

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tomorrow ITV Studios LLC		04/06/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ITV Rights Limited		
Street Address:	London Television Centre		
Internal Address:	Upper Ground		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SE1 9LT		
Entity Type:	Limited Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86687673	TOMORROW ITV STUDIOS	
Serial Number:	86687679	TOMORROW STUDIOS AN ITV STUDIOS PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	8669602779		
<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:	973-634-4214		
Email:	gary@garylaurieesq.com		
Correspondent Name:	Gary Laurie		
Address Line 1:	133 Elmwood Dr.		
Address Line 4:	Clifton, NEW JERSEY 07013		
NAME OF SUBMITTER:	Gary Laurie		
SIGNATURE:	/Gary Laurie/		
DATE SIGNED:	04/06/2016		
Total Attachments: 7			
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TRADEMARK AGREEMENT AND ASSIGNMENT

This Agreement and Assignment ("Assignment") is made and entered into this 6th day of April, 2018, by and between ITV Rights Limited, ("ITV"), a private company incorporated under English law whose registered office is at The London Television Centre, Upper Ground, London, SE1 9LT, United Kingdom, and Tomorrow ITV Studios LLC ("Tomorrow"), a California Limited Liability Company with a business address of 10886 Wilshire Blvd, 10th Fl, Los Angeles, CA 90024. (Each a "Party" and collectively as the "Parties.")

RECITALS

A. Tomorrow has adopted, owns and has applied to the United States Patent & Trademark Office (USPTO) to register the word mark "Tomorrow ITV Studios", Application serial no. 86887673 and the design mark "Tomorrow Studios An ITV Partnership", Application serial no. 86887679 (collectively "the Marks").

B. Tomorrow has adopted, owns and is using or has a bona fide intention to use the word mark Tomorrow ITV Studios, Application serial no. 86887673 in connection with the following goods and/or services: Cl 8: metal key chains; Cl 9: downloadable audio files featuring music; Digital music downloadable from the internet; Pre-recorded CDs featuring music; Audio and video recordings featuring music and television programs; Compact discs featuring music; Digital materials, namely, CDs, DVDs, downloadable audio files, downloadable video files, etc. featuring music, television programs; Digital media, namely, pre-recorded digital video discs, digital versatile discs, downloadable audio and video recordings, DVDs, and high definition digital discs featuring television programs; Digital music downloadable from the internet; Downloadable television programs, music via the internet and wireless devices; Downloadable television programs provided via a video-on-demand service; Downloadable MP3 files and MP3 recordings featuring music; Downloadable music files; Downloadable musical sound recordings; DVDs featuring television programs; Musical sound recordings; Musical recordings; Pre-recorded DVDs featuring television programs; Pre-recorded CDs featuring music; Sound recordings featuring music; cl 16: calendars; posters; Books in the field of television programs; cl 25: t-shirts; sweatshirts; hats; caps; sweatpants; cl 41: distribution of television programs; television show production; DVD's; Distribution of television programming to cable television systems; Entertainment in the nature of ongoing television programs in the field of drama; Entertainment in the nature of ongoing television programs in the field of drama; Entertainment services, namely, multimedia production services; Entertainment services, namely, multimedia production services; Entertainment services, namely, an ongoing series provided through broadcast television, cable television, webcasts, satellite, internet; Entertainment services, namely, providing ongoing television programs via a global computer network; Entertainment services in the nature of creation, development, and production of television programming; Entertainment, namely, a continuing dramatic show broadcast over television, satellite, audio, and video media; Entertainment, namely, production of television programs; Production and distribution of television programs; Production of cable television programs; Production of DVDs featuring television programs; Production of DVDs, videotapes and television programs; Production of television programs; Provision of non-downloadable television programmes via a video-on-demand service; Television show production.

C. Tomorrow has adopted, owns and is using or has a bona fide intention to use the design mark Tomorrow Studios An ITV Partnership, Application serial no. 86887679 ("the Mark") in connection with the following goods and/or services: cl 9: Digital materials, namely, DVDs, downloadable video files featuring television programs; Digital media, namely, prerecorded video cassettes, digital video discs, digital versatile discs, downloadable video recordings, DVDs, and high definition digital discs featuring television programs; Downloadable television programs via the internet and wireless devices; Downloadable television programs provided via a video-on-demand service; DVDs featuring television programs; Pre-recorded DVDs featuring television programs; cl 41: distribution of television programs; television show production; DVD's; Distribution of television programming to cable television systems; Entertainment in the nature of ongoing television programs in the field of drama; Entertainment in the nature of ongoing

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television programs in the field of drama; Entertainment services, namely, multimedia production services; Entertainment services, namely, an ongoing series provided through broadcast television, cable television, webcasts, satellite, internet; Entertainment services, namely, providing ongoing television programs via a global computer network; Entertainment services in the nature of creation, development, and production of television programming; Entertainment, namely, a continuing drama show broadcast over television, satellite, audio, and video media; Entertainment, namely, production of television programs; Production and distribution of television shows; Production of cable television programs; Production of DVDs featuring television shows; Production of DVDs, videotapes and television programs; Production of television programs; Provision of non-downloadable television programmes via a video-on-demand service; Television show production.

