

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zero Point Productions, Inc.,		08/28/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	SoundBreakers, LLC		
Street Address:	79 Ivy Street		
City:	Oyster Bay		
State/Country:	NEW YORK		
Postal Code:	11771		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6024516	SOUNDBREAKERS	
CORRESPONDENCE DATA			
Fax Number:	3105564617		
<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:	3105561956		
Email:	mmartin@fpplaw.com		
Correspondent Name:	Michael P. Martin		
Address Line 1:	1925 Century Park East,		
Address Line 2:	Suite 2050		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Michael P. Martin		
SIGNATURE:	/Michael P. Martin/		
DATE SIGNED:	06/09/2020		
Total Attachments: 2			
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OP \$40.00 6024516

ASSIGNMENT OF U.S. TRADEMARK APPLICATION

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 28, 2018 ("Effective Date") by and between Zero Point Productions, Inc., a New York Corporation ("Assignor"), and SoundBreakers, LLC, a New York Limited Liability Company ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks, including without limitation, the United States Trademark Registration No. 6024516 for the mark SOUNDBREAKERS, together, with the goodwill of the business associated therewith and the right to sue for past infringement and collect damages therefore (hereafter, the "Mark"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Mark.

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

1. Assignor hereby assigns, transfers and contributes to Assignee, its successors, assigns and other legal representatives all of Assignor's right, title and interest in and to the Mark including, without limitation, any registrations and applications therefore, any renewals and extensions of registrations, all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and all other corresponding rights that are or may be secured under the laws of the United States or internationally, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's 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, together with all income, royalties or payments due and payable as of the Effective Date or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor assumes no liability to Assignee or to third parties with respect to the quality characteristics of the goods or services offered, manufactured, sold or otherwise distributed by Assignee. Assignee agrees to defend, indemnify and hold harmless Assignor, its officers, employees and agents from any and all claims, demands, actions, causes of actions, suits, proceedings, damages, liabilities and costs and expenses of every nature, including reasonable attorney's fees, relating to or arising out of the provision, manufacture, sale or other distribution of any products or services subsequent to the Effective Date.

3. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office or any domain registers, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record and register Assignee as the official owner of the Mark and to deliver

to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. This Assignment contains the entire agreement between the parties with regard to the subject matter hereof and supersedes all other statements, representations and agreements pertaining to such subject matter.

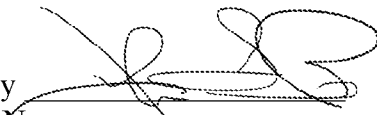
5. Except as otherwise provided in this Assignment, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

6. This Assignment may be signed in counterparts. Signatures by facsimile or electronic transmission shall be acceptable and binding.

IN WITNESS WHEREOF, the undersigned parties have executed this Assignment as of the date first set forth above.

ASSIGNOR

ZERO POINT PRODUCTIONS, INC

By 
Name: _____

ASSIGNEE

SOUNDBREAKERS, LLC

By 
Name: _____