# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM385678

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
F+W Media, Inc.		05/23/2016	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Penton Business Media, Inc.	
Street Address:	1166 Avenue of the Americas	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10036	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4340239	HEALTHY BEVERAGE EXPO

## CORRESPONDENCE DATA

Fax Number: 2152799394

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.

Email: jordan.lavine@flastergreenberg.com

Jordan A. LaVine **Correspondent Name:** 

Address Line 1: 1600 JFK Blvd., 2nd Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Jordan LaVine
SIGNATURE:	/jordan lavine/
DATE SIGNED:	05/26/2016

### **Total Attachments: 4**

source=F+W - Penton Trademark and Domain Name Assignment - 5.23.16 - FULLY EXECUTED#page1.tif source=F+W - Penton Trademark and Domain Name Assignment - 5.23.16 - FULLY EXECUTED#page2.tif source=F+W - Penton Trademark and Domain Name Assignment - 5.23.16 - FULLY EXECUTED#page3.tif source=F+W - Penton Trademark and Domain Name Assignment - 5.23.16 - FULLY EXECUTED#page4.tif

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT**, dated as of May 23, 2016 (this "<u>Assignment</u>"), is made by and between F+W Media, Inc., a Delaware corporation ("<u>Assignor</u>"), and Penton Business Media, Inc., a Delaware corporation ("Assignee").

Assignor is the owner of all right, title, and interest in and to U.S Trademark Registration No. 4,340,239 for HEALTHY BEVERAGE EXPO (the "Registration"), and is the owner of all right, title, and interest in and to the registrations for the domain names identified in Exhibit A hereto (the "Domain Names"). Assignor has used the trademarks identified in Exhibit B hereto (the "Marks") in U.S. commerce, and may have common law rights therein.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Assignor hereby irrevocably assigns, transfers and conveys to Assignee and its successors and assigns, free and clear of all liens and encumbrances, all of Assignor's right, title and interest in and to the Registration, along with any common law rights it may own in the Marks, together with the goodwill, if any, of Assignor's business associated with the use of and symbolized by the Marks, and together with all claims, demands, rights, choses in action and rights of recovery for past infringement thereof, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives.
- 2. Assignor hereby irrevocably assigns, transfers and conveys to Assignee and its successors and assigns, free and clear of all liens and encumbrances, all of Assignor's right, title and interest in and to the Domain Names, along with Assignor's right, title, and interest in and to any traffic analytics and other statistical data, if any, associated with the Domain Names.
- 3. Assignor agrees to provide account passwords for the Domain Names and to execute and deliver to Assignee all documents, and take all actions, reasonably requested by Assignee from time to time to confirm or effect the assignments set forth in Sections 1 and 2 or to otherwise carry out the purposes of same; <u>provided</u>, <u>however</u>, that nothing contained herein shall obligate Assignor to pay any out-of-pocket expense in connection therewith.
- 4. This Assignment constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to same. This Assignment may be signed in counterparts, each of which shall be deemed an original, and each party thereto may become a party hereto by executing a counterpart hereof. This Assignment and any counterpart so executed shall be deemed to be one and the same instrument. The exchange (including by fax or e-mail) of copies of executed counterparts of this Assignment shall be deemed execution and delivery thereof. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (without regard to conflicts of law principles thereof or of any other State). Each of Assignor and Assignee hereby irrevocably submits to the exclusive jurisdiction of any New York State or United States Federal Court sitting in New York City (and any appellate court therefrom) over any action or proceeding arising out of or relating to this Assignment. Each of Assignor and Assignee hereby irrevocably waives any objection that either such party may have to venue and the defense of an inconvenient forum to the maintenance of such action or proceeding.

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

F+W Media, Inc.

3y: \_\_\_\_ Name;

Kitle:

Penton Business Media, Inc.

By:

Name: Andrew Schmolka

Title: SVP

# Exhibit A

# Domain Names

healthybeverageexpo.com healthybeverageshow.com healthybevexpo.com healthybevshow.com

Exhibit B

Marks

HEALTHY BEVERAGE SHOW HEALTHY BEVERAGE EXPO

**RECORDED: 05/26/2016**