

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evolution Film & Tape, Inc.		07/14/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EFT Media Holdings LLC		
Street Address:	3310 West Vanowen Street		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91505		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1978125	EVOLUTION FILM & TAPE, INC.	
Registration Number:	3297856	EVOLUTION	
Registration Number:	3864831	EVOLUTION MEDIA	
Registration Number:	2034887	E	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	055827-0033		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	07/20/2017		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of July 14, 2017, by and between Evolution Film & Tape, Inc., a California corporation having a principal place of business at 3310 West Vanowen Street, Burbank California 91505 (“Assignor”), and EFT Media Holdings LLC, a Delaware limited liability company having a principal place of business at 3310 West Vanowen Street, Burbank California 91505 (“Assignee”), with reference to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, Douglas Ross and Alex Baskin (the “Purchase Agreement”).

RECITALS

WHEREAS, Assignor is the owner of the trademarks (the “Marks”) and U.S. trademark registrations identified in Exhibit A attached hereto (collectively “Registrations”);

WHEREAS, Assignee is the successor to the business of Assignor to which the Marks pertain;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to contribute, transfer, assign and convey to Assignee all the right, title and interest of Assignor in and to the Marks, together with all goodwill associated therewith, and the Registrations, and Assignee desires to accept and assume from Assignor such assignment;

WHEREAS, Section 2.3(c)(viii) of the Purchase Agreement requires Assignor to deliver at Closing such further documents as might be required to reflect Assignor’s assignment to Assignee of the Marks, together with all goodwill associated therewith, and the Registrations; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor’s right, title and interest in and to the Marks, together with all goodwill associated therewith, and the Registrations to Assignee.

AGREEMENT

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

2. Effective as of the Closing, Assignor hereby conveys, transfers, assigns and delivers to Assignee any and all of Assignor’s right, title and interest throughout the world in and to the Marks, and all goodwill associated therewith, and the Registrations, including, without limitation, any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in

effect, 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 held and enjoyed by Assignor if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

3. Effective as of the Closing, Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks and the Registrations, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

4. Assignor and Assignee agree that this Assignment is subject to all of the terms, conditions, representations, warranties, covenants, agreements and limitations set forth in the Purchase Agreement and all such terms, conditions, representations, warranties, covenants, agreements and limitations are incorporated herein by this reference. The execution and delivery of this Assignment by the parties hereto shall not in any way limit, enlarge, alter or amend the rights and obligations of the parties under the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

5. Each of the parties hereto will, and will cause its officers, stockholders, members, managers, employees, and agents to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

6. Each party hereto agrees that governing law, venue and all legal proceedings concerning the construction, validity, enforcement and interpretation of this Assignment will be determined in accordance with, and subject to, Sections 8.7, 8.8 and 8.9 of the Purchase Agreement.

7. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that no assignment by any party shall relieve such party of any of its obligations hereunder. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

8. This Assignment, together with the Purchase Agreement and the other agreements contemplated thereby, is the entire agreement between the parties with respect to the specific subject matter set forth herein, and supersedes all prior written agreements and understandings, if any, whether written or oral, related to the subject matter set forth herein.

9. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or, in the case of a waiver, by each party against whom the waiver is to

be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

10. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other governmental authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated by the Purchase Agreement is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that such transactions be consummated as originally contemplated to the fullest extent possible.

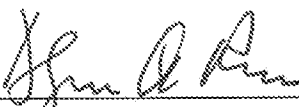
11. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or by electronic mail image (e.g., “.pdf”) shall be effective as delivery of a manually executed counterpart of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Assignment, as of the day and year first above written.

“ASSIGNOR”

EVOLUTION FILM & TAPE, INC.

By:  _____

Name: Douglas Ross

Title: President

Date: July 14, 2017 _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Assignment, as of the day and year first above written.

"ASSIGNEE"

EFT MEDIA HOLDINGS LLC




By: 
Name: LESLEY G. FREEMAN
Title: CHIEF LEGAL OFFICER
Date: _____

Exhibit A

Registrations

Mark / Trademark Name	Registration No.	Owner Name
EVOLUTION FILM & TAPE, INC.	1,978,125	EFT Media Holdings LLC
	3,297,856	EFT Media Holdings LLC
EVOLUTION MEDIA	3,864,831	EFT Media Holdings LLC
	2,034,887	EFT Media Holdings LLC