D. ITV desires to acquire the Marks, and the pending applications.

NOW, THEREFORE, the Parties acknowledge and agree that the foregoing Recitals are accurate, and in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tomorrow hereby sells, assigns and transfers to ITV all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the pending applications for registration, and further agree as follows:

1. **Federal Trademark Rights.** TOMORROW hereby assigns the Trademark applications for the Marks to ITV.
2. **Common Law Trademark Rights.** TOMORROW hereby assigns all its common law trademark rights to the Marks to ITV.
3. **Continuity of Brand.** TOMORROW agrees to supply ITV with evidence of first use in commerce of the Marks.
4. **Further assistance if necessary.** Should ITV pursue oppositions or cancellations through the USPTO or legal action through the state or federal courts relating to the Marks, TOMORROW agrees to assist ITV in such endeavor in a prompt and thorough manner, including signing affidavits, providing evidence, or whatever else is reasonably necessary short of travel.
5. **Warranty of Rights.** TOMORROW warrants that it has not granted or conveyed any licenses assignments or encumbrances to the Marks, TOMORROW also warrants that it has full right and title to convey such trademark unencumbered by any claims to ownership or licensing from others.
6. **Consideration.** In consideration for the Assignment of the Marks from Tomorrow to ITV, ITV agrees to grant to Tomorrow a license of the Marks for Tomorrow to use in the United States on the terms of a license substantially in the form of Exhibit A, attached and incorporated by reference.
7. **Miscellaneous.** No modification of any terms of this Assignment shall be valid or binding upon the Parties hereto or entitled to any enforcement whatsoever unless such modification is reduced to writing and signed by the Parties hereto. No consent or waiver, express or implied, by either party with respect to a failure of the other party to perform their obligations pursuant to the terms of this Assignment shall be deemed or construed to be a consent or a waiver as to any other rights which such party may have with respect to the performance of the terms of this Assignment. The rule of construction shall not apply to this Assignment and all parties waive applicability of such rule of construction in interpreting this Assignment. This Assignment shall be governed by the laws of the State of California and all claims involving this Assignment shall be brought in the federal or state courts of California. The individual terms of this Assignment are severable, and the finding or determination by any court of law that a certain section or paragraph of this Assignment is unenforceable shall not render the remainder of this Assignment unenforceable. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Assignment, and the Parties hereto agree that a facsimile or PDF signature may substitute for and have

the same legal effect as the original signature. This Assignment contains the entire Assignment between the Parties and supersedes, merges and replaces all prior or contemporaneous understandings, negotiations, offers, promises, representations and Assignments between the Parties or their attorneys.

EXECUTED as of the date first written above.

ITV Rights Limited

Signature: [Signature]

Printed Name & Title: ELEANOR IRVING, DIRECTOR

Date: 6 APRIL 2016

Tomorrow ITV Studios, LLC

Signature: [Signature]

Davinder Ahluwalia, CFO

Date: 4/5/16

NOTARIZATION

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

On before me, Abraham Gallegos, FSD Notary Public,
(Insert name and title of Notary)

personally appeared DAVINDER S. AHLUWALIA

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Mexico that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature] (Seal)

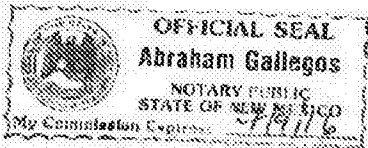


Exhibit A: License Agreement

This Agreement and Assignment ("Assignment") is made and entered into this 6th day of April, 2016, by and between ITV Rights Limited ("Licensor"), a private company incorporated under English law with its registered office at The London Television Centre, Upper Ground, London, SE1 9LT, United Kingdom, and Tomorrow ITV Studios, LLC ("Licensee"), a California Limited Liability Company with a business address of 10866 Wilshire Blvd, 10th Fl., Los Angeles, CA 90024. (Each a "Party" and collectively as the "Parties.")

