

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spyglass Entertainment Holdings, LLC		12/17/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spyglass Entertainment Group, LLC f/k/a R&G Company, LLC		
<b>Street Address:</b>	16130 Ventura Blvd., Ste. 320		
<b>Internal Address:</b>	Attn: Michael Warsavsky		
<b>City:</b>	Encino		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91436		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76250510	SPYGLASS ENTERTAINMENT	
<b>Serial Number:</b>	76250520	SPYGLASS ENTERTAINMENT	
<b>Serial Number:</b>	75901777		
<b>Serial Number:</b>	76250519	SPYGLASS ENTERTAINMENT	
<b>Serial Number:</b>	75901776		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102299901		
<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>	3102290468		
<b>Email:</b>	mwnorman@venable.com		
<b>Correspondent Name:</b>	Marjorie Witter Norman		
<b>Address Line 1:</b>	2049 Century Park East, Suite 2300		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	140284437415		
<b>NAME OF SUBMITTER:</b>	Marjorie Witter Norman		
<b>SIGNATURE:</b>	/Marjorie Witter Norman/		

CH \$140.00 76250510

<b>DATE SIGNED:</b>	01/17/2019
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**Total Attachments: 5**

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## SHORT FORM ASSIGNMENT AGREEMENT

This Short Form Assignment Agreement (this "*Agreement*") is made as of December 17, 2018 (the "*Effective Date*"), by and between Spyglass Entertainment Holdings, LLC, a Delaware limited liability company ("*Transferor*"), and Spyglass Entertainment Group, LLC f/k/a R&G Company, LLC, a Delaware limited liability company ("*Transferee*"). All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in that certain Distribution and Assignment Agreement dated as of the Effective Date, by and between Transferor and Transferee (the "*Distribution and Assignment Agreement*").

**WHEREAS**, pursuant to the Distribution and Assignment Agreement, Transferor distributes, assigns and transfers to Transferee, and Transferee accepts such distribution, assignment and transfer of, the Distributed Assets; and

**WHEREAS**, the parties desire to further evidence and confirm the assignment of the Distributed Assets to Transferee.

**NOW, THEREFORE**, in consideration of the foregoing, and the terms and conditions set forth herein and in the Distribution and Assignment Agreement, the parties agree as follows:

1. **Assignment**. Transferor hereby irrevocably grants, conveys, assigns, and transfers to Transferee, and Transferee accepts and assumes, all of Transferor's right, title and interest in, to and under the assets described in Schedule A, including, but not limited to, as applicable to each asset: any and all present and future renewals, extensions, restorations or resuscitations to the trademarks, word marks, service marks, slogans, taglines, sound marks, and logos set forth on Schedule A, together with any materials, goodwill, intellectual property and proprietary rights associated with the foregoing, including but not limited to, all common law rights.

2. **Incorporation of the Terms of the Distribution and Assignment Agreement**. This Agreement does not, nor shall it be deemed to, supersede, extinguish or merge any of the representations, warranties, covenants, agreements and indemnities set forth in the Distribution and Assignment Agreement, together with the Schedules thereto, all of which are incorporated herein by reference, and which provisions shall remain in full force and effect as provided therein. For avoidance of doubt, notwithstanding anything herein to the contrary, in the case of any conflict between this Agreement and the Distribution and Assignment Agreement, the Distribution and Assignment Agreement shall control.

3. **Authorization to Record**. Transferor agrees that this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any country for any purpose regarding the subject matter hereof. This Agreement may be submitted to the U.S. Patent and Trademark Office, or any similar office throughout the world, or to any other Person, as evidence of Transferee's ownership.

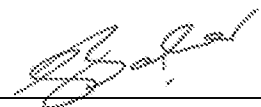
4. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Transferor and Transferee have signed this Agreement as of the Effective Date.

**TRANSFEROR**

Spyglass Entertainment Holdings, LLC,  
a Delaware limited liability company

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRANSFEEE**

Spyglass Entertainment Group, LLC f/k/a R&G  
Company, LLC,  
a Delaware limited liability company

By:   
Gary Barber, Manager

By: \_\_\_\_\_  
Roger Birnbaum, Manager

IN WITNESS WHEREOF, Transferor and Transferee have signed this Agreement as of the Effective Date.

**TRANSFEROR**

Spyglass Entertainment Holdings, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRANSFEEEE**

Spyglass Entertainment Group, LLC f/k/a R&G  
Company, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Gary Barber, Manager

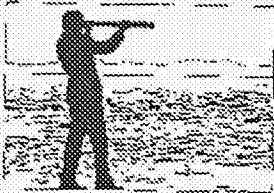
By:  \_\_\_\_\_  
Roger Birnbaum, Manager

SCHEDULE A

*Distributed Assets*

1. The following trademarks and logos, as well as: (a) any trademarks, word marks, service marks, slogans, taglines, and logos, in the U.S. or any jurisdiction, whether or not registered or applied for, that are comprised in whole or in part of the term SPYGLASS, or that include any element or portion of the logos depicted below; (b) any sound marks, motion trademarks, trade dress, color marks, and 3-dimensional trademarks, in the U.S. or any jurisdiction, used in connection with any of the foregoing as identifiers of the same source of origin as any of the foregoing; and (c) any variations or derivatives of any of the foregoing, including, but not limited to, all acronyms and abbreviations:

- i. SPYGLASS
- ii. SPYGLASS ENTERTAINMENT
- iii.



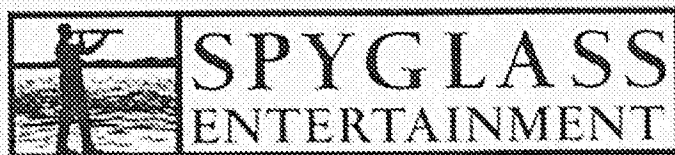
iv.



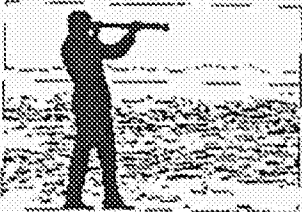
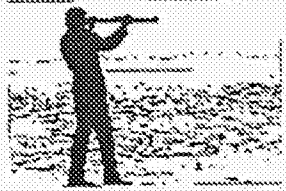
v.



vi.



2. The trademark applications set forth below, together with any rights of priority in any jurisdiction stemming therefrom:

Title	Country	Serial #	Appl. Date	Reg.#	Reg. Date	Class	Status
SPYGLASS ENTERTAINMENT	US	76/250510	04/25/01	2,630,845	10/08/02	09	Registered
SPYGLASS ENTERTAINMENT	US	76/250520	04/25/01	2,575,904	06/04/02	41	Registered
	US	75/901777	01/24/00	2,421,290	01/16/01	41	Registered
SPYGLASS ENTERTAINMENT	US	76/250519	04/25/01	2,884,642	09/14/04	09	Registered
	US	75/901776	01/24/00	2,875,155	08/17/04	09	Registered