

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612280

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 du Soleil Holding USA, Inc.		11/24/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cirque du Soleil Holding USA Newco, Inc.		
Street Address:	6775 Edmond Street, Suite 300		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89118		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 99			
Property Type	Number	Word Mark	
Registration Number:	4328961	AMALUNA	
Registration Number:	4614129	AMALUNA CIRQUE DU SOLEIL	
Registration Number:	4464147	AMALUNA CIRQUE DU SOLEIL	
Registration Number:	5897718	ARTS NOMADES	
Registration Number:	5008477	CABINET OF CURIOSITIES	
Registration Number:	5152059	CIRCUS 1903	
Registration Number:	5315287	CIRCUS 1903 THE GOLDEN AGE OF CIRCUS	
Registration Number:	5112271	CLUB CIRQUE	
Registration Number:	2442014	CIRQUE DU MONDE	
Registration Number:	1883432	CIRQUE DU SOLEIL	
Registration Number:	1888385	CIRQUE DU SOLEIL	
Registration Number:	1888436	CIRQUE DU SOLEIL	
Registration Number:	1884981	CIRQUE DU SOLEIL	
Registration Number:	1887187	CIRQUE DU SOLEIL	
Registration Number:	1883632	CIRQUE DU SOLEIL	
Registration Number:	1888561	CIRQUE DU SOLEIL	
Registration Number:	1885095	CIRQUE DU SOLEIL	
Registration Number:	1885382	CIRQUE DU SOLEIL	
Registration Number:	2006591	CIRQUE DU SOLEIL	
TRADEMARK			

CH \$2490.00 4328961

Property Type	Number	Word Mark
Registration Number:	1947479	CIRQUE DU SOLEIL
Registration Number:	1964559	CIRQUE DU SOLEIL
Registration Number:	1959271	CIRQUE DU SOLEIL
Registration Number:	1959272	CIRQUE DU SOLEIL
Registration Number:	1947480	CIRQUE DU SOLEIL
Registration Number:	1947481	CIRQUE DU SOLEIL
Registration Number:	3074128	CIRQUE DU SOLEIL
Registration Number:	3782262	CIRQUE DU SOLEIL
Registration Number:	5453763	CIRQUE DU SOLEIL
Registration Number:	5955871	CIRQUE DU SOLEIL
Registration Number:	5717430	CIRQUE DU SOLEIL
Registration Number:	1947478	CIRQUE DU SOLEIL
Registration Number:	1959270	CIRQUE DU SOLEIL
Registration Number:	2072102	CIRQUE DU SOLEIL
Registration Number:	5448741	CIRQUE DU SOLEIL
Registration Number:	5944460	CIRQUE DU SOLEIL
Registration Number:	5979688	CIRQUE DU SOLEIL AXEL
Registration Number:	5967852	CIRQUE DU SOLEIL CRYSTAL
Registration Number:	5307172	CIRQUE DU SOLEIL LUZIA
Registration Number:	5092296	CIRQUE DU SOLEIL PARAMOUR
Registration Number:	5891630	CIRQUE DU SOLEIL VOLTA
Registration Number:	1925400	CIRQUE DU SOLEIL
Registration Number:	1885062	CIRQUE DU SOLEIL
Registration Number:	2027426	CIRQUE DU SOLEIL
Registration Number:	5662851	CORTEO
Registration Number:	5915473	CORTEO CIRQUE DU SOLEIL
Registration Number:	3230135	
Registration Number:	3877492	
Registration Number:	5464748	
Registration Number:	2847637	DRALION
Registration Number:	5027545	JOYÀ
Registration Number:	3580898	KA
Registration Number:	4123371	KOOZA
Registration Number:	4237937	KOOZA CIRQUE DU SOLEIL
Registration Number:	5027491	KURIOS
Registration Number:	4946689	KURIOS CIRQUE DU SOLEIL
Registration Number:	2711606	LA NOUBA
Registration Number:	2900961	LA NOUBA

