

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507334

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spyglass Entertainment Group, LLC f/k/a R&G Company, LLC		12/17/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Barber Entertainment, LP
Street Address:	10727 Wilshire Boulevard, #2101
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
Entity Type:	Limited Partnership: CALIFORNIA
Name:	The Roger Birnbaum Family Trust UAD April 3, 2008
Street Address:	1663 Ventura Blvd., Suite 815
Internal Address:	c/o Bills & Stoll, Attn: Laurie Breitman
City:	Encino
State/Country:	CALIFORNIA
Postal Code:	91436
Entity Type:	Trust: CALIFORNIA
Composed Of:	<ul style="list-style-type: none"> Roger Birnbaum, UNITED STATES, INDIVIDUAL
Name:	The Claire Birnbaum Living Trust dated February 19, 2010
Street Address:	181 N. Canyon View Dr.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90049
Entity Type:	Trust: CALIFORNIA
Composed Of:	<ul style="list-style-type: none"> Claire Birnbaum, UNITED STATES, INDIVIDUAL
Name:	Jonathan Glickman
Street Address:	245 North Beverly Drive, Suite 618
City:	Beverly Hills
State/Country:	CALIFORNIA

TRADEMARK

Postal Code:	90210
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2630845	SPYGLASS ENTERTAINMENT
Registration Number:	2575904	SPYGLASS ENTERTAINMENT
Registration Number:	2421290	
Registration Number:	2884642	SPYGLASS ENTERTAINMENT
Registration Number:	2875155	

CORRESPONDENCE DATA

Fax Number: 3102299901
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: 3102290468
Email: mwnorman@venable.com
Correspondent Name: Marjorie Witter Norman
Address Line 1: 2049 Century Park East, Suite 2300
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	140284487963
NAME OF SUBMITTER:	Marjorie Witter Norman
SIGNATURE:	/Marjorie Witter Norman/
DATE SIGNED:	01/25/2019

Total Attachments: 7

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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 among Spyglass Entertainment Group, LLC f/k/a R&G Company, LLC, a Delaware limited liability company ("*Transferor*"), on the one hand, and Barber Entertainment, LP, a California limited partnership ("*Barber*"), Jonathan Glickman, an individual ("*Glickman*"), Roger Birnbaum, as Trustee of the Roger Birnbaum Family Trust UAD April 3, 2008 ("*Birnbaum Family Trust*"), and Claire Birnbaum, as Trustee of the Claire Birnbaum Living Trust dated February 19, 2010 ("*Claire Birnbaum Trust*") (each of Barber, Glickman, Birnbaum Family Trust, and Claire Birnbaum Trust, a "*Transferee*" and, collectively, "*Transferees*"), on the other hand. 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 Transferees (the "*Distribution and Assignment Agreement*").

WHEREAS, pursuant to the Distribution and Assignment Agreement, Transferor distributes, assigns and transfers to Transferees, as provided for in the Distribution and Assignment Agreement, and Transferees accept such distribution, assignment and transfer of, the Distributed Assets (the "*Transfer*"); and

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

NOW, THEREFORE, in consideration of the above premises and the mutual agreements of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Transferor hereby irrevocably grants, conveys, assigns, and transfers to Transferees, and Transferees accept and assume, all of Transferor's right, title and interest in and to 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 Transferees' ownership.

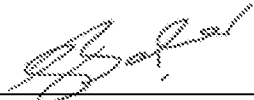
4. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature 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 Transferees have signed this Agreement as of the Effective Date.

TRANSFEROR

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

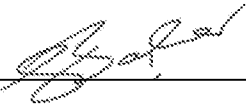
By: 

Gary Barber, Manager

By: _____
Roger Birnbaum, Manager

TRANSFEREES

Barber Entertainment, LP,
a California limited partnership

By: 

Name: _____
Title: _____

Jonathan Glickman, an individual

THE ROGER BIRNBAUM FAMILY TRUST UAD
APRIL 3, 2008


By: _____
Roger Birnbaum, Trustee

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

TRANSFEROR

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

By: _____
Gary Barber, Manager

By:  _____
Roger Birnbaum, Manager

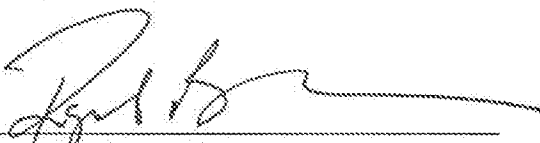
TRANSFEREES

Barber Entertainment, LP,
a California limited partnership

By: _____
Name: _____
Title: _____

Jonathan Glickman, an individual

THE ROGER BIRNBAUM FAMILY TRUST UAD
APRIL 3, 2008

By:  _____
Roger Birnbaum, Trustee

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TRANSFEROR

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

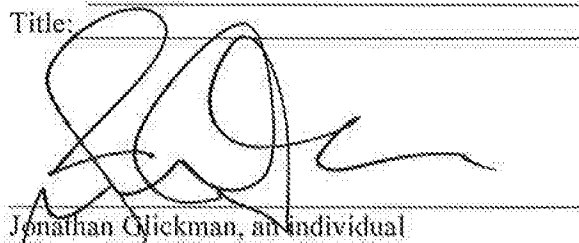
By: _____
Gary Barber, Manager

By: _____
Roger Birnbaum, Manager

TRANSFEREES

Barber Entertainment, LP,
a California limited partnership

By: _____
Name: _____
Title: _____


Jonathan Olickman, an individual

THE ROGER BIRNBAUM FAMILY TRUST UAD
APRIL 3, 2008

By: _____
Roger Birnbaum, Trustee

THE CLAIRE BIRNBAUM LIVING TRUST DATED
FEBRUARY 19, 2010

By: 

Claire Birnbaum, Trustee

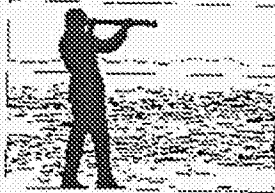
SCHEDULE A

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

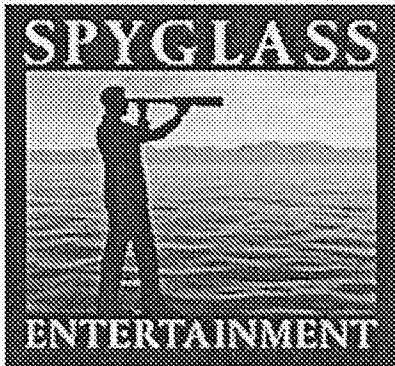
iii.



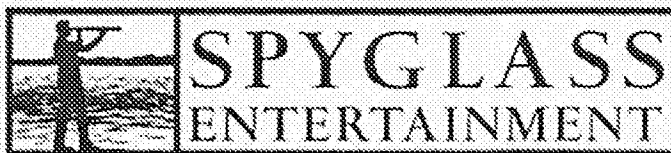
iv.



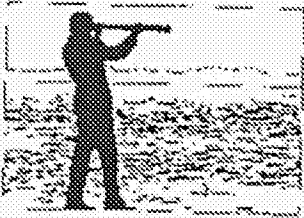
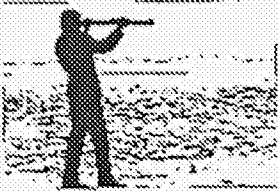
v.



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