

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341026

<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>
The Trustees of the Coppola Family Trust		05/01/2015	TRUST: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AZX, LLC		
<b>Street Address:</b>	916 Kearny Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94133		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2226089	ZOETROPE ALL STORY	
<b>Registration Number:</b>	2682588	ZOETROPE STUDIOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3108205988		
<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>	310-207-3800		
<b>Email:</b>	suzanne_johnston@bstz.com		
<b>Correspondent Name:</b>	Blakely Sokoloff Taylor & Zafman LLP		
<b>Address Line 1:</b>	12400 Wilshire Blvd., 7th Fl.		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025-1040		
<b>ATTORNEY DOCKET NUMBER:</b>	15650.A003		
<b>NAME OF SUBMITTER:</b>	Suzanne Johnston		
<b>SIGNATURE:</b>	/Suzanne Johnston/		
<b>DATE SIGNED:</b>	05/12/2015		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Agreement") is entered into as of May 1, 2015, (the "Effective Date") by and between The Trustees of The Coppola Family Trust, a California trust, with the address of 916 Kearny Street, San Francisco, California 94133 ("Assignor") and AZX, LLC, a California limited liability company, with its principal business offices at 916 Kearny Street, San Francisco, California 94133 ("Assignee").

WHEREAS, Assignor is composed of Francis Ford Coppola, a U.S. citizen, and Eleanor Coppola, a U.S. citizen, as Trustees;

WHEREAS, Assignor owns all right, title and interest in and to the trademarks listed in the attached Exhibit A, all registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (referred to herein as the "Trademarks"); and

WHEREAS, Assignor desires to transfer all right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of their mutual interests and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

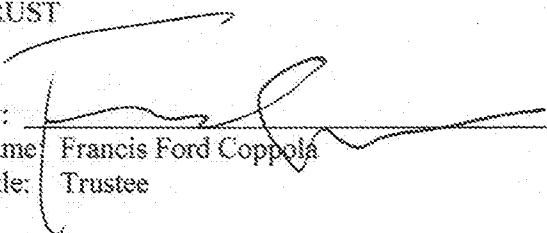
1. Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks throughout the world, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, that portion of the business to which the Trademarks pertain, including the right to license others under the Trademarks and the right to renew any trademark registrations which shall issue from the applications included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.
2. Assignor authorizes Assignee to record this agreement in the United States Patent & Trademark Office and in similar government offices throughout the world.
3. This Trademark Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the principles of conflicts of law.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Trademark Agreement is effective as of the day and year first above written.

**ASSIGNOR**

THE TRUSTEES OF THE COPPOLA FAMILY TRUST

By:   
Name: Francis Ford Coppola  
Title: Trustee

**ASSIGNEE**

AZX, LLC

By: Gordon Wang  
Name: Gordon Wang  
Title: Vice President & Chief Financial Officer

EXHIBIT A

Mark	Country	Class	Reg. No.
ZOETROPE ALL STORY	U.S.	16	2,226,089
ZOETROPE STUDIOS	U.S.	38 & 42	2,682,588