WHEREAS, Licensee heretofore has used the word mark Tomorrow ITV Studios, Application serial no. 86687673 and the design mark Tomorrow Studios An ITV Partnership, Application serial no. 86687679 (collectively "the Marks") on the following goods and services (the "Products"):

A. Tomorrow ITV Studios, Application serial no. 86687673: Cl 8: metal key chains; Cl 9: downloadable audio files featuring music; Digital music downloadable from the Internet; Pre-recorded CDs featuring music; Audio and video recordings featuring music and television programs; Compact discs featuring music; Digital materials, namely, CDs, DVDs, downloadable audio files, downloadable video files, etc. featuring music, television programs; Digital media, namely, pre-recorded digital video discs, digital versatile discs, downloadable audio and video recordings, DVDs, and high definition digital discs featuring television programs; Digital music downloadable from the Internet; Downloadable television programs, music via the internet and wireless devices; Downloadable television programs provided via a video-on-demand service; Downloadable MP3 files and MP3 recordings featuring music; Downloadable music files; Downloadable musical sound recordings; DVDs featuring television programs; Musical sound recordings; Musical recordings; Pre-recorded DVDs featuring television programs; Pre-recorded CDs featuring music; Sound recordings featuring music; cl 16: calendars; posters; Books in the field of television programs; cl 25: t-shirts; sweatshirts; hats; caps; sweatpants; cl 41: distribution of television programs; television show production; DVD's; Distribution of television programming to cable television systems; Entertainment in the nature of ongoing television programs in the field of drama; Entertainment in the nature of ongoing television programs in the field of drama; Entertainment services, namely, multimedia production services; Entertainment services, namely, multimedia production services; Entertainment services, namely, multimedia production services; Entertainment services, namely, an ongoing series provided through broadcast television, cable television, webcasts, satellite, internet; Entertainment services, namely, providing ongoing television programs via a global computer network; Entertainment services in the nature of creation, development, and production of television programming; Entertainment, namely, a continuing dramatic show broadcast over television, satellite, audio, and video media; Entertainment, namely, production of television programs; Production and distribution of television programs; Production of cable television programs; Production of DVDs featuring television programs; Production of DVDs, videotapes and television programs; Production of television programs; Provision of non-downloadable television programmes via a video-on-demand service; Television show production.

B. Tomorrow Studios An ITV Partnership, design mark Application serial no. 86687679: cl 9: Digital materials, namely, DVDs, downloadable video files featuring television programs; Digital media, namely, prerecorded video cassettes, digital video discs, digital versatile discs, downloadable video recordings, DVDs, and high definition digital discs featuring television programs; Downloadable television programs via the internet and wireless devices; Downloadable television programs provided via a video-on-demand service; DVDs featuring television programs; Pre-recorded DVDs featuring television programs; cl 41: distribution of television programs; television show production; DVD's; Distribution of television programming to cable television systems; Entertainment in the nature of ongoing television programs in the field of drama; Entertainment in the nature of ongoing television programs in the field of drama; Entertainment services, namely, multimedia production services; Entertainment services, namely, an ongoing series provided through broadcast television, cable television, webcasts, satellite, internet; Entertainment services, namely, providing ongoing television programs via a global computer network; Entertainment services in the nature of creation, development, and production of television programming;

Entertainment, namely, a continuing drama show broadcast over television, satellite, audio, and video media; Entertainment, namely, production of television programs; Production and distribution of television shows; Production of cable television programs; Production of DVDs featuring television shows; Production of DVDs, videotapes and television programs; Production of television programs; Provision of non-downloadable television programmes via a video-on-demand service; Television show production.

WHEREAS, Licensor has received from Licensee an assignment of the Marks and the goodwill of the business symbolized thereby; and

WHEREAS, Licensee wishes to continue using the Marks with respect to the business conducted by Licensee with such goods and services, and Licensor is willing to permit such use of the Marks by Licensee on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter provided, and intending to be legally bound, the parties hereby agree as follows.

1. **GRANT**: Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a non-exclusive, non-transferable, royalty-free license to use the Marks on and in connection with Licensee's marketing, leasing, sale and rendering of Products in the United States of America (the "Territory").

2. OWNERSHIP:

(a) Licensee acknowledges that the Marks and all rights therein and the goodwill associated with the Marks throughout the Territory shall belong to Licensor. Licensee is a "related company" within the meaning of 15 U.S.C. § 1127 and Licensee's use of the Marks pursuant to this Agreement inures to the benefit of Licensor, and nothing in this Agreement conveys to Licensee any right, title or interest in or to the marks other than the right to use the Marks in accordance with the provisions of this Agreement.

(b) Licensee agrees that it will not challenge or attack Licensor's rights to the Marks or the validity of this Agreement, will not take or fail to take any action which, by the taking or failure to take such action, has a result of impairing such rights of Licensor, will not use the Marks on goods or services other than Products, without the prior written consent of Licensor, and will not do anything else inconsistent with the rights of Licensor.

