

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599044

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|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Redbox Automated Retail, LLC | | 09/22/2020 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | Redbox Holdings, LLC | | |
| Street Address: | One Tower Lane, Suite 900 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60181 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88472728 | REDBOX ENTERTAINMENT | |
| Serial Number: | 88472696 | REDBOX ORIGINAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2163485474 | | |
| <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: | 2163485400 | | |
| Email: | ipmailbox@mcdonaldhopkins.com | | |
| Correspondent Name: | McDonald Hopkins LLC | | |
| Address Line 1: | 600 Superior Avenue, East, Suite 2100 | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| ATTORNEY DOCKET NUMBER: | 49021-00001 | | |
| NAME OF SUBMITTER: | Kimberly Hefner | | |
| SIGNATURE: | /Kimberly Hefner/ | | |
| DATE SIGNED: | 09/23/2020 | | |
| Total Attachments: 5 | | | |
| source=Redbox Automated Retail - Redbox Holdings Assignment (Executed) (9122265x7AB84)#page1.tif | | | |
| source=Redbox Automated Retail - Redbox Holdings Assignment (Executed) (9122265x7AB84)#page2.tif | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), including all schedules attached hereto, is made effective this 22nd day of September 2020 (the "Effective Date"), by and between Redbox Automated Retail, LLC, a limited liability company organized under the laws of Delaware with an address at One Tower Lane, Suite 900, Chicago, IL 60181 ("Assignor") and Redbox Holdings, LLC, a limited liability company organized under the laws of Delaware with an address at One Tower Lane, Suite 900, Chicago, IL 60181 ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor owns all right, title, and interest in and to the trademark registrations and applications for registration set forth on **Schedule A** attached hereto (collectively, the "Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title, and interest in and to the Trademarks and all goodwill associated with the Trademarks

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. As of the Effective Date, Assignor hereby sells, contributes, grants, bargains, conveys, transfers, assigns and delivers to Assignee all right, title and interest in, to and under the Trademarks, together with the goodwill associated therewith, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under applicable laws, including but not limited to common law rights, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and 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 rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present, or future infringement, misappropriation, unfair competition, dilution, or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto.

2. Assignor further agrees to execute such further documents and provide assistance reasonably required or requested by Assignee, its successors and assigns, and their legal representatives (including, without limitation, execution and delivery of any affidavits, declarations, oaths, or other documents as may reasonably be required) to secure and enforce the rights granted to Assignee under this Assignment.

3. Assignee may record this Assignment with the United States Patent and Trademark Office ("USPTO") and with comparable offices in other jurisdictions throughout the world. All costs associated with any such registrations or recordations shall be paid by Assignee.

4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of Delaware, without reference to its conflict of law principles.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

[Signatures on following pages]

Redbox Automated Retail, LLC

By:

A handwritten signature in cursive script, reading "Frederick W. Stein", written over a horizontal line.

Signature

Frederick W. Stein, Senior Vice President, General Counsel, and Secretary

Name and Title

Redbox Holdings, LLC

By:

A handwritten signature in cursive script, reading "Frederick W. Stein", written over a horizontal line.

Signature

Frederick W. Stein, Secretary

Name and Title

Schedule A
to Trademark Assignment Agreement

| Country | Trademark | App. No. | Filing Date | Reg. No. | Reg. Date |
|---------|----------------------|----------|-------------|----------|-----------|
| US | REDBOX ENTERTAINMENT | 88472728 | 6/13/19 | | |
| BS | REDBOX ENTERTAINMENT | 44176 | 12/10/19 | | |
| BS | REDBOX ENTERTAINMENT | 44175 | 12/10/19 | | |
| BS | REDBOX ENTERTAINMENT | 44174 | 12/10/19 | | |
| BS | REDBOX ENTERTAINMENT | 44173 | 12/10/19 | | |
| BM | REDBOX ENTERTAINMENT | 58176 | 12/13/19 | | |
| BM | REDBOX ENTERTAINMENT | 58175 | 12/13/19 | | |
| BM | REDBOX ENTERTAINMENT | 58174 | 12/13/19 | | |
| BM | REDBOX ENTERTAINMENT | 58173 | 12/13/19 | | |
| BM | REDBOX ENTERTAINMENT | 58172 | 12/13/19 | | |
| BM | REDBOX ENTERTAINMENT | 58171 | 12/13/19 | | |
| TC | REDBOX ENTERTAINMENT | 20052 | 6/13/19 | 20052 | 6/13/19 |
| TC | REDBOX ENTERTAINMENT | 20051 | 6/13/19 | 20051 | 6/13/19 |
| TC | REDBOX ENTERTAINMENT | 20050 | 6/13/19 | 20050 | 6/13/19 |
| TC | REDBOX ENTERTAINMENT | 20049 | 6/13/19 | 20049 | 6/13/19 |
| TC | REDBOX ENTERTAINMENT | 20048 | 6/13/19 | 20048 | 6/13/19 |
| TC | REDBOX ENTERTAINMENT | 20047 | 6/13/19 | 20047 | 6/13/19 |
| CA | REDBOX ENTERTAINMENT | 1996628 | 11/19/19 | | |
| US | REDBOX ORIGINAL | 88472696 | 6/13/19 | | |
| BS | REDBOX ORIGINAL | 44168 | 12/10/19 | | |
| BS | REDBOX ORIGINAL | 44167 | 12/10/19 | | |
| BS | REDBOX ORIGINAL | 44166 | 12/10/19 | | |
| BS | REDBOX ORIGINAL | 44165 | 12/10/19 | | |
| BM | REDBOX ORIGINAL | 58170 | 12/13/19 | | |
| BM | REDBOX ORIGINAL | 58169 | 12/13/19 | | |
| BM | REDBOX ORIGINAL | 58168 | 12/13/19 | | |
| BM | REDBOX ORIGINAL | 58167 | 12/13/19 | | |
| BM | REDBOX ORIGINAL | 58166 | 12/13/19 | | |
| BM | REDBOX ORIGINAL | 58165 | 12/13/19 | | |
| TC | REDBOX ORIGINAL | 20040 | 6/13/19 | 20040 | 6/13/19 |
| TC | REDBOX ORIGINAL | 20039 | 6/13/19 | 20039 | 6/13/19 |

| | | | | | |
|----|-----------------|---------|----------|-------|---------|
| TC | REDBOX ORIGINAL | 20038 | 6/13/19 | 20038 | 6/13/19 |
| TC | REDBOX ORIGINAL | 20037 | 6/13/19 | 20037 | 6/13/19 |
| TC | REDBOX ORIGINAL | 20036 | 6/13/19 | 20036 | 6/13/19 |
| TC | REDBOX ORIGINAL | 20035 | 6/13/19 | 20035 | 6/13/19 |
| CA | REDBOX ORIGINAL | 1996309 | 11/15/19 | | |