

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472382

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Euromedia Holding Corp.		10/10/2014	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eurocinema-USA LLC		
<b>Street Address:</b>	251 Little Falls Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4093961	EUROCINEMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3102884500		
<b>Email:</b>	mcohen@cohenip.com		
<b>Correspondent Name:</b>	Michael N. Cohen		
<b>Address Line 1:</b>	9025 Wilshire Blvd., Suite 301		
<b>Address Line 4:</b>	Beverly Hills, CALIFORNIA 90211		
<b>NAME OF SUBMITTER:</b>	Michael N. Cohen		
<b>SIGNATURE:</b>	/Michael N. Cohen/		
<b>DATE SIGNED:</b>	05/02/2018		
<b>Total Attachments: 4</b>			
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OP \$40.00 4093961

## AGREEMENT FOR PURCHASE AND SALE OF ASSETS

THIS AGREEMENT is entered into in Fort Lauderdale, Florida, effective as of the latter day of execution by the parties hereto, by and between Eurocinema-USA, LLC, a Delaware Company (hereinafter referred to as the "PURCHASER"), and JOHN A. MOFFA, solely in his capacity as Assignee of the Assignment Estate of Euromedia Holdings, Inc., pursuant to Chapter 727, Florida Statutes (hereinafter referred to as "SELLER"),

WHEREAS, the SELLER is the legal owner of all of the assets of Euromedia Holdings, Inc., a Florida corporation (hereinafter referred to as "Euromedia") pursuant to that certain Assignment dated July 16, 2014, verified by Assignor on August 22, 2014, and accepted by Assignee on August 27, 2014 (a copy of which is attached hereto as Exhibit "A");

WHEREAS, the SELLER desires to sell to the PURCHASER, or its designee at Closing, and PURCHASER desires to purchase from SELLER, either directly or through a designee at Closing, certain assets of Euromedia (hereinafter referred to as the "Purchased Assets"), upon the terms and conditions contained in this Agreement; and

WHEREAS, the Purchased Assets are more specifically itemized on Exhibit "B", which is fully incorporated herein by reference. In addition to those assets delineated on Exhibit "B", the Purchased Assets also include any Goodwill, business names or trade names, phone numbers or licenses of Euromedia owned by the SELLER.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Purchase and Sale of Assets.** Subject to the terms and conditions of this Agreement, the SELLER agrees to sell, transfer, and assign to the PURCHASER or its designee, and the PURCHASER agrees to purchase, or designate a substituted party to purchase, at the Closing as hereinafter defined, the Purchased Assets.

3. **Purchase Price.** The total cash purchase price for the assets listed will be \$25,000.00, according to the following terms:

a. A [REDACTED] deposit shall be due and payable from PURCHASER to SELLER upon execution of this Agreement;

b. A [REDACTED] payment shall become due and payable within ten (10) days of Court approval of this Agreement from PURCHASER payable to SELLER; and

c. PURCHASER shall assume the remainder of the operational obligations of Euromedia, including monthly advancements of up to [REDACTED] until Closing of this Agreement.

**4. Representations and Warranties by SELLER.** The SELLER represents and warrants to the PURCHASER only that he is legal owner of the Purchased Assets pursuant to the Assignment and Chapter 727 of the Florida Statutes. SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION CONCERNING THE TENDERED ASSETS. They are sold "as is" "where is", and it is the PURCHASER'S obligation to conduct any due diligence it may require prior to executing this Agreement. Further, THIS AGREEMENT IS SUBJECT TO THE APPROVAL OF THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT, IN AND FOR MIAMI-DADE COUNTY FLORIDA (the "Court"), which has jurisdiction over the administration of the Assignment Estate and the SELLER as Assignee. Accordingly, this Agreement cannot be consummated without such approval. SELLER shall seek prompt approval of this Agreement, as the rules and schedule of the Court may allow.

**5. Representations and Warranties by PURCHASER.** There is an Interim Operating Agreement between Purchaser and Seller. Such agreement is in place to preserve the ongoing value of the SELLER's assets. PURCHASER further represents that it understands that SELLER shall materially rely upon PURCHASER'S representations and warranties.

