

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cirque Dreams Holdings LLC		11/24/2020	Limited Liability Company: DELAWARE
VStar Theatrical, LLC		11/24/2020	Limited Liability Company: MINNESOTA
VStar Entertainment Group, LLC		11/24/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VStar Entertainment Group Newco, LLC		
Street Address:	6775 Edmond Street, Suite 300		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89118		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2945963	CIRQUE DREAMS	
Registration Number:	5470711	CIRQUE DREAMS AND STEAM	
Registration Number:	3521158	CIRQUE DREAMS COOBRILA	
Registration Number:	5470712	CIRQUE DREAMS EPICUREAN	
Registration Number:	5738797	CIRQUE DREAMS HOLIDAZE	
Registration Number:	3521159	CIRQUE DREAMS ILLUMINATION	
Registration Number:	3637794	CIRQUE DREAMS JUNGLE FANTASY	
Registration Number:	4515300	CIRQUE DREAMS KIDSTIME	
Registration Number:	4622054	CIRQUE DREAMS REVEALED	
Registration Number:	4649722	CIRQUE DREAMS ROCKS	
Registration Number:	4649721	CIRQUE DREAMS SPLASHTASTIC	
Registration Number:	5172214	CIRQUE DREAMS UNWRAPPED	
Registration Number:	2853743	VEE	
Registration Number:	5157140	VSTAR	
Registration Number:	5157141	VSTAR ENTERTAINMENT GROUP	

CH \$415.00 2945963

Property Type	Number	Word Mark
Serial Number:	88284744	CIRQUE DREAMS STARS & STRIPES

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 2125305096

Email: dcip@milbank.com, nbrowand@milbank.com

Correspondent Name: Milbank LLP

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 **Cirque Dreams Holdings LLC**, a Delaware limited liability company, **VStar Theatrical, LLC**, a Minnesota limited liability company, and **VStar Entertainment Group, LLC**, a Delaware limited liability company (each, an "Assignor") and **VStar Entertainment Group 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.

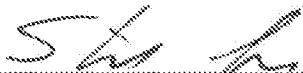
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IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Agreement to be duly executed and delivered as of the Effective Date.

As Assignor:

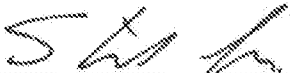
Cirque Dreams Holdings LLC

By: VStar Entertainment Group, LLC
Its: Sole Member

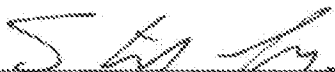
By: 
Name: Stéphane Lefebvre
Title: Secretary and Treasurer

VStar Theatrical, LLC

By: VStar Entertainment Group, LLC
Its: Sole Member

By: 
Name: Stéphane Lefebvre
Title: Secretary and Treasurer

VStar Entertainment Group, LLC

By: 
Name: Stéphane Lefebvre
Title: Secretary and Treasurer

[Signature Page to VStar Trademark Assignment Agreement]

#00259

As Assignee:

**VStar Entertainment Group
Newco, LLC**

By: Marc Rosenberg


Name: Marc Rosenberg
Title: President

[Signature Page to VStar Trademark Assignment Agreement]

**TRADEMARK
REEL: 007122 FRAME: 0587**

SCHEDULE A

ASSIGNED TRADEMARKS

Mark	Application No. Application Date	Registration No. Registration Date	International Class	Owner of Record
CIRQUE DREAMS	78320577 10/29/2003	2945963 05/03/2005	041	Cirque Dreams Holdings LLC
CIRQUE DREAMS AND STEAM	87331678 02/10/2017	5470711 05/15/2018	041	Cirque Dreams Holdings LLC
CIRQUE DREAMS COOBRIILA	77033668 10/31/2006	3521158 10/21/2008	041	Cirque Dreams Holdings LLC
CIRQUE DREAMS EPICUREAN	87331681 02/10/2017	5470712 05/15/2018	041	Cirque Dreams Holdings LLC
CIRQUE DREAMS HOLIDAZE	88093950 08/27/2018	5738797 04/30/2019	041	Cirque Dreams Holdings LLC
CIRQUE DREAMS ILLUMINATION	77033670 10/31/2006	3521159 10/21/2008	041	Cirque Dreams Holdings LLC
CIRQUE DREAMS JUNGLE FANTASY	77469568 05/08/2008	3637794 06/16/2009	041	Cirque Dreams Holdings LLC
CIRQUE DREAMS KIDSTIME	85637086 05/29/2012	4515300 04/15/2014	041	Cirque Dreams Holdings LLC
CIRQUE DREAMS REVEALED	85968423 06/24/2013	4622054 10/14/2014	041	Cirque Dreams Holdings LLC
CIRQUE DREAMS ROCKS	85815686 01/04/2013	4649722 12/02/2014	041	Cirque Dreams Holdings LLC
CIRQUE DREAMS SPLASHTASTIC	85815180 01/03/2013	4649721 12/02/2014	041	Cirque Dreams Holdings LLC
CIRQUE DREAMS STARS & STRIPES	88284744 01/31/2019	- -	041	Cirque Dreams Holdings LLC
CIRQUE DREAMS UNWRAPPED	86687920 07/09/2015	5172214 03/28/2017	041	Cirque Dreams Holdings LLC
VEE	78251826 05/19/2003	2853743 06/15/2004	041	VStar Theatrical, LLC
VSTAR	86798091 10/23/2015	5157140 03/07/2017	041	VStar Entertainment Group, LLC
VSTAR ENTERTAINMENT GROUP & Design 	86798097 10/23/2015	5157141 03/07/2017	041	VStar Entertainment Group, LLC

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that **Cirque Dreams Holdings LLC**, a Delaware limited liability company, **VStar Theatrical, LLC**, a Minnesota limited liability company, and **VStar Entertainment Group, LLC**, a Delaware limited liability company (each, an “Assignor”) hereby appoints **VStar Entertainment Group 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:

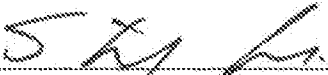
- A. To execute and sign all power of attorney documents, assignment documents, agreements or other documents relating to the registration, application, renewal or assignment of all of each Assignor’s rights in and to the trademark registrations and applications forming part of the Business Intellectual 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

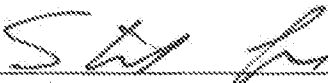
Cirque Dreams Holdings LLC

By: VStar Entertainment Group, LLC
Its: Sole Member

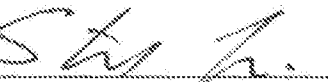
By: 
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VStar Theatrical, LLC

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Its: Sole Member

By: 
Name: Stéphane Lefebvre
Title: Secretary and Treasurer

VStar Entertainment Group, LLC

By: 
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