

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507339

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jonathan Glickman		12/17/2018	INDIVIDUAL:
The Roger Birnbaum Family Trust UAD April 3, 2008		12/17/2018	Trust:
The Claire Birnbaum Living Trust dated February 19, 2010		12/17/2018	Trust:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barber Entertainment, LP		
<b>Street Address:</b>	10727 Wilshire Boulevard, #2101		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90024		
<b>Entity Type:</b>	Limited Partnership: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2630845	SPYGLASS ENTERTAINMENT	
<b>Registration Number:</b>	2575904	SPYGLASS ENTERTAINMENT	
<b>Registration Number:</b>	2421290		
<b>Registration Number:</b>	2884642	SPYGLASS ENTERTAINMENT	
<b>Registration Number:</b>	2875155		
<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>	140284487963		

CH \$140.00 2630845

<b>NAME OF SUBMITTER:</b>	Marjorie Witter Norman
<b>SIGNATURE:</b>	/Marjorie Witter Norman/
<b>DATE SIGNED:</b>	01/25/2019
<b>Total Attachments: 6</b> source=Members (3)#page1.tif source=Members (3)#page2.tif source=Members (3)#page3.tif source=Members (3)#page4.tif source=Members (3)#page5.tif source=Members (3)#page6.tif	

## SHORT FORM ASSIGNMENT AGREEMENT

This Short Form Assignment Agreement (this "*Agreement*") is made as of December 17, 2018 (the "*Effective Date*"), by and among 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 Glickman, Birnbaum Family Trust, and Claire Birnbaum Trust, a "*Seller*" and, collectively, "*Sellers*"), on the one hand, and Barber Entertainment, LP, a California limited partnership ("*Purchaser*"). All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated as of the Effective Date, by and between Sellers and Purchaser (the "*Asset Purchase Agreement*").

**WHEREAS**, pursuant to the Asset Purchase Agreement, each Seller sold its or his Proportioned Assets to Purchaser, and Purchaser purchased such Proportioned Assets from each Seller, and as a result of the transfers, Purchaser owns one hundred percent (100%) of all of Sellers' right, title and interest in and to the Assets as of the Closing Date; and

**WHEREAS**, the parties desire to further evidence and confirm the assignment of the Proportioned Assets to Purchaser.

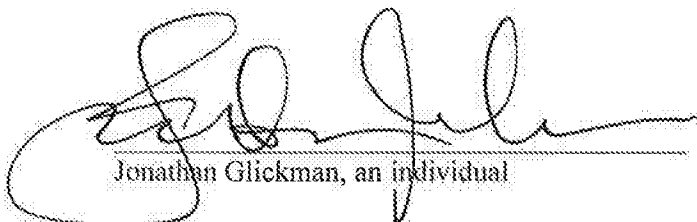
**NOW, THEREFORE**, in consideration of the foregoing, and the terms and conditions set forth herein and in the Asset Purchase Agreement, the parties hereto agree as follows:

1. **Assignment.** Each Seller hereby irrevocably sells, conveys, assigns, grants, transfers and delivers to Purchaser, and Purchaser hereby purchases and acquires from each Seller, all of each Seller'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 Asset Purchase 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 Asset Purchase 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 Asset Purchase Agreement, the Asset Purchase Agreement shall control.
3. **Authorization to Record.** Sellers agree 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 Purchaser'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, the parties have signed this Agreement as of the Effective Date.

**SELLERS**



Jonathan Glickman, 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

**PURCHASER**

Barber Entertainment, LP,  
a California limited partnership

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

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

**SELLERS**

\_\_\_\_\_  
Jonathan Glickman, 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

**PURCHASER**

Barber Entertainment, LP,  
a California limited partnership

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

[SIGNATURE PAGE TO SHORT FORM ASSIGNMENT -- MEMBERS TO BARBER ENTERTAINMENT, LP]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

**SELLERS**

\_\_\_\_\_  
Jonathan Glickman, an individual

THE ROGER BIRNBAUM FAMILY TRUST UAD  
APRIL 3, 2008

By: \_\_\_\_\_  
Roger Birnbaum, Trustee

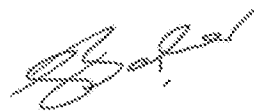
THE CLAIRE BIRNBAUM LIVING TRUST DATED  
FEBRUARY 19, 2010

By: \_\_\_\_\_  
Claire Birnbaum, Trustee

**PURCHASER**

Barber Entertainment, LP,  
a California limited partnership

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



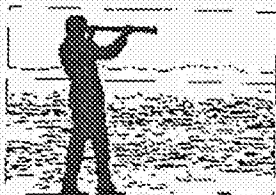
SCHEDULE A

*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.



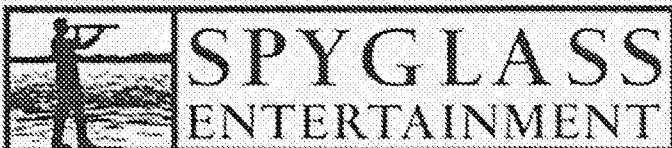
iv.



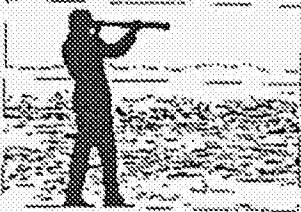
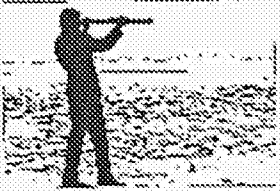
v.



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