TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM395939

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rolling Stone Films LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Rolling Stone LLC		
Street Address:	ss: 1290 Avenue of the Americas		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type		Number	Word Mark
	Serial Number:	86888852	ROLLING STONE FILMS

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

Phone: 212-735-2811

Email: mribando@skadden.com

Skadden, Arps, Slate, Meagher & Flom **Correspondent Name:**

Four Times Square Address Line 1: Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	537790/1
NAME OF SUBMITTER:	Paige Amundson
SIGNATURE:	/Paige Amundson/
DATE SIGNED:	08/22/2016

Total Attachments: 4

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EXECUTION VERSION

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment"), dated as of August 22, 2016 (the "Effective Date"), is by and between Rolling Stone Films LLC, a Delaware limited liability company ("Assignor") and Rolling Stone LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignce are hereinafter referred to collectively as the "Parties" or individually as a "Party".

WHEREAS, Assignor has agreed to sell, convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to the trademark ROLLING STONE FILMS, including, without limitation, the trademark registration set forth on <u>Schedule A</u> hereto (collectively, the "<u>Assigned Mark</u>"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1. Conveyance. Assignor does hereby convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to (i) the Assigned Mark, together with the goodwill associated therewith, and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world.
- 2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, to record Assignee as the owner of the Assigned Mark, and as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect or otherwise evidence its ownership of the Assigned Mark.
- 3. <u>Further Assurances</u>. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register, or maintain the rights assigned herein.
- 4. <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 5. <u>Counterparts</u>. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

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- Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- 7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the federal courts located within the State of New York.

[Signature Page Follows]

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

ROLLING STONE FILMS LLC:

By: January Walds
Name: Transley Walds
Title: Vico Prosident + Secontry

Acknowledged and Accepted:

ROLLING STONE LLC:

By: Justify Jeliet
Name: Twothy wallh
Title: Vice Placedat + Sociatory

SCHEDULE A TO TRADEMARK ASSIGNMENT

Mark	Application Number	Application Date	Registration Number	Registration Date	Owner
ROLLING STONE FILMS	96/888952	01/27/2916			Rolling Stone Films LLC

TRADEMARK REEL: 005861 FRAME: 0299

RECORDED: 08/22/2016