

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jack Loeks Theatres, Inc.		07/02/2019	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	JDO IP, LLC		
Street Address:	2121 Celebration Drive, N.E>		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49525		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5104084	STUDIO C!	
Serial Number:	87816522	STUDIO C	
Serial Number:	88022747	STUDIO C	
CORRESPONDENCE DATA			
Fax Number:	6169881736		
<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:	616-831-1736		
Email:	petersonl@millerjohnson.com		
Correspondent Name:	Brittany R. Harden		
Address Line 1:	45 Ottawa Ave. SW, Suite 1100		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	57077-25		
NAME OF SUBMITTER:	Brittany R. Harden		
SIGNATURE:	/Brittany R. Harden/		
DATE SIGNED:	07/02/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of this 2nd day of July, 2019 (the "Effective Date"), by and between Jack Loeks Theatres, Inc., a Michigan corporation located and doing business at 2121 Celebration Drive, N.E., Grand Rapids, MI 49525 ("Assignor") and JDL IP, LLC., a Michigan limited liability company located and doing business at 2121 Celebration Drive, N.E., Grand Rapids, MI 49525 ("Assignee").

A. Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to purchase, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, Assignor's entire worldwide right, title and interest in and to the Marks, the goodwill associated with the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.


3. Further Assurances. Assignor shall deliver to Assignee such further information and documents and shall execute and deliver to the Assignee such further instruments and agreements as Assignee shall reasonably request to consummate or confirm the transactions provided for in

this Assignment, to accomplish the purpose of this Assignment or to assure to the Assignee the benefits of this Assignment. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Michigan, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

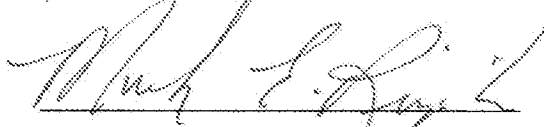
JACK LOEKS THEATRES, INC.

By: 

Name: Mark E. Rizik, as Power of Attorney
for John D. Loeks, President

Date: July 2, 2019

JDL IP, LLC

By: 

Name: Mark E. Rizik, as Power of Attorney
for John D. Loeks, Manager and Sole Member

Date: July 2, 2019

EXHIBIT A

MARKS

TRADEMARKS				
OWNER	MARK	JURISDICTION	Application No./REGISTRATION NUMBER	Application/REGISTRATION DATE
Jack Loeks Theatres, Inc.	STUDIO C (stylized logo)	US	Reg. No. 5104084	Reg. Date 12/20/2016
Jack Loeks Theatres, Inc.	STUDIO C (stylized logo)	US	Ser. No. 87816522	App. Date 03/01/2018
Jack Loeks Theatres, Inc.	STUDIO C	US	Ser. No. 88022747	App. Date 07/02/2018