**6. The Closing and the Closing Date.** The Closing Date for the transaction contemplated under this Agreement shall be within 10 days of the entry of a Court Order approving this Agreement ("Closing"). The Closing shall be held at the offices of Moffa & Bonacquisti, P.A., 1776 N. Pine Island Rd. #102, Plantation, FL 33322.

**7. Default and Liquidated Damages.** In the event PURCHASER defaults in the performance of its duties and/or obligations under this Agreement, PURCHASER agrees that SELLER shall become entitled to retain, as liquidated damages, PURCHASER's initial deposit to SELLER due upon execution of this Agreement. PURCHASER and SELLER agree that the aforementioned liquidated damages are not intended to nor do they punish the PURCHASER for breaching this Agreement, but merely provide reasonable compensation to the non-breaching SELLER, avoid potential litigation expenses in determining the rights to said deposit, and afford SELLER the opportunity to advertise and obtain other offers for purchase. The SELLER shall not be held liable to the PURCHASER should the Court fail to approve this Agreement.

8. **Effect of Significantly Higher Offer or Lack of Court Approval.** In the event the SELLER is presented with a significantly higher offer (defined as more than 10% higher than the PURCHASER's offer with the same terms and conditions set forth herein<sup>1</sup>), prior to Court approval or a lack of Court approval, the SELLER shall be empowered to withdraw from this Agreement. In the event of withdrawal by the SELLER, the SELLER shall be required to return the initial deposit, unless the PURCHASER first defaults in which case the provisions of paragraph 7 govern. In the event of a significantly higher offer, lack of Court approval, or default by the PURCHASER, the PURCHASER shall return all property of the Assignment Estate to the Assignee or his successor and cease any and all use of assets, customer lists and licenses which originated with the Assignor or the Assignment Estate.

9. **Effect of Damage or Destruction.** In the event the Purchased Assets are damaged, lost, stolen, or reduced in value by any means, including but not limited to circumstances outside the control of PURCHASER or SELLER, the PURCHASER shall bear the loss and be fully bound to the terms of this Agreement.

10. **Miscellaneous.**

(a) **Expenses.** Each of the parties shall bear all expenses incurred by it in connection with this Agreement and in the consummation of the transactions contemplated hereby and in preparation thereof notwithstanding any provision herein to the contrary. Operator shall bear all expenses incurred during the interim operational period existing hereunder.

(b) **Headings.** Headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(c) **Counterpart Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Telecopied and scanned signatures shall operate as original signatures.

(d) **Parties in Interest.** All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the PURCHASER and SELLER, their heirs, executors, administrators, successors, designees and assigns.

(e) **Integrated Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth herein, herein provided for or specifically referenced herein.

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<sup>1</sup> Any higher or better offerer may also be required to reimburse the Purchaser for any interim outlays of cash made in accordance with this Agreement of the interim operating agreement.

(f) Choice of Law and Venue. It is the intention of the parties that the laws of the State of Florida should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. Venue shall lie exclusively in Miami-Dade County, Florida.

(g) Earlier Agreement. The foregoing constitutes the entire agreement and understanding of the parties on the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

(h) Attorneys' Fees. If either party shall institute any action or proceeding against the other party relating to the provisions of this Agreement, the unsuccessful party in such action or proceeding agrees to pay to the prevailing party the reasonable attorneys' fees and costs incurred therein by the prevailing party, including reasonable attorneys' fees and costs for appeal.


(i) Effect of Designation by PURCHASER. In the event that PURCHASER desires to designate an affiliate or subsidiary to act as the purchaser at Closing, such designation shall in no way relieve Eurocinema-USA, LLC from any obligation contained herein, and Eurocinema-USA, LLC, shall remain fully liable for any breach of any such obligation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this \_\_\_\_\_ Agreement on the day of execution hereof, in September, 2014.

Signed, sealed and delivered by:

**PURCHASER**

Eurocinema-USA, LLC, a Delaware Company

Sign:  Date: \_\_\_\_\_  
By S. Levoche, Authorized Officer

**SELLER**

JOHN A. MOFFA, solely in his capacity as  
Assignee of the Assignment Estate of Euromedia Holdings, Inc.

Sign:  Date: 10/10/14  
By JOHN A. MOFFA, Assignee