

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612279

<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>
Blue Man Group Holdings, LLC		11/24/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue Man Group Holdings Newco, LLC		
<b>Street Address:</b>	6775 Edmond Street, Suite 300		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89118		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2450660	BLUE MAN GROUP	
<b>Registration Number:</b>	2438222	BLUE MAN GROUP	
<b>Registration Number:</b>	2617550	BLUE MAN GROUP	
<b>Registration Number:</b>	2677610	BLUE MAN GROUP	
<b>Registration Number:</b>	2680625	BLUE MAN GROUP	
<b>Registration Number:</b>	2677611	BLUE MAN GROUP	
<b>Registration Number:</b>	2741259	BLUE MAN GROUP	
<b>Registration Number:</b>	3394341	BLUE MAN GROUP	
<b>Registration Number:</b>	3597340	BLUE MAN GROUP	
<b>Registration Number:</b>	3030215	BLUE MAN GROUP	
<b>Registration Number:</b>	5111060	BLUE MAN GROUP DARE TO LIVE IN FULL COLO	
<b>Serial Number:</b>	88451161	BLUE MAN GROUP SPEECHLESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125305219		
<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>			
<b>Phone:</b>	2125305096		
<b>Email:</b>	dcip@milbank.com, nbrowand@milbank.com		
<b>Correspondent Name:</b>	Milbank LLP		

CH \$315.00 2450660

**Address Line 1:** 55 Hudson Yards  
**Address Line 2:** Attn: Nathaniel T. Browand  
**Address Line 4:** New York, NEW YORK 10001-2163

**ATTORNEY DOCKET NUMBER:** 44989.00001

**NAME OF SUBMITTER:** Nathaniel T. Browand

**SIGNATURE:** /Nathaniel T. Browand/

**DATE SIGNED:** 12/03/2020

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “Agreement”) is made as of November 24, 2020 (the “Effective Date”), by and between **Blue Man Group Holdings, LLC**, a Delaware limited liability company (“Assignor”) and **Blue Man Group Holdings Newco, LLC** a Delaware limited liability company (“Assignee”). Capitalized terms which are used but not otherwise defined in this Agreement will have the meaning ascribed to such terms in the Purchase Agreement.

WHEREAS, this Agreement is being delivered in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of July 15, 2020, as amended October 9, 2020 and as further amended October 27, 2020, by and between, inter alia, Cirque du Soleil Holdings L.P., a limited partnership formed under the laws of the Province of Québec, and Spectacle BidCo Holdings Inc., a company formed under the laws of the Province of Québec (the “Purchase Agreement”); and

WHEREAS, under the terms of the Purchase Agreement, each Assignor agreed to sell, assign, transfer, convey and deliver to Assignee (or its designee), and Assignee agreed to acquire from each Assignor, all of each Assignor’s right, title and interest in and to the Business Intellectual Property (as defined in the Purchase Agreement).

NOW, THEREFORE, for good and valuable consideration, including the consideration reflected in the Purchase Agreement, the sufficiency and receipt of which is hereby acknowledged, each Assignor and Assignee hereby agree as follows:

1. Each Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee its entire right, title and interest in, to and under the trademark registrations and applications set forth on Schedule A hereto (collectively, the “Assigned Trademarks”), together with all of the goodwill associated therewith, the same to be held by Assignee as fully and entirely as the same could have been held and enjoyed by each Assignor if this assignment had not been made, together with the rights to (a) all income, royalties, damages or payments accruing as of and from the Effective Date with respect to the Assigned Trademarks, including, without limitation, all damages and payments by reason of past, present or future infringement, dilution or other violations or unauthorized use of the Assigned Trademarks, (b) all claims for and the right to bring an action at law or equity for the infringement, dilution or other violations of the foregoing at, before or after the Effective Date, including the right to receive all proceeds and damages therefrom, and (c) obtain renewals, extensions, substitutions, continuations, continuations-in-part, divisions, re-issues, re-examinations or similar legal protections related thereto.

2. Each Assignor hereby acknowledges and agrees that from and after the date hereof, as between the Parties, Assignee shall be the exclusive owner of the Assigned Trademarks. Each Assignor hereby authorizes and requests the United States Patent and Trademark Office to record this Agreement and record Assignee as assignee and owner of the

entire right, title and interest in, to and under the trademark registrations and applications included in the Assigned Trademarks set forth on Schedule A.

3. Each Assignor further agrees that, pursuant to Assignee's request, and without further consideration, it shall execute, deliver, acknowledge and record such other instruments and documents of conveyance and transfer or assumption and shall take such other actions and shall execute and deliver such other documents, certifications and further assurances as Assignee may reasonably request in order to vest and confirm in Assignee title to or to put Assignee in full legal possession of, or to enable Assignee to use, any of the Assigned Trademarks. In order to provide Assignee with the full authority to execute all documents necessary to confirm, file and record in any appropriate registry Assignee's legal title in and to the Assigned Trademarks with full power of substitution and delegation, each Assignor hereby agrees to execute, simultaneously with the execution of this Agreement, the power of attorney set forth as Exhibit A hereto.

