

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495297

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rogue Digital, LLC		10/10/2018	Limited Liability Company: CALIFORNIA
RML Jackson, LLC		10/10/2018	Limited Liability Company: CALIFORNIA
Relativity Media, LLC		10/10/2018	Limited Liability Company: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	UV RML NL Assets LLC
<b>Street Address:</b>	660 Madison Avenue
<b>Internal Address:</b>	15th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10065
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2764726	A
<b>Registration Number:</b>	2524524	A
<b>Registration Number:</b>	2457335	A
<b>Registration Number:</b>	2469613	A
<b>Registration Number:</b>	2473501	A
<b>Registration Number:</b>	2473500	A
<b>Registration Number:</b>	4152118	ARE YOU ROGUE?
<b>Serial Number:</b>	77808163	ARE YOU ROGUE?
<b>Registration Number:</b>	2742630	ARTISTDIRECT
<b>Registration Number:</b>	2355839	ARTISTDIRECT
<b>Registration Number:</b>	2288100	ARTISTDIRECT
<b>Serial Number:</b>	77765703	BABY ROGUE
<b>Serial Number:</b>	77713053	BORN ROGUE
<b>Serial Number:</b>	77713054	BORNROGUE

CH \$965.00 2764726

Property Type	Number	Word Mark
Registration Number:	4152117	I AM ROGUE
Registration Number:	4152119	IAMROGUE
Registration Number:	4860344	M3/RELATIVITY
Registration Number:	4451617	RELATIVITY
Registration Number:	4459359	RELATIVITY
Registration Number:	4425871	RELATIVITY
Registration Number:	3827057	RELATIVITY MEDIA
Registration Number:	4593080	RELATIVITY MEDIA
Registration Number:	4459360	RELATIVITY MEDIA
Registration Number:	3827056	RELATIVITY MEDIA
Registration Number:	4628924	RELATIVITY MEDIA
Registration Number:	4564363	RELATIVITYREAL
Registration Number:	4514831	ROGUE
Registration Number:	4572598	ROGUE
Registration Number:	4272503	ROGUE
Registration Number:	4272504	ROGUE
Registration Number:	4313571	ROGUE
Registration Number:	4321509	ROGUE 3D
Registration Number:	4703958	ROGUE PICTURES
Registration Number:	4712692	ROGUE PICTURES
Registration Number:	2531913	ROGUE PICTURES
Registration Number:	4436723	ROGUELIFE
Serial Number:	77815556	ROGUELIFE
Registration Number:	2407553	THE ULTIMATE BAND LIST

**CORRESPONDENCE DATA**

**Fax Number:** 4159831200

*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:** 415-983-1234

**Email:** sftrademarks@pillsburylaw.com

**Correspondent Name:** Sam E. Iverson

**Address Line 1:** Four Embarcadero Center

**Address Line 2:** Floor 22

**Address Line 4:** San Francisco, CALIFORNIA 94111-5998

**NAME OF SUBMITTER:** Sam E. Iverson

**SIGNATURE:** /Sam E. Iverson/

**DATE SIGNED:** 10/24/2018

**Total Attachments: 13**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the “Agreement”), effective as of October 10, 2018 (the “Effective Date”), is among each of the entities listed on Annex A hereto (each an “Assignor” and, collectively, the “Assignors”), and UV RML FILMS LLC, a Delaware limited liability company (“RML Films”), and UV RML NL ASSETS LLC, a Delaware limited liability company (“RML NL Assets” and, together with RML Films, each an “Assignee” and, collectively, the “Assignees”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement (as defined below).

**WHEREAS**, the Assignors and UltraV Holdings LLC, a Delaware limited liability company (“UltraV”), have entered into that certain Asset Purchase Agreement dated as of October 10, 2018 (the “Purchase Agreement”), pursuant to which, effective as of the Closing, each of the Assignors has agreed to assign all of its right, title and interest in the Purchased Assets to UltraV and UltraV has agreed to assume the Assumed Liabilities, subject to the terms and conditions set forth therein;

**WHEREAS**, in accordance with Section 12.10 of the Purchase Agreement, UltraV has assigned and delegated its rights to purchase and acquire the Purchased Assets and assume the Assumed Liabilities to, among others, the Assignees.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignment. Assignors hereby convey, transfer and assign to the Assignees all of Assignors’ respective right, title and interest worldwide in and to the trademarks, trade names, service marks and/or trade dress, as allocated below, including any trademark applications and registrations, all common law trademark rights, all domain names, and the goodwill symbolized by and associated with the use of the same, together with all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement and receive all damages, payments and costs and fees associated therewith (collectively, the “Trademarks”), as follows:

1. To RML Films, all right, title and interest worldwide in and to the Trademarks owned by Assignors in connection with the motion pictures listed on Annex B hereto, including but not limited to the Trademarks set forth on Annex C hereto; and
2. To RML NL Assets, all right, title and interest worldwide in and to any other Trademarks owned by Assignors not otherwise assigned to RML Films under Section 1, above, including but not limited to the Trademarks set forth on Annex D hereto.

Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, and agreements relating to the Purchased Assets and Assumed Liabilities are incorporated herein by this reference. The parties

hereto acknowledge and agree that the representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Obligations and Liabilities Not Assumed. Nothing expressed or implied in this Agreement shall be deemed to be an assumption by any Assignee of any Liabilities of any Assignor other than the Assumed Liabilities.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without giving effect to the principles of conflict of Laws thereof) applicable to contracts made and performed in such State, except to the extent that the Laws of such State are superseded by the Bankruptcy Code.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

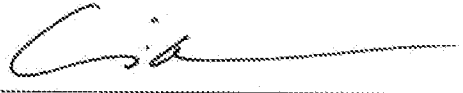
Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed by their duly authorized representative(s) as of the date above.

**ASSIGNORS:**

Each of the entities listed on Annex A hereto

By: 

Name: Colin M. Adams

Title: Authorized Signatory

**ASSIGNEES:**

UV RML FILMS LLC

By: \_\_\_\_\_

Name: Alexis Miron

Title: President

UV RML NL ASSETS LLC

By: \_\_\_\_\_

Name: Alexis Miron

Title: President

IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed by their duly authorized representative(s) as of the date above.


**ASSIGNORS:**

Each of the entities listed on Annex A hereto

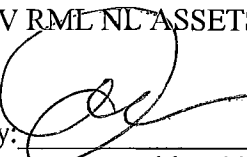
By: \_\_\_\_\_  
Name: Colin M. Adams  
Title: Authorized Signatory

**ASSIGNEES:**

UV RML FILMS LLC

By:  \_\_\_\_\_  
Name: David Robbins  
Title: Vice President and Secretary

UV RML NL ASSETS LLC

By:  \_\_\_\_\_  
Name: David Robbins  
Title: Vice President and Secretary

Annex A

Assignors

21 & OVER PRODUCTIONS, LLC  
3 DAYS TO KILL PRODUCTIONS, LLC  
A PERFECT GETAWAY P.R., LLC  
A PERFECT GETAWAY, LLC  
ARMORED CAR PRODUCTIONS, LLC  
BEST OF ME PRODUCTIONS, LLC  
BLACK OR WHITE FILMS, LLC  
BLACKBIRD PRODUCTIONS, LLC  
BRICK MANSIONS ACQUISITIONS, LLC  
BRILLIANT FILMS, LLC  
BROTHERS PRODUCTIONS, LLC  
BROTHERS SERVICING, LLC  
CATFISH PRODUCTIONS, LLC  
CINE PRODUCTIONS, LLC  
CINEPOST, LLC  
DEN OF THIEVES FILMS, LLC  
DON JON ACQUISITIONS, LLC  
DR PRODUCTIONS, LLC  
FURNACE FILMS, LLC  
GOTTI ACQUISITIONS, LLC  
GUIDO CONTINI FILMS, LLC  
HUNTER KILLER LA PRODUCTIONS, LLC  
HUNTER KILLER PRODUCTIONS, LLC  
IN THE HAT PRODUCTIONS, LLC  
JGAG ACQUISITIONS, LLC  
LEFT BEHIND ACQUISITIONS, LLC  
MADVINE RM, LLC  
MALAVITA PRODUCTIONS, LLC  
MB PRODUCTIONS, LLC  
MERCHANT OF SHANGHAI PRODUCTIONS, LLC  
MIRACLE SHOT PRODUCTIONS, LLC  
MOST WONDERFUL TIME PRODUCTIONS, LLC  
MOVIE PRODUCTIONS, LLC  
ONE LIFE ACQUISITIONS, LLC  
OUT OF THIS WORLD PRODUCTIONS, LLC  
PARANOIA ACQUISITIONS, LLC  
PHANTOM ACQUISITIONS, LLC  
RELATIVE MOTION MUSIC, LLC  
RELATIVE VELOCITY MUSIC, LLC  
RELATIVITY DEVELOPMENT, LLC  
RELATIVITY FILM FINANCE II, LLC  
RELATIVITY FILM FINANCE III, LLC  
RELATIVITY FILM FINANCE, LLC



