TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM475347

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
World Wrestling Entertainment, Inc.		09/30/2015	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Mr. Oscar Gutierrez		
Street Address:	859 Falling Waters Court		
City:	Chula Vista		
State/Country:	CALIFORNIA		
Postal Code:	91915		
Entity Type:	INDIVIDUAL: UNITED STATES		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark			
Registration Number:	2972939	REY MYSTERIO			

CORRESPONDENCE DATA

Fax Number: 2155686499

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: 215-568-6400

Trademarks@vklaw.com Email:

Correspondent Name: John J. O'Malley Address Line 1: 30 South 17th Street

Address Line 2: 18th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	John J. O'Malley
SIGNATURE:	/John J. O'Malley/
DATE SIGNED:	05/24/2018

Total Attachments: 7

source=TMI2-TM007 TM Assignment to OSCAR GUTIERREZ -201509#page1.tif source=TMI2-TM007 TM Assignment to OSCAR GUTIERREZ -201509#page2.tif source=TMI2-TM007 TM Assignment to OSCAR GUTIERREZ -201509#page3.tif source=TMI2-TM007 TM Assignment to OSCAR GUTIERREZ -201509#page4.tif

source=TMI2-TM007 TM Assignment to OSCAR GUTIERREZ -201509#page5.tif source=TMI2-TM007 TM Assignment to OSCAR GUTIERREZ -201509#page6.tif source=TMI2-TM007 TM Assignment to OSCAR GUTIERREZ -201509#page7.tif

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made this _____ day of September, 2015 ("Assignment Effective Date") by and between World Wrestling Entertainment, Inc., a Delaware corporation ("Assignor"), and Oscar Gutierrez, an individual ("Assignee"). Assignor and Assignee are sometimes hereinafter collectively referred to as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, Assignor and Assignee were parties to a certain Booking Contract dated and effective as of January 1, 2009 (the "Booking Contract");

WHEREAS, pursuant to the Booking Contract and during the term of such Booking Contract, Assignee agreed to sell, convey, assign and transfer to Assignor all of Assignee's right, title and interest in and to the trademarks and service marks set forth on Schedule 1 hereto that are registered, or for which an application has been filed and is pending, together with the goodwill associated with any of the foregoing and all registrations, applications for registration, renewals and extensions of any of the foregoing (the "Assigned Trademarks");

WHEREAS, the Booking Contract terminated on February 27, 2015;

WHEREAS, Assignee has now requested that the right, title and interest to the Assigned Trademarks revert back to Assignee in accordance with the terms of the Booking Contract;

NOW THEREFORE, effective as of the Assignment Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee (i) all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks; (ii) all claims, causes of action and other legal rights and remedies, whether or not known as of the date hereof, relating to the ownership of the Assigned Trademarks; and (iii) all other rights of any kind whatsoever of Assignor or any of its affiliates accruing under or pertaining to any of the foregoing. The foregoing assignment includes the exclusive rights to (a) apply for and maintain all registrations and renewals of the Assigned Trademarks, (b) bring actions or otherwise recover for infringements, dilutions or other violations thereof, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements, dilutions and other violations of the Assigned Trademarks, and (c) file documents reflecting changes of corporate name or form.
- 2. <u>Acknowledgment</u>. Assignor hereby acknowledges that from and after the Assignment Effective Date, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.