3. QUALITY STANDARDS AND MAINTENANCE; PROMOTION:

(a) Licensee agrees that the nature and quality of all goods and services rendered by Licensee in connection with the Marks shall conform to standards prescribed by Licensor, and that Licensee will not depart from such prescribed standards without Licensor's advance written permission.

(b) Licensee is herewith providing to Licensor specimens of Licensee's use of the Marks, including without limitation thereto, descriptions of Products and Product quality control standards actually applied by Licensee, and promotional and other business literature. Licensor hereby adopts Licensee's Product quality control standards. Licensee shall permit inspection by Licensor's representatives at reasonable intervals during regular business hours, for the sole purpose of verifying Licensee's quality control measures. Licensee shall comply with all laws and regulations applicable to the sale, rendering or promotion of Product.

(c) Licensee agrees to use the Marks only in the form and manner, and with appropriate legends, as prescribed by Licensor from time to time.

4. **RELATIONSHIP**: Each party understands and agrees that Licensee and Licensor are in a joint venture relationship.

5. INFRINGEMENT: Licensee agrees to promptly notify Licensor of (a) any unauthorized use of the Marks by third parties, and (b) any infringement or similar third party claims based on Licensee's use of the Marks, as soon as any such use or claim may come to Licensee's attention. Licensor shall have the sole right and discretion to take action to obtain relief from such unauthorized use or claim, and, at the request and expense of Licensor, Licensee agrees that it will cooperate with Licensor by providing to Licensor all such documents, evidence or materials as the Licensor may reasonably request to assist the Licensor in any enforcement or defense action or effort which Licensor may take to protect or to defend its rights in the Marks and/or Licensee's right to use the Marks under this Agreement.

6. TERM, RIGHTS AND OBLIGATIONS:

(a) This Agreement shall be effective as of the date first above written and, unless sooner terminated or extended as hereinafter provided.

(b) The license granted hereunder shall terminate automatically in the event that the joint venture relationship between the parties terminates or in the event that Licensee is unable to pay its debts as they fall due or is otherwise declared insolvent or bankrupt.

(c) It is understood and agreed by the parties that unless otherwise approved by Licensor in writing:

(i) Licensee will use the Marks on all Products marketed, leased, sold or rendered by Licensee during the term of this Agreement.

(ii) If, during the term of this Agreement, Licensee proposes to market and sell any goods or to render any services not included within Products as above defined, prior to such action Licensee shall give to Licensor written notice of such proposed action, specifying the goods or services, and the parties shall use best efforts to negotiate mutually acceptable terms and conditions for Licensee's use of the Marks on or in connection with such goods and services, alone or in combination with another mark or marks.

7. CONSEQUENCES OF TERMINATION

(a) Upon termination of this Agreement, Licensee shall immediately cease any and all use of the Marks including changing its corporate name to remove the Mark.

(b) Termination of this Agreement shall be without prejudice to any existing rights and/or claims Licensor may have against Licensee and shall not relieve Licensee from fulfilling its obligations accrued prior to termination.

(c) The Licensee shall do nothing after the expiry or termination of this Agreement which might lead any person to believe that the Licensee is still licensed to use the Marks.

8. ENTIRE AGREEMENT: No modification of any terms of this Agreement shall be valid or binding upon the Parties hereto or entitled to any enforcement whatsoever unless such modification is reduced to writing and signed by the Parties hereto. No consent or waiver, express or implied, by either party with respect to a failure of the other party to perform their obligations pursuant to the terms of this Agreement shall be deemed or construed to be a consent or a waiver as to any other rights which such party may have with respect to the performance of the terms of this Agreement. The rule of construction shall not apply to this Agreement and all parties waive applicability of such rule of construction in interpreting this Agreement. This Agreement shall be governed by the laws of the State of California and all claims involving this Agreement shall be brought in the federal or state courts of California. The individual terms of this Agreement are severable, and the finding or determination by any court of law that a certain section or paragraph of this Agreement is unenforceable shall not render the remainder of this Assignment unenforceable. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, and the Parties hereto agree that a facsimile or PDF signature may substitute for and have the same legal effect as the original signature. This Agreement and the Assignment together contain the

entire Agreement between the Parties and supersedes, merges and replaces all prior or contemporaneous understandings, negotiations, offers, promises, representations and Agreement between the Parties or their attorneys.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed in duplicate counterparts as of the day and year first written above.

ITV Rights Limited

Signature: _____

Printed Name & Title: ELLEN IRVING DIRECTOR

Date: 6 APRIL 2016

Tomorrow ITV Studios LLC

Signature: _____

Davinder Ahluwalia, CFO

Date: 4/5/16