4. The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon each Assignor, its successors, legal representatives and assigns.

5. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared by any court of competent jurisdiction to be invalid, illegal, void or unenforceable in any respect, all other provisions of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, illegal, void or unenforceable, shall nevertheless remain in full force and effect and will in no way be affected, impaired or invalidated thereby.

6. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic Laws of the State of New York without giving effect to any choice or conflict of Law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than the State of New York.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

8. In the event of a conflict between the terms and conditions of the Purchase Agreement and the terms and conditions of this Agreement, the terms and conditions of the Purchase Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Agreement to be duly executed and delivered as of the Effective Date.

**As Assignor:**

**Blue Man Group Holdings, LLC**

By:   
Name: Stéphane Lefebvre  
Title: Chief Financial Officer

**As Assignee:**

**Blue Man Group Holdings  
Newco, LLC**

By: Cirque du Soleil America Newco, Inc.  
Its: Sole Member

By: \_\_\_\_\_  
Name: Marc Rosenberg  
Title: President

*[Signature Page to Blue Man Trademark Assignment Agreement]*

#00258

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Agreement to be duly executed and delivered as of the Effective Date.

**As Assignor:**

**Blue Man Group Holdings,  
LLC**

By: \_\_\_\_\_

Name:

Title:

**As Assignee:**

**Blue Man Group Holdings  
Newco, LLC**

By: Marc Rosenberg

Name: Marc Rosenberg

Title: President

**SCHEDULE A**

**ASSIGNED TRADEMARKS**

<b>Mark</b>	<b>Application No. Application Date</b>	<b>Registration No. Registration Date</b>	<b>International Class</b>	<b>Owner of Record</b>
BLUE MAN GROUP	75821055 10/12/1999	2450660 05/15/2001	041	Blue Man Group Holdings, LLC
BLUE MAN GROUP	75821074 10/12/1999	2438222 03/27/2001	009 016 025	Blue Man Group Holdings, LLC
BLUE MAN GROUP	76257345 05/15/2001	2617550 09/10/2002	009	Blue Man Group Holdings, LLC
BLUE MAN GROUP	76385635 03/21/2002	2677610 01/21/2003	021	Blue Man Group Holdings, LLC
BLUE MAN GROUP	76385636 03/21/2002	2680625 01/28/2003	014	Blue Man Group Holdings, LLC
BLUE MAN GROUP	76385637 03/21/2002	2677611 01/21/2003	025	Blue Man Group Holdings, LLC
BLUE MAN GROUP	76385638 03/21/2002	2741259 07/29/2003	009	Blue Man Group Holdings, LLC
BLUE MAN GROUP	77176871 05/09/2007	3394341 03/11/2008	003 016 018	Blue Man Group Holdings, LLC
BLUE MAN GROUP	77388103 02/04/2008	3597340 03/31/2009	006 009 012 015 016	Blue Man Group Holdings, LLC
BLUE MAN GROUP	78311760 10/09/2003	3030215 12/13/2005	006 016 020	Blue Man Group Holdings, LLC
BLUE MAN GROUP DARE TO LIVE IN FULL COLOR. & Design 	86812088 11/06/2015	5111060 12/27/2016	009 016 025 041	Blue Man Group Holdings, LLC
BLUE MAN GROUP SPEECHLESS	88451161 05/29/2019	- -	041	Blue Man Group Holdings, LLC

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that **Blue Man Group Holdings, LLC**, a Delaware limited liability company (“Assignor”) hereby appoints **Blue Man Group Holdings Newco, LLC**, a Delaware limited liability company (“Assignee”), and any and all officers thereof as its true and lawful mandatary and attorney-in-fact, with full mandate and power of substitution, for its use and benefit as follows:

- A. To execute and sign all power of attorney documents, assignment documents, agreements or other documents relating to the registration, application, renewal or assignment of all of each Assignor’s rights in and to the trademark registrations and applications forming part of the Business Intellectual Property (as such term is defined in that certain Asset Purchase Agreement dated as of July 15, 2020, as amended, by and between Cirque du Soleil Holdings L.P. and Spectacle BidCo Holdings Inc.), with full irrevocable power and authority in the place of each Assignor and in the name of each Assignor or in its own name as nominee for each Assignor, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the foregoing; and
- B. To sign its name upon all filings and to do all things necessary to prosecute, maintain and register all trademark included in the Business Intellectual Property with the applicable trademark offices, agencies, and registrars.

This Power of Attorney is coupled with an interest and, as such, is irrevocable. This Power of Attorney shall be governed by and construed in accordance with the domestic Laws of the State of New York without giving effect to any choice or conflict of Law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than the State of New York.

Dated: November 24, 2020



**Blue Man Group Holdings, LLC**

By:   
Name: Stéphane Lefebvre  
Title: Chief Financial Officer