RELATIVITY FILMS, LLC  
RELATIVITY FOREIGN, LLC  
RELATIVITY HOLDINGS LLC  
RELATIVITY INDIA HOLDINGS, LLC  
RELATIVITY JACKSON, LLC  
RELATIVITY MEDIA, LLC  
RELATIVITY MEDIA DISTRIBUTION, LLC  
RELATIVITY MEDIA FILMS, LLC  
RELATIVITY MUSIC GROUP, LLC  
RELATIVITY PRODUCTION LLC  
RELATIVITY ROGUE, LLC  
RELATIVITY SENATOR, LLC  
RELATIVITY SKY LAND ASIA HOLDINGS, LLC  
REVELER PRODUCTIONS, LLC  
RML ACQUISITIONS I, LLC  
RML ACQUISITIONS II, LLC  
RML ACQUISITIONS III, LLC  
RML ACQUISITIONS IV, LLC  
RML ACQUISITIONS V, LLC  
RML ACQUISITIONS VI, LLC  
RML ACQUISITIONS VII, LLC  
RML ACQUISITIONS VIII, LLC  
RML ACQUISITIONS IX, LLC  
RML ACQUISITIONS X, LLC  
RML ACQUISITIONS XI, LLC  
RML ACQUISITIONS XII, LLC  
RML ACQUISITIONS XIII, LLC  
RML ACQUISITIONS XIV, LLC  
RML ACQUISITIONS XV, LLC  
RML BRONZE FILMS, LLC  
RML DAMASCUS FILMS, LLC  
RML DESERT FILMS, LLC  
RML DISTRIBUTION DOMESTIC, LLC  
RML DISTRIBUTION INTERNATIONAL, LLC  
RML DOCUMENTARIES, LLC  
RML DR FILMS, LLC  
RML ECHO FILMS, LLC  
RML ESCOBAR FILMS LLC  
RML FILM DEVELOPMENT, LLC  
RML FILMS PR, LLC  
RML HECTOR FILMS, LLC  
RML HILLSONG FILMS, LLC  
RML IFWT FILMS, LLC  
RML INTERNATIONAL ASSETS, LLC  
RML JACKSON, LLC  
RML KIDNAP FILMS, LLC

RML LAZARUS FILMS, LLC  
RML NINA FILMS, LLC  
RML NOVEMBER FILMS, LLC  
RML OCULUS FILMS, LLC  
RML OUR FATHER FILMS, LLC  
RML ROMEO AND JULIET FILMS, LLC  
RML SCRIPTURE FILMS, LLC  
RML SOLACE FILMS, LLC  
RML SOMNIA FILMS, LLC  
RML TIMELESS PRODUCTIONS, LLC  
RML TURKEYS FILMS, LLC  
RML VERY GOOD GIRLS FILMS, LLC  
RML WIB FILMS, LLC  
RMLDD FINANCING, LLC  
ROGUE DIGITAL, LLC  
ROGUE GAMES, LLC  
ROGUELIFE LLC  
SAFE HAVEN PRODUCTIONS, LLC  
SANCTUM FILMS, LLC  
SANTA CLAUS PRODUCTIONS, LLC  
SNOW WHITE PRODUCTIONS, LLC  
SPY NEXT DOOR, LLC  
STORY DEVELOPMENT, LLC  
STRANGERS II, LLC  
STRETCH ARMSTRONG PRODUCTIONS, LLC  
STUDIO MERCHANDISE, LLC  
SUMMER FOREVER PRODUCTIONS, LLC  
THE CROW PRODUCTIONS, LLC  
TOTALLY INTERNS, LLC  
TRIBES OF PALOS VERDES PRODUCTION, LLC  
WRIGHT GIRLS FILMS, LLC

## Annex B

### Motion Pictures

1.	21 & Over
2.	3 Days to Kill
3.	Act of Valor
4.	And So It Goes
5.	Bad Parents
6.	Before I Go to Sleep
7.	Best of Me
8.	Biutiful
9.	Black or White
10.	Black Rock
11.	Brick Mansions
12.	Chicks Dig Gay Guys
13.	Collection, The
14.	Cost of a Soul
15.	Desert Dancer
16.	Disconnect
17.	Don Jon
18.	Double Hour
19.	Earth to Echo
20.	Family, The (Malavita)
21.	Fat Kid Rules the World
22.	First Grader, The
23.	For Greater Glory
24.	Free Birds
25.	Hector and the Search for Happiness
26.	House at the End of the Street
27.	I Love You Phillip Morris
28.	Killer Joe
29.	Legends of Oz: Dorothy's Return
30.	Machine Gun Preacher
31.	Mirror, Mirror
32.	Movie 43
33.	Nitro Circus 3D
34.	November Man, The
35.	Oculus
36.	Out of the Furnace
37.	Paranoia
38.	Perfect Getaway, A
39.	Phantom
40.	Raven, The
41.	Romeo & Juliet
42.	Safe Haven

43.	Starring Adam West
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Annex C

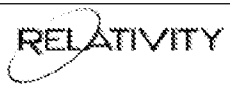

Trademarks Assigned to UV RML FILMS LLC

None.