Property Type	Number	Word Mark
Registration Number:	2588976	LA NOUBA
Registration Number:	5247101	LUZIA
Registration Number:	1901168	MYSTERE
Registration Number:	1920950	MYSTERE
Registration Number:	1985984	MYSTERE
Registration Number:	1995849	MYSTERE
Registration Number:	2618483	O
Registration Number:	2594604	O
Registration Number:	2698057	O
Registration Number:	3764837	OVO
Registration Number:	4050071	OVO CIRQUE DU SOLEIL
Registration Number:	2394380	QUIDAM
Registration Number:	5979705	R.U.N
Registration Number:	5255933	THE GOLDEN AGE OF CIRCUS
Registration Number:	4803767	THE ILLUSIONISTS
Registration Number:	4938514	THE ILLUSIONISTS 1903 THE GOLDEN AGE OF
Registration Number:	5306821	THE ILLUSIONISTS 2.0 THE NEXT GENERATION
Registration Number:	4938515	THE ILLUSIONISTS 2.0 THE NEXT GENERATION
Registration Number:	5147185	THE ILLUSIONISTS LIVE FROM BROADWAY
Registration Number:	4990764	THE ILLUSIONISTS LIVE FROM BROADWAY
Registration Number:	5262801	THE ILLUSIONISTS LIVE ON BROADWAY
Registration Number:	5284476	THE ILLUSIONISTS TURN OF THE CENTURY
Registration Number:	5385937	THE ILLUSIONISTS WITNESS THE IMPOSSIBLE
Registration Number:	5143557	THE NAKED MAGIC SHOW
Registration Number:	4986130	THE NAKED MAGICIANS
Registration Number:	5313801	THE NAKED MAGICIANS
Registration Number:	3825591	THE SENSUAL SIDE OF CIRQUE DU SOLEIL
Registration Number:	5382461	THE UNBELIEVABLES
Registration Number:	4023448	TOTEM
Registration Number:	4176044	TOTEM CIRQUE DU SOLEIL
Registration Number:	2987940	VAREKAI
Registration Number:	2981480	ZUMANITINI
Registration Number:	3058104	ZUMANITY
Registration Number:	2556883	ALEGRIA
Registration Number:	2508125	ALEGRIA
Registration Number:	2618435	ALEGRIA
Serial Number:	87758986	CIRQUE DU SOLEIL
Serial Number:	88357517	CIRQUE DU SOLEIL CREACTION

Property Type	Number	Word Mark
Serial Number:	87213626	CIRQUE DU SOLEIL JUNIOR
Serial Number:	88763737	CIRQUE DU SOLEIL UNDER THE SAME SKY
Serial Number:	88376115	CREACTIVE
Serial Number:	88284716	NEXTASY

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: 16

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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 du Soleil Holding USA, Inc.**, a Delaware corporation ("Assignor") and **Cirque du Soleil Holding USA Newco, Inc.**, a Delaware corporation ("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:

Cirque du Soleil Holding USA, Inc.

By: 

Name: Stéphane Lefebvre

Title: Treasurer

As Assignee:

**Cirque du Soleil Holding USA
Newco, Inc.**

By: _____

Name: Marc Rosenberg

Title: President

[Signature Page to Cirque Trademark Assignment Agreement]

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 du Soleil Holding USA,
Inc.**

By: _____

Name: Stéphane Lefebvre
Title: Treasurer

As Assignee:

**Cirque du Soleil Holding USA
Newco, Inc.**

By:  _____

Name: Marc Rosenberg
Title: President

[Signature Page to Cirque Trademark Assignment Agreement]






**TRADEMARK
REEL: 007122 FRAME: 0603**


SCHEDULE A




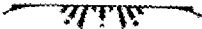

ASSIGNED TRADEMARKS

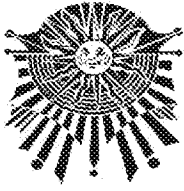
Mark	Application No. Application Date	Registration No. Registration Date	International Class	Owner of Record
AMALUNA	85417781 09/08/2011	4328961 04/30/2013	041	Cirque du Soleil Holding USA, Inc.
AMALUNA CIRQUE DU SOLEIL	85417763 09/08/2011	4614129 09/30/2014	006 009	Cirque du Soleil Holding USA, Inc.
AMALUNA CIRQUE DU SOLEIL	85980673 09/08/2011	4464147 01/07/2014	016 018 021 025 028	Cirque du Soleil Holding USA, Inc.
ARTS NOMADES	87603764 09/11/2017	5897718 10/29/2019	018 021 025 041	Cirque du Soleil Holding USA, Inc.
CABINET OF CURIOSITIES	86190651 02/11/2014	5008477 07/26/2016	041	Cirque du Soleil Holding USA, Inc.
CIRCUS 1903	86751894 09/09/2015	5152059 02/28/2017	041	Cirque du Soleil Holding USA, Inc.
CIRCUS 1903 THE GOLDEN AGE OF CIRCUS	87310826 01/23/2017	5315287 10/24/2017	041	Cirque du Soleil Holding USA, Inc.
CIRQUE CLUB	86846793 12/11/2015	5112271 01/03/2017	041 042	Cirque du Soleil Holding USA, Inc.
CIRQUE DU MONDE	75754060 07/19/1999	2442014 04/10/2001	016 025 041 042	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502731 03/21/1994	1883432 03/14/1995	009	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502732 03/21/1994	1888385 04/11/1995	014	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502733 03/21/1994	1888436 04/11/1995	016	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502734 03/21/1994	1884981 03/21/1995	018	Cirque du Soleil Holding USA, Inc.



