

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Sky Studios, LLC		09/15/2017	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Red Sky Productions, LLC		
Street Address:	5511 HIGHWAY 280, SUITE 112		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35242		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5030072	RED SKY STUDIOS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2057779906		
Email:	sdavis@staceydavislaw.com		
Correspondent Name:	Stacey Davis		
Address Line 1:	2160 HIGHLAND AVE S STE 100-117		
Address Line 4:	Birmingham, ALABAMA 35205		
NAME OF SUBMITTER:	Stacey Davis		
SIGNATURE:	/Stacey Davis/		
DATE SIGNED:	01/24/2018		
Total Attachments: 2			
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OP \$40.00 5030072

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made on September 15, 2017 by and between Red Sky Studios, LLC, an Alabama limited liability company (the "Assignor") and Red Sky Productions, LLC, an Alabama limited liability company (the "Assignee"). The parties are referred to singularly as "Party" and collectively as the "Parties."

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark registration (the "Mark"), more particularly set forth herein:

<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>
Red Sky Studios	35, 41, 42	5030072

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement dated contemporaneously herewith, whereby Assignee has purchased all of the assets of Assignor, including the goodwill of the business.

WHEREAS, in connection with the Asset Purchase Agreement, the Assignee desires to acquire all of Assignor's right, title and interest in the Mark together with the goodwill of the business symbolized by the Mark and in the registration thereof, in accordance with the terms and conditions of this Assignment.

NOW THEREFORE, the Parties hereto agree as follows:

1. For good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Mark.

2. Assignor represents and warrants as follows:

- (a) It is the sole owner of all right, title and interest derived from and in connection with the Mark;
- (b) It has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;
- (c) There are no liens or security interests against the Mark;
- (d) It has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (e) Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.
- (f) The assignment of the Mark from the Assignor to the Assignee shall not cause any infringement of intellectual property rights of any third party; and
- (g) To the best of Assignor's knowledge, there are no pending applications for registration of the Mark and there are no pending cases, which may adversely affect the Mark.

3. The Assignor shall furnish the Assignee with all necessary information in connection with the Mark, which may be required to perfect title in the Mark in the Assignee. The Assignor shall also furnish the Assignee with the original certificate covering the Mark.

4. This Assignment shall be submitted to the United States Patent and Trademark Office for recordation. Each Party shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Assignment.

5. Assignor acknowledges that Assignee will be the sole owner of the Mark and agrees that it will do nothing inconsistent with such ownership. Assignor agrees to immediately begin rebranding so as to distinguish itself from the prior Mark and brand. Assignor will not challenge the title of Assignee to the Mark or attack the validity of this Assignment. The parties agree that Assignee will hold the exclusive right to register and use the Mark and derivatives thereof, except as expressly provided herein.

6. Assignor shall defend, indemnify and hold Assignee harmless from and against all claims, demands, suits, liabilities, costs or damages of any kind whatsoever arising out of or related to Assignor's breach of any of its representations and warranties under this Agreement.


7. This Assignment and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the United States.

8. Any amendments, modifications, alterations or supplements to this Assignment shall be made in writing and signed by both Parties to be legally effective.


9. Each Party acknowledges that it has read this Assignment, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Assignment on its behalf is duly authorized to enter into this Assignment.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed on their behalf by their duly authorized officers and representative on this 15th day of September, 2017.

RED SKY STUDIOS, LLC


By: Stephen P. Preston
Its: Manager

RED SKY PRODUCTIONS, LLC


By: Mike Roman
Its: Authorized Member