

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Next Century Associates, LLC		07/05/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Next Century Partners, LLC		
Street Address:	1999 Avenue of the Stars, Suite 2850		
Internal Address:	c/o Woodridge Capital Partners, LLC		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4684376	CENTURY PLAZA	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
NAME OF SUBMITTER:	Stephanie S. Kann		
SIGNATURE:	/stephanie s. kann/		
DATE SIGNED:	07/06/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into this 5th day of July, 2016 by and between NEXT CENTURY ASSOCIATES, LLC, a Delaware limited liability company (“Assignor”), located at c/o Woodridge Capital Partners, LLC, 1999 Avenue of the Stars, Suite 2850, Los Angeles, California 90067 and NEXT CENTURY PARTNERS, LLC, a Delaware limited liability company (“Assignee”), located at c/o Woodridge Capital Partners, LLC, 1999 Avenue of the Stars, Suite 2850, Los Angeles, California 90067.

WHEREAS, Assignor and Assignee have entered into an Asset Transfer Agreement pursuant to which Assignor has agreed to transfer certain assets and liabilities to Assignee (the “Transfer Agreement”), including the portion of the business to which the Trademarks pertain;

WHEREAS, Assignor is the owner of the mark and the U.S. trademark registration identified in Schedule A (the “Trademark”) and desires to assign the Trademark to Assignee; and

WHEREAS, Assignee desires to accept all of Assignor’s right, title and interest in and to the Trademark.

NOW, THEREFORE, for the consideration stated in the Transfer Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Trademark, and any and all rights therein provided by international conventions and treaties, together with the goodwill of the business with which the Trademark is used and that is symbolized by the Trademark, to the extent that such rights and goodwill exist, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Trademark Assignment had not been made (together, the “Assigned Rights”).

2. Assignor further agrees to cooperate with the Assignee to take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Assigned Rights, and shall not enter into any agreement in conflict with this Trademark Assignment.

3. This Trademark Assignment 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 agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

4. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto.

5. This Agreement and any disputes or controversies arising hereunder shall be construed and enforced in accordance with, and governed by the internal laws of, the State of California without giving effect to the conflicts of laws principles thereof that would apply the laws of any other jurisdiction.

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment to be executed as of the date first written above by a duly authorized officer.

ASSIGNOR:

NEXT CENTURY ASSOCIATES, LLC
A Delaware Limited Liability Company

By: _____

Name: Michael Rosenfeld

Title: CEO

ASSIGNEE:

NEXT CENTURY PARTNERS, LLC
A Delaware Limited Liability Company

By: _____

Name: Michael Rosenfeld

Title: CEO

Signature Page to the Instrument of Assignment – Trademarks

SCHEDULE A

U.S. Trademarks

Trademark	Serial/Registration No.	Filing/Registration Date	Status
CENTURY PLAZA	Serial No. 86/309,808 Reg. No. 4,684,376	Filing Date 6/14/2014 Reg. Date 2/10/2015	Registered
X-BAR	N/A	N/A	