CIRQUE DU SOLEIL	74502735 03/21/1994	1887187 04/04/1995	020	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502736 03/21/1994	1883632 03/14/1995	021	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502737 03/21/1994	1888561 04/11/1995	025	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502738 03/21/1994	1885095 03/21/1995	028	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502739 03/21/1994	1885382 03/21/1995	041	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502756 03/21/1994	2006591 10/08/1996	009	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502757 03/21/1994	1947479 01/09/1996	014	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502758 03/21/1994	1964559 03/26/1996	016	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502759 03/21/1994	1959271 02/27/1996	018	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502760 03/21/1994	1959272 02/27/1996	021	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502762 03/21/1994	1947480 01/09/1996	025	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	74502763 03/21/1994	1947481 01/09/1996	028	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	76977555 10/27/2003	3074128 03/28/2006	043	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	77640986 12/29/2008	3782262 04/27/2010	025	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	86226772 03/20/2014	5453763 04/24/2018	006 009 014 016 018 020 021 025 028 041	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL	87063564 06/07/2016	5955871 01/07/2020	041 043	Cirque du Soleil Holding USA, Inc.

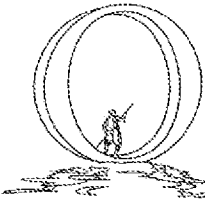

CIRQUE DU SOLEIL	87818240 03/02/2018	5717430 04/02/2019	033	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL & Design CIRQUE DU SOLEIL 	74502751 03/21/1994	1947478 01/09/1996	018	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL & Design CIRQUE DU SOLEIL 	74502754 03/21/1994	1959270 02/27/1996	025	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL & Design CIRQUE DU SOLEIL 	74502755 03/21/1994	2072102 06/17/1997	028	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL & Design CIRQUE DU SOLEIL 	86226761 03/20/2014	5448741 04/17/2018	006 009 014 016 018 021 025 028 041	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL & Design  CIRQUE DU SOLEIL	87758986 01/17/2018	- -	006 009 014 016 018 020 021 024 025 026 028 033 041	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL (Stylized) CIRQUE DU SOLEIL	87189911 09/30/2016	5944460 12/24/2019	041 043	Cirque du Soleil Holding USA, Inc.


CIRQUE DU SOLEIL AXEL	88381910 04/11/2019	5979688 02/04/2020	041	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL CREATICE	88357517 03/26/2019	- -	041	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL CRYSTAL	87465051 05/25/2017	5967852 01/21/2020	006 009 014 016 018 021 025 028 041	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL JUNIOR & Design 	87213626 10/24/2016	- -	025 028 041	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL LUZIA	86817896 11/12/2015	5307172 10/10/2017	006 009 014 016 018 021 025 028 041	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL PARAMOUR	86704095 07/24/2015	5092296 11/29/2016	009 021	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL UNDER THE SAME SKY	88763737 01/17/2020	- -	041	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL VOLTA	87220965 10/31/2016	5891630 10/22/2019	006 009 014 016 018 020 021 025	Cirque du Soleil Holding USA, Inc.



