

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Void, LLC		10/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VR EXIT LLC		
Street Address:	2506 Barcelona Drive		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4875421	THE VOID	
Registration Number:	4878613	THE VOID	
Registration Number:	4883024	RAPTURE	
Registration Number:	4918987	THE VOID	
Registration Number:	5142498	RAPTURE	
Registration Number:	5149385	RAPTURE	
Serial Number:	87955757	NICODEMUS: DEMON OF EVANISHMENT	
Serial Number:	86814342	VOID STUDIOS	
Serial Number:	87178356	STEP BEYOND REALITY	
Serial Number:	86652379	VOID VR	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	6176468000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 ATLANTIC AVENUE		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		

OP \$265.00 4875421

Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER: T0643.90001US00

NAME OF SUBMITTER: Douglas R. Wolf

SIGNATURE: /drw/

DATE SIGNED: 10/30/2020

Total Attachments: 10

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of October 13, 2020 made by **THE VOID, LLC**, a Delaware limited liability company (the "Assignor"), with a place of business at 644 North 2000 W, Lindon, UT 84042 to **VR EXIT LLC**, a Delaware limited liability company ("Assignee") with a place of business at 2506 Barcelona Drive, Fort Lauderdale, FL 33301.

RECITALS:

WHEREAS, Assignor and VR Boom LLC, a Delaware limited liability company, ("Lender") are parties to, inter alia, that certain Loan and Security Agreement, dated as of August 9, 2020 (as amended, restated, amended and restated or otherwise modified or supplemented from time to time, the "Loan Agreement") and the other loan documents executed in connection with the Loan Agreement and the loan made in connection therewith (together with the Loan Agreement, collectively, the "Loan Documents"); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets including but not limited to the Trademarks and Trademark Applications described on **Exhibit 1** attached hereto (the "Trademarks and Trademark Applications") and the goodwill associated therewith, and the other trademarks and trademark applications and service marks and service mark applications owned by the Assignor and all goodwill arising out of or relating thereto (collectively, the "Collateral") to secure the performance of its obligations under the Loan Documents; and

WHEREAS, one or more Events of Default (as defined in the Loan Documents) have occurred under the Loan Documents and the Lender has the right to exercise its rights and remedies under the Loan Documents including the sale of the Collateral pursuant to the Uniform Commercial Code; and

WHEREAS, in connection with Lender's public sale of the Collateral, by this Assignment, Assignor is hereby assigning the Trademarks and Trademark Applications to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Trademarks and Trademark Applications. Assignor hereby indefeasibly assigns, transfers, and conveys to the Assignee all of Assignor's right, title and interest in and to (i) the Trademarks and Trademark Applications, all other trademarks and trademark applications and all other service marks and service mark applications owned by Assignor, (ii) the registrations and common law rights therefor, (iii) all goodwill of the business of Assignor connected with the use of, or otherwise symbolized by, the Trademarks and Trademark applications and all other trademarks and trademark applications and service marks and service mark applications of Assignor, and (iv) all rights to sue for past, present and future infringement and misappropriations of the Trademarks and Trademark Applications and colorable imitations thereof, and of all other

trademarks and trademark applications, service marks and service mark applications of Assignor.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment and any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

3. Choice of Law. The laws of the State of New York shall govern the interpretation, validity, performance and enforcement of this Assignment.

4. Execution in Counterparts. This Assignment may be executed in multiple counterparts which together shall constitute one Assignment. Facsimile scan, and electronic signatures shall be valid as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

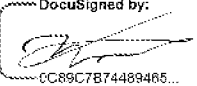
THE VOID, LLC

By: 
Name: Laurent Potdevin
Title: Chief Executive Officer

Acceptance of this Assignment of Trademarks:

ASSIGNEE:

VR EXIT LLC

DocuSigned by:
By: 
CC89C7B74489485...
Name: James G. Bennett III
Title: Manager

[SIGNATURE PAGE – ASSIGNMENT OF TRADEMARKS]

Exhibit 1
[TRADEMARKS AND TRADEMARK APPLICATIONS]

