

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561369

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900532252

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIFE IN COLOR, LLC		01/15/2020	Limited Liability Company:

RECEIVING PARTY DATA

Name:	NGHT VISN LLC
Street Address:	821 NE 71st Street
City:	Miami
State/Country:	FLORIDA
Postal Code:	33138
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87593378	BLNK CNVS

CORRESPONDENCE DATA

Fax Number:

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: 407-256-0700
Email: fuller.ejf@gmail.com
Correspondent Name: Eric Fuller
Address Line 1: 821 NE 71st Street
Address Line 4: Miami, FLORIDA 33138

NAME OF SUBMITTER:	Trevor L. Mattice
SIGNATURE:	/Trevor L. Mattice/
DATE SIGNED:	02/10/2020

Total Attachments: 12

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Assignment of Trademark

Whereas

LIFE IN COLOR, LLC

is/are the owner(s) of Trademark application/registration

5451748.

Whereas,

NGHT VISION, LLC

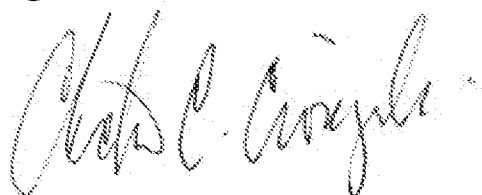
is/are desirous of acquiring said trademark application/registration 5451748.

Now therefore good and valuable consideration, _____

LIFE IN COLOR, LLC hereby assign(s) the entire interest and goodwill of the business to NGHT VISION, LLC.

↓
Trademark

Signature



CHIEF FINANCIAL OFFICER; SECRETARY
LIFE IN COLOR, LLC

Date

1/15/20'

ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE (this "Agreement") is made as of January 15, 2020, by and between LIFE IN COLOR, LLC, a Delaware limited liability company ("Seller"), and NGHT VISN LLC, a Florida limited liability company ("Buyer").

WHEREAS, Buyer intends to purchase, and Seller intends to sell, all of Seller's right, title and interest in and to that certain trademark "BLNK CNVS", as registered under USPTO Serial No. 87593378, US Registration No. 5451748, as set forth in Exhibit A attached hereto (the "Mark"), and such other assets related thereto and described in Section 1(a) below (the "Purchased Assets").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

Section 1. Conveyance and Assignment of the Purchased Assets.

(a) For good and valuable consideration in the amount of _____ Seller hereby sells, conveys, assigns, transfers and delivers to, and vests in Buyer, to have and to hold forever unto Buyer, its successors and assigns forever, effective as of the date hereof, all of Seller's right, title and interest, legal and equitable, in and to the Purchased Assets. For the avoidance of doubt, the Purchased Assets shall include, without limitation, the following: (i) any and all social media accounts utilizing "BLNK CNVS" (i.e., @BLNKCNVSPresents on Facebook, @BLNKCNVSPresents on Instagram, and @BLNKCNVSPres on Twitter), (ii) the www.blncnvs.com website, (iii) any and all logos and trademarks related thereto, including, but not limited to, the BLNK CNVS black logo attached hereto as Exhibit B and any marketing assets owned or held by Seller (e.g., photography, recordings, and such other works exploiting the Mark). Seller shall provide Buyer with the necessary administrative login information for the "BLNK CNVS" accounts described in this Section 1(a) within a reasonable period following execution of this Agreement. Seller does not hereby sell, convey, assign, transfer or deliver to Buyer any other assets held by Seller or any of its affiliates except as expressly set forth in this Section 1(a).

(b) Seller hereby authorizes Buyer to take any appropriate action to protect the right, title and interest hereby conveyed in connection with the Purchased Assets hereby sold, conveyed, assigned, transferred and delivered to Buyer against each and every person or persons whomsoever claiming or asserting any claim against any or all of the same, and Seller shall use commercially reasonable efforts to cooperate with Buyer in regard thereto. Notwithstanding anything to the contrary contained herein, Seller shall not be obligated to sell, convey, assign, transfer or deliver, nor does Seller sell, convey, assign, transfer or deliver pursuant hereto, any assets other than the Purchased Assets.

Section 2. Disclaimer of Warranties. SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE PURCHASED ASSETS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY

SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.

Section 3. Assumption of Liabilities.

(a) In partial consideration for the foregoing sale, conveyance, assignment, transfer and delivery of the Purchased Assets on the date hereof, Buyer, effective as of the date hereof, hereby assumes, becomes responsible for and agrees to pay, discharge or perform (when due), as applicable, all of the liabilities, obligations, commitments and indebtedness, whether known or unknown, whether express or implied, absolute, accrued, contingent, liquidated or otherwise of Seller relating to the Purchased Assets, which were initiated or discovered after the date of this Agreement (the "Assumed Liabilities").

