNashvilleShow.com (not linked)
- m. PremiereMiamiShow.com (not linked)
- n. PremiereSanAntonioShow.com (goes to Premiereshows.com right now)
- o. PremiereShowGroup.com (doesn't link anywhere)
- p. premierebirminghamshow.com (not linked)
- q. premierecolumbusshow.com (not linked)
- r. premiereorlandoshow.com (not linked)
- s. premierephiladelphiashow.com (not linked)

3. Social Media Accounts

- a. ORL Facebook: https://www.facebook.com/PremiereOrlando
- b. ORL Instagram: https://www.instagram.com/premiere_orlando/
- c. ORL Twitter: https://twitter.com/PremiereOrlando (no longer using)
- d. COL Facebook: https://www.facebook.com/PremiereColumbus
- e. COL Instagram: https://www.instagram.com/premierecolumbus/
- f. COL Twitter: https://twitter.com/PremiereCol (no longer using)
- g. BIR Facebook: https://www.facebook.com/PremiereBirmingham
- h. BIR Instagram: https://www.instagram.com/premierebirmingham/
- i. BIR Twitter: https://twitter.com/PremiereBirm (no longer using)
- j. YouTube: https://www.youtube.com/channel/UCsszHAaghLda9RAUYU0HzEQ
- k. LinkedIn https://www.linkedin.com/company/premiere-show-group/

1. Trademark Registrations

a. Pending USPTO trademark application (Serial No. 97019057) filed

- 9/9/2021 for "PREMIERE ORLANDO" word mark (claiming first use dating back to August 19, 1990).
- b. Florida trademark (Document T21000000922) filed 9/3/2021 for "PREMIERE" word mark (claiming first use dating back to August 19, 1990); owner is Informa Markets Medica LLC.
- c. Florida trademark (Document T21000000921) filed 9/3/2021 for "premiereORLANDO" logo (claiming first use dating back to August 19, 1990); owner is Informa Markets Medica LLC.



RECORDED: 09/06/2023