- 3. <u>Binding Effect; Assignment</u>. This Assignment shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns.
- 4. Assignment Exclusions: The Parties agree that this Assignment shall be strictly limited to the Assigned Trademarks as specifically described in Schedule 1 only and shall not include (a) any Footage as defined in Section 2.1 of the Booking Contract (which includes by way of example and not limitation any and all WWE owned or controlled video footage, recordings, still photographs and audio); and (ii) any intellectual property rights which were procured, owned or created by either Assignor or Assignee during the term of the Booking Contract or which were procured, owned or created by Assignor prior to the term of the Booking Contract (collectively the "Assignor Intellectual Property"), which includes by way of example and not limitation any and all trademarks, service marks, copyrighted works, and/or distinctive and identifying indicia, including ring names, nicknames, likenesses, personalities, characters, caricatures, signatures, props, gestures, routines, themes, incidents, dialogue, actions, gags, costumes or parts of costumes, accessories, crowns, inventions, championship, title or other belts (if applicable), and other items of tangible or intangible property written, composed, submitted, added, improvised, created and/or used by or associated with Assignee's performance in the business of professional wrestling or sports entertainment which were procured, owned or created by either Assignor or Assignee during the term of the Booking Contract or which were procured, owned or created by Assignor prior to the term of the Booking Contract; such Assignor Intellectual Property shall belong to Assignor, in perpetuity, with Assignor retaining any and all ownership rights to the Assignor Intellectual Property exclusively throughout the world notwithstanding the termination of the Booking Contract or any terms set forth in this Assignment. For further clarity, and notwithstanding any of terms of this Assignment to the contrary, Assignee acknowledges and agrees that (i) Assignor shall have perpetual rights in the Footage, as set forth in Section 2.2 of the Booking Contract; and (ii) that, regardless of the termination of the Booking Contract, Assignor shall continue to have right to use the WRESTLER Intellectual Property as defined in the Booking Contract (and Assignor Intellectual Property as defined herein) in connection with Assignor's exploitation of the Footage or any other copyrighted works that incorporates the Assignor Intellectual Property or Wrestler Intellectual Property, which includes by way of example and not limitation Assignor's use in the marketing, publicity, advertising, distribution, licensing and/or broadcast of the Footage or any such copyrighted work that incorporates the Wrestler Intellectual Property/Assignor Intellectual Property.
- 5. Governing Law/Jurisdiction: This Assignment and all claims or disputes arising out of or relating in any way to this Assignment shall be governed by, and construed in accordance with, the laws of the State of Connecticut. In the event there is any claim, dispute, or other matter in question arising out of or relating in any way to this Assignment or the performance thereunder (including, without limitation, any claims in law or equity whether based on torts, contracts or otherwise), it shall be submitted solely to the U.S. District Court for the District of Connecticut or the Connecticut Superior

Court for the Judicial District of Stamford/Norwalk at Stamford, Connecticut, as appropriate. This provision to submit all claims, disputes or matters in question to the federal or state courts in the State of Connecticut shall be specifically enforceable; and each party, hereby waiving personal service or process, consents to jurisdiction in Connecticut for purposes of any other party seeking or securing any legal and/or equitable relief. The provisions contained in this Paragraph shall survive the termination and/or expiration of this Assignment.

6. <u>Counterparts</u>; <u>Effectiveness</u>. This Assignment may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment. This Assignment shall become effective when, and only when, each Party has received a counterpart signed by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

World Wrestling Entertainment, Inc.

Name: VMARK CARRANO

Title: VO, T.R.

Name: Oscar Gutierrez

SCHEDULE 1

ASSIGNED TRADEMARKS

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
AUSTRALIA	REY MYSTERIO	10/6/2003	973067	10/6/2003	A.973067	REGISTERED	41
BRAZIL							
	REY MYSTERIO	3/1/2005	827209878			PENDING	41
	REY MYSTERIO	3/1/2005	827209681			PENDING	25
	REY MYSTERIO	3/1/2005	827209673			PENDING	28
	REY MYSTERIO	3/1/2005	827209665			PENDING	16
CANADA	REY MYSTERIO	4/26/2004	1,214,590	12/5/2013	TMA866,713	REGISTERED	9,16,25 28,41
CHINA							
	REY MYSTERIO	1/20/2005	4473052	5/7/2008	4473052	REGISTERED	16
	REY MYSTERIO	1/20/2005	4473049	8/28/2008	4473049	REGISTERED	28
	REY MYSTERIO	1/20/2005	4473051	10/14/2008	4473051	REGISTERED	25
	REY MYSTERIO	1/20/2005	4473050	10/14/2008	4473050	REGISTERED	28
EUROPEAN UN	NION (CTM) REY MYSTERIO	3/31/2011	009857723	3/31/2011	009857723	REGISTERED	9,16,25 28,41
	REY MYSTERIO	4/3/2003	003124435	4/3/2003	003124435	REGIŜTERED	9,16,25 28,41
HONG KONG	REY MYSTERIO	10/27/2004	300308150	10/27/2004	300308150	REGISTERED	16,25,28 41
INDIA	REY MYSTERIO	11/3/2004	01318961	11/3/2004	1318961	REGISTERED	16,25,28 41
INDONESIA	REY MYSTERIO	1/31/2005	D00.2005.0267	8.02	1/31/2005	IDM000092980	28
	REY MYSTERIO	1/31/2005	D00.2005.0267	7.02	1/31/2005	IDM000092979	25
	REY MYSTERIO	1/31/2005	D00.2005.0267	6.02	11/16/2009	IDM000226935	16
JAPAN	REY MYSTERIO	6/1/2005	T2005-048475			PENDING	16,25,28 41
MALAYSIA	DEV MVOTEDIO		•				
	REY MYSTERIO	11/12/2004		11/12/2004		REGISTERED	16
	REY MYSTERIO	11/12/2004		11/12/2004		REGISTERED	25
	REY MYSTERIO	11/12/2004	04017721	11/12/2004	04017721	REGISTERED	28