See attached

Exhibit 1
Trademarks

Mark	Registration Number	Registration Date
THE VOID	018055980	11/15/2019
THE VOID Logo	018056004	11/15/2019
VOID Logo	018056006	11/15/2019
STEP BEYOND REALITY	018056015	11/15/2019
THE VOID STEP BEYOND REALITY	018056020	11/15/2019
NICODEMUS	018056021	11/13/2019
THE MOTH & THE FLAME	1206181	05/06/2014
THE MOTH & THE FLAME	1206181	05/06/2014
THE MOTH & THE FLAME	1206181	05/06/2014
THE MOTH & THE FLAME	1206181	05/06/2014
THE MOTH & THE FLAME	1206181	05/06/2014
THE VOID	1255091	01/16/2015
THE VOID	1255091	01/16/2015

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THE VOID	1255091	01/16/2015
THE VOID	1255091	01/16/2015
THE VOID	1255091	01/16/2015
THE VOID	1255091	01/16/2015
THE VOID Logo	1267396	07/28/2015
THE VOID Logo	1267396	07/28/2015
THE VOID Logo	1267396	07/28/2015
THE VOID Logo	1267396	07/28/2015
THE VOID Logo	1267396	07/28/2015
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THE VOID Logo	1267396	07/28/2015
THE VOID Logo	1267396	07/28/2015
THE VOID Logo	1267396	07/28/2015
RAPTURE	1280402	07/28/2015
RAPTURE	1280402	07/28/2015
RAPTURE	1280402	07/28/2015

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RAPTURE	1280402	07/28/2015
RAPTURE	1280402	07/28/2015
RAPTURE	1280402	07/28/2015
RAPTURE	1280402	07/28/2015
RAPTURE (Stylized)	1313972	07/14/2016
RAPTURE (Stylized)	1313972	07/14/2016
RAPTURE (Stylized)	1313972	07/14/2016
RAPTURE (Stylized)	1313972	07/14/2016
STEP BEYOND REALITY	1343707	01/24/2017
STEP BEYOND REALITY	1343707	01/24/2017
STEP BEYOND REALITY	1343707	01/24/2017
STEP BEYOND REALITY	1343707	01/24/2017
STEP BEYOND REALITY	1343707	01/24/2017
THE MOTH & THE FLAME	4517864	04/22/2014

Mark	Registration Number	Registration Date
THE VOID	4875421	12/22/2015
THE VOID Logo	4878613	12/29/2015
RAPTURE	4883024	01/05/2016
THE VOID	4918987	03/15/2016
RAPTURE	5142498	02/14/2017
RAPTURE (Stylized)	5149385	02/28/2017
THE VOID Logo	TMA1040603	07/12/2019

Mark	Application Number	Application Date
NICODEMUS: DEMON OF EVANISHMENT	87/955757	06/10/2018
VOID STUDIOS	86/814342	11/09/2015
STEP BEYOND REALITY	87/178356	09/21/2016
VOID VR	86/652379	06/04/2015
NICODEMUS	2007142	05/03/2019

THE VOID STEP BEYOND REALITY	2007133	05/03/2019
RAPTURE	2007141	05/03/2019
RAPTURE (Stylized)	2007140	05/03/2019
THE VOID	2007136	05/03/2019
THE VOID Logo	2007135	05/03/2019
VOID Logo	2007134	05/03/2019
STEP BEYOND REALITY	2007137	05/03/2019
RAPTURE	1739451	07/29/2015
THE VOID	1711406	01/19/2015
RAPTURE	018056008	04/26/2019
RAPTURE (Stylized)	018056011	04/26/2019
NICODEMUS	076617	12/27/2018
RAPTURE	076621	12/27/2018
RAPTURE (Stylized)	076623	12/27/2018
STEP BEYOND REALITY	076622	12/27/2018

THE VOID	076618	12/27/2018
THE VOID Logo	076620	12/27/2018
THE VOID STEP BEYOND REALITY	076624	12/27/2018
TRAVEL BEYOND REALITY	076891	02/11/2019
VOID Logo	076619	12/27/2018
THE VOID	2018071480	10/15/2018
THE VOID	2018071485	10/15/2018
BACKTOP		08/24/2015

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