(b) As of the date of this Agreement, Seller represents and warrants to Buyer:

(1) To Seller's Knowledge, there are no liabilities, obligations, commitments and/or indebtedness in connection with the Purchased Assets; and

(2) To Seller's Knowledge, there are no pending or threatened suits, actions or proceedings before any court, governmental entity or authority (i) pertaining to the Purchased Assets or the transaction contemplated hereunder or (ii) seeking to prohibit or limit the ownership or use of the Purchased Assets, or to dispose of or hold separate any portion of the Purchased Assets.

(3) "Seller's Knowledge" means (i) the actual knowledge of the officers of Seller and (ii) the knowledge that any such person referred to in (i) above, as a prudent person, would have obtained in the conduct or performance of his or her duties as an officer.

Section 4. Indemnification.

(a) Buyer shall defend, indemnify and hold harmless Seller, its affiliates and their respective stockholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including reasonable attorneys' fees and disbursements, arising from or relating to the Purchased Assets and the Assumed Liabilities arising after the date of this Agreement.

(b) Seller shall defend, indemnify and hold harmless Buyer, its related companies, and each of their respective members, managers, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including reasonable attorneys' fees and disbursements, arising from or relating to (i) any inaccuracy in any representation or breach of any warranty made by Seller in this Agreement (i) the Purchased Assets to the extent arising from the period commencing April 12, 2019 through the date hereof, or (iii) the negligent acts or omissions or willful misconduct of Seller, its stockholders, officers, directors, agents, and/or employees following the date hereof and solely to the extent relating to the Purchased Assets.

Section 5. Further Assurances. Each party hereto agrees promptly to execute and deliver such documents and instruments and to promptly do such other acts as are reasonably

requested by the other party and are reasonably requested by such other party to give effect to the transactions contemplated by this Agreement.

Section 6. Severability. If any of the provisions set forth in this Agreement is not enforceable, in whole or in part, the remaining provisions set forth in this Agreement shall be enforceable notwithstanding the invalidity of any other provision. Any provision not enforceable in part shall be enforced to the extent valid and enforceable.

Section 7. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 8. Amendment. This Agreement may not be amended except in a writing signed by all of the parties.

Section 9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when delivered, if by hand, (b) three (3) days after being sent, postage prepaid, if by registered or certified mail, (c) when confirmed electronically, if by facsimile, or (d) when delivered, if by a recognized overnight delivery service in each event, to the numbers and/or address set forth on the signature page of this Agreement, or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party in accordance with this section.

Section 11. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall together constitute but one document.

Section 13. Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the principles of conflicts of laws thereof. In the event of any dispute arising out of this Agreement, the parties shall file suit in a court of competent jurisdiction located in the State of California in Los Angeles, California and the County of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. In the event that any party institutes any legal suit, action, or proceeding against the other party, the

prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

[SIGNATURE PAGE FOLLOWS]

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

BUYER:

NGHT VISN, LLC

By: _____
Name: Eric Fuller
Title: Manager

DocuSigned by:

Eric Fuller

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Address for notices:

NIGHT VISN LLC
821 NE 71st Street
Miami, FL 33138
Attention: Eric Fuller
Email: fuller.ejf@gmail.com

SELLER:

LIFE IN COLOR, LLC

By: _____
Name: Charles Ciongoli
Title: Chief Financial Officer, Secretary

DocuSigned by:

Charles C. Ciongoli

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Address for notices:

Life in Color, LLC
c/o LiveStyle, Inc.
9171 Wilshire Blvd., Suite 500
Beverly Hills, CA 90210
Attention: General Counsel
Email: aenriquez@lifestyle.com

EXHIBIT A

BLNK CNVS TRADEMARK REGISTRATION

[Exhibits to Assignment and Assumption Agreement and Bill of Sale]

TRADEMARK
REEL: 006855 FRAME: 0243

United States of America

United States Patent and Trademark Office

BLNK CNVS

Reg. No. 5,451,748

Registered Apr. 24, 2018

Int. Cl.: 35, 41

Service Mark

Principal Register

SFX-LIC Operating LLC (DELAWARE LIMITED LIABILITY COMPANY)
902 Broadway, Floor 15
New York, NEW YORK 10010

CLASS 35: Advertising, promotion, and marketing services, namely, promoting music festivals, social entertainment events, live music concerts, DJs, artists and festival sponsors

FIRST USE 5-1-2017; IN COMMERCE 5-1-2017

CLASS 41: Entertainment services in the nature of organizing, arranging, hosting and conducting social entertainment events; entertainment services in the nature of arranging social entertainment events; organization of exhibitions for musical entertainment; entertainment, namely, live music concerts; entertainment services in the nature of presenting live musical performances; entertainment services, namely, organizing and hosting live music concerts and artistic performances by musicians; entertainment services, namely, organizing live music festivals; entertainment services, namely, conducting dance parties; night clubs

FIRST USE 5-1-2017; IN COMMERCE 5-1-2017

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-593,378, FILED 09-01-2017



Archie Karson

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

EXHIBIT B

LOGO

[Exhibits to Assignment and Assumption Agreement and Bill of Sale]

TRADEMARK
REEL: 006855 FRAME: 0246