			028 041	
CIRQUE DU SOLEIL& Design CIRQUE DU SOLEIL 	74502727 03/21/1994	1925400 10/10/1995	016	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL& Design CIRQUE DU SOLEIL 	74502730 03/21/1994	1885062 03/21/1995	025	Cirque du Soleil Holding USA, Inc.
CIRQUE DU SOLEIL& Design CIRQUE DU SOLEIL 	74502750 03/21/1994	2027426 12/31/1996	016	Cirque du Soleil Holding USA, Inc.
CORTEO	87732347 12/22/2017	5662851 01/22/2019	041	Cirque du Soleil Holding USA, Inc.
CORTEO CIRQUE DU SOLEIL	87732368 12/22/2017	5915473 11/19/2019	009 014 016 018 020 021 025 026 028	Cirque du Soleil Holding USA, Inc.
CREACTIVE	88376115 04/08/2019	- -	041	Cirque du Soleil Holding USA, Inc.
Sun Rays Design 	76505342 04/09/2003	3230135 04/17/2007	009	Cirque du Soleil Holding USA, Inc.
Sun Logo 	77641062 12/30/2008	3877492 11/16/2010	025	Cirque du Soleil Holding USA, Inc.

Sun Logo 	85700866 08/10/2012	5464748 05/08/2018	006 009 014 016 018 021 025 028 041	Cirque du Soleil Holding USA, Inc.
DRALION	75754832 07/19/1999	2847637 06/01/2004	009 016 021	Cirque du Soleil Holding USA, Inc.
JOYÀ	86255291 04/17/2014	5027545 08/23/2016	041	Cirque du Soleil Holding USA, Inc.
KA	76573229 01/30/2004	3580898 02/24/2009	009 014 016 021 025 041	Cirque du Soleil Holding USA, Inc.
KOOZA	77049893 11/22/2006	4123371 04/10/2012	009 016 018 025 028 041	Cirque du Soleil Holding USA, Inc.
KOOZA CIRQUE DU SOLEIL	77049864 11/22/2006	4237937 11/06/2012	009 016 018 025 028 041	Cirque du Soleil Holding USA, Inc.
KURIOS	86159937 01/08/2014	5027491 08/23/2016	041	Cirque du Soleil Holding USA, Inc.
KURIOS CIRQUE DU SOLEIL	86160156 01/08/2014	4946689 04/26/2016	006 009 014	Cirque du Soleil Holding USA, Inc.

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LA NOUBA	75579062 10/28/1998	2711606 04/29/2003	041	Cirque du Soleil Holding USA, Inc.
LA NOUBA	75678537 04/08/1999	2900961 11/09/2004	009 016 021 025 028	Cirque du Soleil Holding USA, Inc.
LA NOUBA & Design 	75737401 06/28/1999	2588976 07/02/2002	041	Cirque du Soleil Holding USA, Inc.
LUZIA	86817902 11/12/2015	5247101 07/18/2017	041	Cirque du Soleil Holding USA, Inc.
MYSTERE	74439076 09/23/1993	1901168 06/20/1995	009	Cirque du Soleil Holding USA, Inc.
MYSTERE	74439080 09/23/1993	1920950 09/19/1995	025	Cirque du Soleil Holding USA, Inc.
MYSTERE	74439082 09/23/1993	1985984 07/09/1996	041	Cirque du Soleil Holding USA, Inc.
MYSTERE	74439083 09/23/1993	1995849 08/20/1996	016	Cirque du Soleil Holding USA, Inc.
NEXTASY	88284716 01/31/2019	- -	041	Cirque du Soleil Holding USA, Inc.
O	75537233 08/14/1998	2618483 09/10/2002	041	Cirque du Soleil Holding USA, Inc.
O & Design 	75537234 08/14/1998	2594604 07/16/2002	041	Cirque du Soleil Holding USA, Inc.
O & Design	75643827 02/18/1999	2698057 03/18/2003	009 016 018	Cirque du Soleil Holding USA, Inc.