**Annex D**

**Trademarks Assigned to UV RML NL ASSETS LLC**

<b>Country</b>	<b>Mark</b>	<b>Owner</b>	<b>Class(es)</b>	<b>Application Date</b>	<b>Application No.</b>	<b>Registration No.</b>
U.S.A.		Rogue Digital, LLC	09	06/19/00	76072567	2764726
U.S.A.		Rogue Digital, LLC	42	06/19/00	76072560	2524524
U.S.A.		Rogue Digital, LLC	09	06/19/00	76072566	2457335
U.S.A.		Rogue Digital, LLC	35	06/19/00	76072563	2469613
U.S.A.		Rogue Digital, LLC	38	06/19/00	76072562	2473501
U.S.A.		Rogue Digital, LLC	41	06/19/00	76072561	2473500
U.S.A.	ARE YOU ROGUE?	RML Jackson, LLC	41	08/19/09	77808146	4152118
U.S.A.	ARE YOU ROGUE?	RML Jackson, LLC	25	08/19/09	77808163	
U.S.A.	ARTISTDIRECT	Rogue Digital, LLC	09	02/24/00	75927362	2742630
U.S.A.	ARTISTDIRECT	Rogue Digital, LLC	35, 41, 42	01/15/98	75418187	2355839
U.S.A.	ARTISTDIRECT	Rogue Digital, LLC	41	02/02/96	75061781	2288100

U.S.A.	BABY ROGUE	RML Jackson, LLC	25	06/23/09	77765703	
U.S.A.	BORN ROGUE	RML Jackson, LLC	25	04/13/09	77713053	
U.S.A.	BORNROGUE	RML Jackson, LLC	25	04/13/09	77713054	
U.S.A.	I AM ROGUE	RML Jackson, LLC	41	08/13/09	77803712	4152117
U.S.A.	IAMROGUE	RML Jackson, LLC	41	08/21/09	77810025	4152119
U.S.A.	M3/RELATIVITY	Relativity Media, LLC	35	02/13/14	86192633	4860344
U.S.A.	RELATIVITY	Relativity Media, LLC	09	06/23/09	77983512	4451617
U.S.A.	RELATIVITY	Relativity Media, LLC	41	06/23/09	77765688	4459359
U.S.A.		Relativity Media, LLC	09, 41	07/19/10	85088072	4425871
U.S.A.	RELATIVITY MEDIA	Relativity Media, LLC	41	06/23/09	77765696	3827057
U.S.A.	RELATIVITY MEDIA	Relativity Media, LLC	09	06/23/09	77765692	4593080
U.S.A.	RELATIVITY MEDIA	Relativity Media, LLC	41	06/23/09	77765697	4459360
U.S.A.	RELATIVITY MEDIA	Relativity Media, LLC	09	06/23/09	77765689	3827056
U.S.A.		Relativity Media, LLC	09, 41	07/19/10	85088139	4628924
U.S.A.	RELATIVITYREAL	Relativity Media, LLC	41	06/23/09	77765698	4564363
U.S.A.	ROGUE	RML Jackson, LLC	09	03/25/09	77698591	4514831
U.S.A.	ROGUE	RML Jackson, LLC	41	03/25/09	77698599	4572598

U.S.A.	ROGUE	RML Jackson, LLC	42	03/25/09	77698601	4272503
U.S.A.	ROGUE	RML Jackson, LLC	45	03/25/09	77698603	4272504
U.S.A.	ROGUE	RML Jackson, LLC	09	02/11/11	85240330	4313571
U.S.A.	ROGUE 3D	RML Jackson, LLC	09	05/04/11	85312603	4321509
U.S.A.	ROGUE PICTURES	Relativity Media, LLC	41	12/20/10	85202086	4703958
U.S.A.	ROGUE PICTURES	Relativity Media, LLC	09	12/20/10	85202077	4712692
U.S.A.	ROGUE PICTURES	Relativity Media, LLC	41	01/10/01	76192118	2531913
U.S.A.	ROGUELIFE	RML Jackson, LLC	41	08/28/09	77815550	4436723
U.S.A.	ROGUELIFE	RML Jackson, LLC	25	08/28/09	77815556	
U.S.A.	THE ULTIMATE BAND LIST	Rogue Digital, LLC	35, 41	06/10/97	75306059	2407553