

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545476

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CRP MB Studios, L.L.C.		07/31/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MBS Media Campus, LLC		
<b>Street Address:</b>	11111 Santa Monica Boulevard, Suite 1100		
<b>Internal Address:</b>	c/o Hackman Capital Partners		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88290179	MBS	
<b>Serial Number:</b>	88289814	MBS MEDIA CAMPUS	
<b>Serial Number:</b>	88289971	MBS MEDIA CAMPUS	
<b>Serial Number:</b>	88290229	MBSI	
<b>Serial Number:</b>	88290241	MBS INNOVATIONS	
<b>Serial Number:</b>	88290268	MBS ASSET MANAGEMENT	
<b>Serial Number:</b>	88290354	THE MBS GROUP	
<b>Serial Number:</b>	88290342	THE MBS GROUP	
<b>Serial Number:</b>	88290084	MBS EQUIPMENT CO.	
<b>Serial Number:</b>	88290151	MBS EQUIPMENT CO. EST. 2013	
<b>Serial Number:</b>	88290190	MBSE	
<b>Serial Number:</b>	88290277	MBS3	
<b>Serial Number:</b>	88290291	MBS3	
<b>Serial Number:</b>	88290304	MBS EQUIPMENT COMPANY NORTH AMERICA	
<b>Serial Number:</b>	88290316	MBSE NORTH AMERICA	
<b>Serial Number:</b>	87609021	MANHATTAN BEACH STUDIOS	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

**Fax Number:** 9494754754

***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:** 949-451-3800

**Email:** skann@gibsondunn.com

**Correspondent Name:** Stephanie Kann

**Address Line 1:** 3161 Michelson Drive

**Address Line 2:** Gibson, Dunn & Crutcher LLP

**Address Line 4:** Irvine, CALIFORNIA 92612

<b>ATTORNEY DOCKET NUMBER:</b>	42525-00015
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<b>NAME OF SUBMITTER:</b>	Stephanie Kann
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<b>SIGNATURE:</b>	/stephanie kann/
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<b>DATE SIGNED:</b>	10/16/2019
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made and entered into as of July 31, 2019 (“**Effective Date**”) by and between CRP MB STUDIOS, L.L.C., a Delaware limited liability company, with its principal place of business at 1600 Rosecrans Avenue, Manhattan Beach, California 90266 (“**Assignor**”), and MBS MEDIA CAMPUS, LLC, a Delaware limited liability company with its principal place of business at c/o Hackman Capital Partners, 11111 Santa Monica Boulevard, Suite 1100, Los Angeles, California 90025 (“**Assignee**”, each of Assignor and Assignee a “**Party**”, and collectively, the “**Parties**”).

### RECITALS

WHEREAS, Assignor and Assignee (as successor in interest to Hackman Capital Acquisition Company, LLC, a Delaware limited liability company) have entered into that certain Agreement of Sale and Purchase dated as of May 3, 2019 (the “**Purchase Agreement**”) pursuant to which, among other things, Assignee is a successor to the business of Assignor, and such business is ongoing and existing for purposes of 15 U.S.C. § 1060(a)(1) and Assignee has agreed to acquire from Assignor, and Assignor has agreed to transfer to Assignee, all of Assignor’s right, title and interest in and to the trademark registrations listed on Schedule A hereto (including all common law rights and applications and registrations therefor, and the right to claim priority to the same and all renewals thereof), together with all goodwill associated therewith or symbolized thereby (collectively, the “**Marks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby established, and in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor’s right, title, and interest in and to (i) the Marks, (ii) all rights to income, royalties, and license fees deriving from the Marks, and (iii) all claims for damages by reason of past, present and future infringement or misappropriation of the Marks, and the right to sue for and collect such damages, as permitted under applicable law, the same to be held as fully and exclusively as same would have been held and enjoyed by Assignor had this Assignment not been made. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

2. Each Party, at the request of the other, shall execute, acknowledge or have notarized (if appropriate) and deliver in a timely manner such additional documents, and do such other additional acts, also in a timely manner, as may be reasonably required in order to accomplish the intent and purposes of this Assignment.

3. Assignor authorizes the U.S. Commissioner for Trademarks at the U.S. Patent and Trademark Office (the “**PTO**”) and any other governmental officials of any patent or trademark office worldwide to record and register this Assignment (or a redacted version thereof) upon request by Assignee.

4. Without limiting or altering any liability or obligation of Assignor or Assignee arising under the Purchase Agreement, which shall govern all representations, warranties and obligations of the Parties, Assignee agrees that the Marks are assigned to Assignee on an "as is" and "where is" basis, and Assignor expressly disclaims any and all representations and warranties of any kind, either express or implied, including any warranties of validity, enforceability or infringement or dilution of any third-party rights.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California, without regard to any otherwise applicable principles of conflicts of laws.

6. This Assignment may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

TRADEMARK ASSIGNMENT

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

CRP MB STUDIOS, L.L.C.,  
a Delaware limited liability company

By: 

Name: Edward Samek

Title: President

[Trademark Agreement]

**TRADEMARK**  
**REEL: 006773 FRAME: 0187**

**ASSIGNEE:**

MBS MEDIA CAMPUS, LLC,  
a Delaware limited liability company

By: 

Name: Brent Iloulian

Title: Authorized Signatory

[Trademark Agreement]

**TRADEMARK**  
**REEL: 006773 FRAME: 0188**

**SCHEDULE A**

<b>MARK</b>	<b>Serial Number (Application Number)</b>
MBS	(88/290,179)
MBS MEDIA CAMPUS	(88/289,814)
MBS MEDIA CAMPUS	(88/289,971)
MBSI	(88/290,229)
MBS INNOVATIONS	(88/290,241)
MBS ASSET MANAGEMENT	(88/290,268)
THE MBS GROUP	(88/290,354)
THE MBS GROUP	(88/290,342)
MBS EQUIPMENT CO.	(88/290,084)
MBS EQUIPMENT CO. EST. 2013	(88/290,151)
MBSE	(88/290,190)
MBS3	(88/290,277)
MBS3	(88/290,291)
MBS EQUIPMENT COMPANY NORTH AMERICA	(88/290,304)
MBSE NORTH AMERICA	(88/290,316)
MANHATTAN BEACH STUDIOS	(87/609021)

TRADEMARK ASSIGNMENT

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**RECORDED: 10/16/2019**

**TRADEMARK  
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