

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DREAMWORKS II DISTRIBUTION CO., LLC		12/16/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	STORYTELLER DISTRIBUTION CO., LLC		
Street Address:	100 UNIVERSAL CITY PLAZA		
City:	UNIVERSAL CITY		
State/Country:	CALIFORNIA		
Postal Code:	91608		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86660019	THE BFG BIG FRIENDLY GIANT	
Serial Number:	86659958	THE BFG BIG FRIENDLY GIANT	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-40716		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	12/16/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of December 16, 2015, is entered into by DreamWorks II Distribution Co., LLC, a Delaware limited liability company, (“Assignor”) and Storyteller Distribution Co., LLC, a Delaware limited liability company, (“Assignee”), with reference to the following facts and circumstances:

WITNESSETH:

WHEREAS, the Assignor has adopted, used and is using, and is the sole owner of the entire right, title and interest, including the goodwill associated therewith, in, to and under all of the trademarks and applications for registration included in Schedule 1 hereto (the “Assigned Trademarks”), and all other intellectual property and other similar proprietary rights in, to and under the Assigned Trademarks in any jurisdiction;

WHEREAS, the Assignor has agreed to sell, assign, transfer, convey and deliver or cause to be sold, assigned, transferred, conveyed and delivered to Assignee all of Assignor’s right, title and interest in, to and under the Assigned Trademarks; and

WHEREAS, Assignee desires to purchase, acquire and accept all the right, title and interest in, to and under the Assigned Trademarks;

NOW, THEREFORE, the parties agree as follows:

Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, together with all goodwill associated with the use of or symbolized by the Assigned Trademarks, all rights of enforcement and the right to damages for past, present and future infringement, unfair competition, passing off or other conflicts relating to the Assigned Trademarks, and all other rights, including common law rights, relating to the Assigned Trademarks, to the extent such rights exist or may exist in the future, each 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 as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

Without limitation to the generality of the foregoing, with respect to United States intent-to-use trademark applications included in the Assigned Trademarks (“ITU Applications”), the assignment granted under this Assignment section accompanies the transfer of Assignor’s business or portion of the business to which such ITU Applications pertain, and that business is ongoing and existing, or the transfer of such ITU Applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such ITU

Applications or the validity or enforceability of registrations issuing from such ITU Applications.

Upon request from Assignee, and at Assignee's expense, Assignor shall furnish, execute, verify and acknowledge such documents or information, including any instrument of transfer and recordable assignments, and perform such other acts as Assignee may lawfully request from time to time, to perfect and vest title in the Assigned Trademarks in Assignee, or Assignee's assigns.

Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and any other relevant authority to transfer all registrations and registration applications for the Assigned Trademarks to Assignee as assignee of such Assignor's entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in such Assigned Trademarks.

Further Assurances. From time to time at the request of Assignee, Assignor shall, without further consideration, execute and deliver or procure the execution and delivery of such instruments of transfer, conveyance, assignment and assumption, and, at Assignee's expense, take such other action as may reasonably be necessary, to confirm and assure the rights and obligations provided for in this Agreement, or to give effect to the transactions contemplated by this Agreement.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties and such successors and permitted assigns, any legal or equitable rights, remedies, obligations or benefits hereunder.

Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Titles. The titles, captions or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Interpretation. For all purposes hereof, the terms "include", "includes" and "including" shall be deemed to be followed by the words "without limitation". The words "hereof", "hereto", "hereby", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "will" shall be construed to have the same meaning as the word "shall". The word "or" is not exclusive. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The definitions contained in this Agreement are

applicable to the singular as well as the plural forms of such terms and to the masculine as well as the feminine and neuter genders of such terms. Any applicable law defined or referred to herein means such applicable law as from time to time amended, modified or supplemented. Any reference to any statute herein shall also be deemed to refer to all rules and regulations promulgated thereunder. References to a person are also to its successors and permitted assigns.

Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Signatures to this Agreement transmitted via facsimile, PDF file or other electronic transmission shall have the same effect as original signatures.

Integrated Contract. This Agreement, together with Schedule 1 hereto, contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all other prior covenants, agreements, undertakings, obligations, promises, arrangements, communications, representations and warranties, whether written or oral, with respect to such matters.

Severability. If any term or other provision of this Agreement is held invalid, illegal or incapable of being enforced in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof or the application of such provision to any other persons or circumstances.

Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of California, without regard to the choice of law provisions thereof. Any legal proceeding arising in connection herewith shall be submitted for trial exclusively before the United States District Court for the Central District of California, or if and only if the United States District Court does not have jurisdiction, then before the Superior Court in and for the County of Los Angeles, State of California, or if and only if neither such court shall have jurisdiction, then before any other court sitting in Los Angeles County, California, having subject matter jurisdiction, and the parties hereby submit to the exclusive jurisdiction of such courts and consent to service of process outside of the State of California pursuant to the requirement of such court in any matter subject to it.

Amendments; Waiver. This Agreement may be amended, modified, superseded or canceled only by an instrument in writing signed by the Assignor and Assignee. Any of the provisions hereof may be waived only by an instrument in writing signed by or on behalf of the party waiving compliance. The failure or delay by any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights nor shall any single or partial exercise by any party to this Agreement of any of its rights under this Agreement preclude any other or further exercise of such rights or any other rights under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignee and Assignor have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

DREAMWORKS II
DISTRIBUTION CO., LLC

By: [Signature]
Name: JEFF SMALL
Title: COO

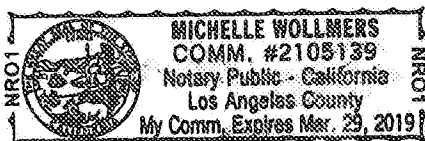
STATE OF California

: ss.:

COUNTY OF Los Angeles

On the 14 day of December 2015 before me personally came JEFF SMALL to me known, who, being by me duly sworn, did depose and say that [s]he resides in Carlsbad, CA; and that [s]he signed [her][his] name to execute the above Agreement.


Notarial Seal



[Signature Page to Trademark Assignment Agreement]

ASSIGNEE:

STORYTELLER
DISTRIBUTION CO., LLC

By: 
Name: **JEFF SMALL**
Title: **PRESIDENT**

STATE OF CALIFORNIA

: SS.:

COUNTY OF LOS ANGELES

On the 7 day of December, 2015 before me personally came
JEFF SMALL to me known, who, being by me duly sworn, did depose and say
that [s]he resides in CALABASAS CA; and that
[s]he signed [her] [his] name to execute the above Agreement.

Notarial Seal



[Signature Page to Trademark Assignment Agreement]

Schedule 1

Trademarks and Trademark Applications

Country	Trademark	App. No./ Reg. No.	Application Date	Registration Date
Germany	BFG	302015100461	March 9, 2015	October 2, 2015
Germany	THE BFG	302015100463	March 9, 2015	October 2, 2015
USA	THE BFG BIG FRIENDLY GIANT	Pending – Intent To Use Serial Number: 86660019	June 11, 2015	
USA	THE BFG BIG FRIENDLY GIANT	Pending – Intent To Use Serial Number: 86659958	June 11, 2015	
Community Trademarks	THE BFG THE BIG FRIENDLY GIANT	RN: 014417001 AN: 014417001	July 27, 2015	November 25, 2015
Turkey	THE BFG THE BIG FRIENDLY GIANT	AN: 2015/76591	September 18, 2015	
Turkey	THE BFG BIG FRIENDLY GIANT	AN: 2015/76606	September 18, 2015	