			021 025	
OVO	77629578 12/09/2008	3764837 03/23/2010	041	Cirque du Soleil Holding USA, Inc.
OVO CIRQUE DU SOLEIL	77982505 12/09/2008	4050071 11/01/2011	006 009 016 018 021 025 041	Cirque du Soleil Holding USA, Inc.
QUIDAM	75979552 04/15/1996	2394380 10/10/2000	016 025 041	Cirque du Soleil Holding USA, Inc.
R.U.N	88391497 04/18/2019	5979705 02/04/2020	041	Cirque du Soleil Holding USA, Inc.
THE GOLDEN AGE OF CIRCUS	87294407 01/09/2017	5255933 08/01/2017	041	Cirque du Soleil Holding USA, Inc.
THE ILLUSIONISTS & Design 	86514892 01/26/2015	4803767 09/01/2015	041	Cirque du Soleil Holding USA, Inc.
THE ILLUSIONISTS 1903 THE GOLDEN AGE OF MAGIC	86977152 03/10/2014	4938514 04/12/2016	041	Cirque du Soleil Holding USA, Inc.
THE ILLUSIONISTS 2.0 THE NEXT GENERATION OF MAGIC	86216970 03/10/2014	5306821 10/10/2017	028	Cirque du Soleil Holding USA, Inc.
THE ILLUSIONISTS 2.0 THE NEXT GENERATION OF MAGIC	86977201 03/10/2014	4938515 04/12/2016	041	Cirque du Soleil Holding USA, Inc.
THE ILLUSIONISTS LIVE FROM BROADWAY	86554691 03/05/2015	5147185 02/21/2017	025	Cirque du Soleil Holding USA, Inc.
THE ILLUSIONISTS LIVE FROM BROADWAY	86977702 03/05/2015	4990764 06/28/2016	009	Cirque du Soleil Holding USA, Inc.
THE ILLUSIONISTS LIVE ON BROADWAY	87297663 01/11/2017	5262801 08/08/2017	041	Cirque du Soleil Holding USA, Inc.
THE ILLUSIONISTS TURN OF THE CENTURY	87294425 01/09/2017	5284476 09/12/2017	041	Cirque du Soleil Holding USA, Inc.

THE ILLUSIONISTS WITNESS THE IMPOSSIBLE & Design 	87511712 06/29/2017	5385937 01/23/2018	025	Cirque du Soleil Holding USA, Inc.
THE NAKED MAGIC SHOW	86735353 08/24/2015	5143557 02/14/2017	041	Cirque du Soleil Holding USA, Inc.
THE NAKED MAGICIANS	86092441 10/16/2013	4986130 06/28/2016	041	Cirque du Soleil Holding USA, Inc.
THE NAKED MAGICIANS	86268719 05/01/2014	5313801 10/17/2017	041	Cirque du Soleil Holding USA, Inc.
THE SENSUAL SIDE OF CIRQUE DU SOLEIL	77394760 02/12/2008	3825591 07/27/2010	006 016 018 021 025	Cirque du Soleil Holding USA, Inc.
THE UNBELIEVABLES	87397070 04/03/2017	5382461 01/16/2018	041	Cirque du Soleil Holding USA, Inc.
TOTEM	77915222 01/19/2010	4023448 09/06/2011	041	Cirque du Soleil Holding USA, Inc.
TOTEM CIRQUE DU SOLEIL	77915460 01/20/2010	4176044 07/17/2012	006 009 016 018 021 025 028 041	Cirque du Soleil Holding USA, Inc.
VAREKAI	76977578 12/06/2001	2987940 08/23/2005	009 016 021 025 028 041	Cirque du Soleil Holding USA, Inc.
ZUMANITINI	76514821 05/16/2003	2981480 08/02/2005	033	Cirque du Soleil Holding USA, Inc.

ZUMANITY	76977860 02/28/2003	3058104 02/07/2006	006 009 016 025 041	Cirque du Soleil Holding USA, Inc.
ALEGRIA	75859059 11/29/1999	2556883 04/02/2002	006 009 014 016 028 041	Cirque du Soleil Holding USA, Inc.
ALEGRIA & Design 	75980249 08/24/1994	2508125 11/13/2001	014	Cirque du Soleil Holding USA, Inc.
ALEGRIA & Design 	74565275 08/24/1994	2618435 09/10/2002	041	Cirque du Soleil Holding USA, Inc.

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that **Cirque du Soleil Holding USA, Inc.**, a Delaware corporation (“Assignor”) hereby appoints **Cirque du Soleil Holding USA Newco, Inc.**, a Delaware corporation (“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:

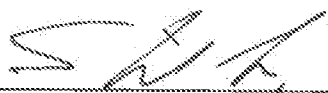
- A. To execute and sign all power of attorney documents, assignment documents, agreements or other documents relating to the registration, application, renewal or assignment of all of each Assignor’s rights in and to the trademark registrations and applications forming part of the Business Intellectual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

Dated as of the date first written above.

Cirque du Soleil Holding USA, Inc.

By: 
Name: Stéphane Lefebvre
Title: Treasurer