

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	4		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barber Entertainment, LP		12/17/2018	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Spyglass IP Holdings, LLC		
Street Address:	2049 Century Park East, Suite 2300		
Internal Address:	c/o Venable LLP		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Liability Company: DELAWARE		
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		
<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>			
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/		

CH \$140.00 2630845

DATE SIGNED:	01/25/2019
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Total Attachments: 4

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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 Barber Entertainment, LP, a California limited partnership (“**Transferor**”), and Spyglass IP Holdings, LLC, a Delaware limited liability company (“**Company**”). All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in that certain Contribution and Assignment Agreement dated as of the Effective Date, by and between Transferor and Company (the “**Contribution and Assignment Agreement**”):

WHEREAS, pursuant to the Contribution and Assignment Agreement, Transferor contributes, assigns and transfers to Company, and Company accepts such contribution, assignment and transfer of, the Contributed Assets; and

WHEREAS, the parties desire to further evidence and confirm the assignment of the Contributed Assets to Company.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth herein and in the Contribution and Assignment Agreement, 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, transfers to Company, and Company accepts and assumes, 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 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 Contribution 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 Contribution 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 Contribution and Assignment Agreement, the Contribution 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 Company’s ownership.

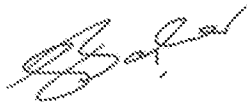
4. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature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

TRANSFEROR

Barber Entertainment, LP,
a California limited partnership



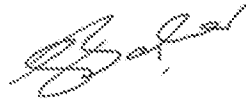
By: _____

Name: Gary Barber

Title: Authorized Signatory

COMPANY

Spyglass IP Holdings, LLC,
a Delaware limited liability company



By: _____

Name: Gary Barber

Title: Authorized Signatory

SCHEDULE A

Contributed 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.

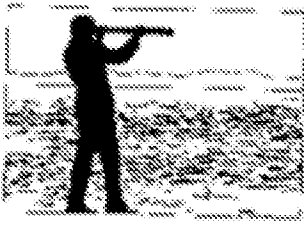
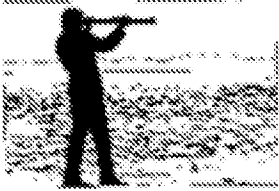


iv.

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