Trademark Report REFERENCE#	by Country MARK	FILED	APPL#	REGDT	Prin REG#	ted: 9/10/2015 STATUS	Page 2 CLASSES
MALAYSIA continu	ed REY MYSTERIO	11/12/2004	4 04017722	11/12/2004	04017722	REGISTERED	41
MEXICO	REY MYSTERIO	12/17/2004	1 602 004	0/00/0005	272700		
	REY MYSTERIO	12/17/2004		3/29/2005	873796	REGISTERED	25
	REY MYSTERIO			2/25/2005	870271	REGISTERED	28
	THE PRINCIPALITY	11/25/2010	1,137,508	4/6/2011	1210655	REGISTERED	18
NEW ZEALAN	D REY MYSTERIO	11/8/2004	721112	11/8/2004	721112	REGISTERED	16,25,28 41
SINGAPORE							
	REY MYSTERIO	10/26/2004	T04/18528Z	10/26/2004	T04/18528Z	REGISTERED	
	REY MYSTERIO	10/19/2004	T04/18533F	10/26/2004	T04/18533F	REGISTERED	28
	REY MYSTERIO	10/26/2004	T04/18536J	10/26/2004	T04/18536J	REGISTERED	41
	REY MYSTERIO	10/26/2004	T04/18531Z	10/26/2004	T04/18531Z	REGISTERED	25
SOUTH AFRICA	A						
	REY MYSTERIO	1/29/2003	2003/01475	1/29/2003	2003/01475	REGISTERED	16
*	REY MYSTERIO	1/29/2003	2003/01477	1/29/2003	2003/01477	REGISTERED	41
	REY MYSTERIO	1/29/2003	2003/01476	1/29/2003	2003/01476	REGISTERED	25
	REY MYSTERIO	10/22/2004	2004/18923	10/22/2004	2004/18923	REGISTERED	
SOUTH KOREA	\						
	REY MYSTERIO	10/22/2004	40-2004-47978	2/13/2006	651010	REGISTERED	28
	REY MYSTERIO	9/8/2005	40-2005-42168	1/26/2007	695427	REGISTERED	25
	REY MYSTERIO	1/10/2003	40-2003-1207	7/6/2004	586817	REGISTERED	16
	REY MYSTERIO	1/10/2003	40-2003-1208			PENDING	25
	REY MYSTERIO	1/10/2003	41-2003-516	4/12/2004	41-99629	REGISTERED	41
TAIWAN	REY MYSTERIO	10/26/2004	093049215	10/16/2005	1178993	REGISTERED	16,25,28 41
THAILAND							
	REY MYSTERIO	11/11/2004	572047	11/11/2004	TM230193	REGISTERED	28
	REY MYSTERIO		572048	11/11/2004	SM29426	REGISTERED	
TURKEY							
	REY MYSTERIO	9/29/2010	2010/62122	9/29/2010	2010 62122	REGISTERED	25
	REY MYSTERIO	9/29/2010	2010/62123	9/29/2010	2010/62123	REGISTERED	28
UKRAINE	REY MYSTERIO	8/16/2011	m2011 12790	8/10/2012	159569	REGISTERED	25

Trademark Report by	y Country					Printed: 9/10/2015	Page 3	
REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES	
UNITED STATE	s							
	REY MYSTERIO	12/30/2002	78/198,695	7/19/2005	2,972,939	REGISTERED	41	
	REY MYSTERIO	3/12/2004	78/383,170	8/1/2006	3,124,385	REGISTERED	28	
	REY MYSTERIO	3/12/2004	78/383,156	2/13/2007	3,209,567	REGISTERED	25	
	REY MYSTERIO	6/13/2007	77/205,338	4/28/2009	3,613,078	REGISTERED	16	

RECORDED: 05/24/2018