

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM662625

<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>
El Rey Network LLC		07/09/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	El Rey Network Studios, LLC		
<b>Street Address:</b>	4900 Old Manor Road		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78723		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88401920	UNITED TACOS OF AMERICA	
<b>Serial Number:</b>	88195011	MAN AT ARMS: ART OF WAR	
<b>Serial Number:</b>	87842199	REBEL WITHOUT A CREW THE SERIES	
<b>Serial Number:</b>	87420976	EXPLOSION JONES	
<b>Serial Number:</b>	87289505	RITE OF PASSAGE	
<b>Serial Number:</b>	86860730	PN THE PEOPLE'S NETWORK	
<b>Serial Number:</b>	86868370	KAIJULY ROARTH MARATHON	
<b>Serial Number:</b>	86860717	PN	
<b>Serial Number:</b>	86860092	KAIJU CHRISTMAS	
<b>Serial Number:</b>	86821824	SWITCHBLADE SQUAD	
<b>Serial Number:</b>	85322116	EL REY	
<b>Serial Number:</b>	86430895	WAY OF THE TURKEY	
<b>Serial Number:</b>	86381408	PEOPLE'S NETWORK	
<b>Serial Number:</b>	85521935	EL REY NETWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3106205807		
<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>			

OP \$365.00 88401920

**Phone:** 3106205700  
**Email:** kirstinchoi@paulhastings.com  
**Correspondent Name:** Kirstin Choi  
**Address Line 1:** 1999 Avenue of the Stars Fl 27  
**Address Line 4:** Los Angeles, CALIFORNIA 90067

**NAME OF SUBMITTER:** Kirstin Choi

**SIGNATURE:** /s/ Kirstin Choi

**DATE SIGNED:** 07/26/2021

**Total Attachments: 15**

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INTELLECTUAL PROPERTY CONTRIBUTION AND ASSIGNMENT AGREEMENT

This Intellectual Property Contribution and Assignment Agreement (this “**Agreement**”) is made and effective as of July 9, 2021 (the “**Effective Date**”), by and among Dusk Productions, LLC, El Rey Network LLC, Tres Pistoleros Development, LLC, Tres Pistoleros LLC, Matador Television Productions LLC, El Rey Holdings LLC (the “**Company**”), and El Rey Financing LLC (each an “**Assignor**” and, collectively, the “**Assignors**”), and El Rey Network Studios, LLC (the “**Assignee**”).

WHEREAS, pursuant to that certain Letter Agreement, dated as of December 28, 2020, all assets related to the digital non-linear business of the Company and its subsidiaries as set forth in Exhibit A hereto (the “**Digital Assets**”) shall be contributed and assigned to the Assignee;

WHEREAS, the Assignors desire to contribute, convey, transfer, assign and deliver to Assignee all of each Assignor’s right, title and interest in and to the Digital Assets; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Contribution and Assignment. Each Assignor hereby irrevocably contributes, conveys, transfers, assigns and delivers to the Assignee all of such Assignor’s right, title and interest in and to the Digital Assets, including but not limited to the following:

1.1 all of Assignor’s right, title and interest whatsoever, throughout the world, in, to and under the Digital Assets (but excluding any accounts receivable or license fees owed and outstanding to Assignor in connection with any pre-existing or previously terminated license of any Digital Asset) and, in the case of any common law trademark rights included in the Digital Assets, together with the goodwill of the business associated therewith, to have and to hold the same, unto Assignee, its successors and/or assigns, for the full duration of all such rights, and any renewals and extensions thereof;

1.3 all rights of paternity, integrity, disclosure and withdrawal and any rights that may be known as or referred to as “moral rights” with respect to any of the Digital Assets (collectively “**Moral Rights**”); provided, that, to the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, such Assignor hereby waives such Moral Rights (together with all claims for damages and other remedies asserted on the basis thereof) for the benefit of Assignee and its successors and assigns and consents to any action consistent with the terms of this Agreement that would violate such Moral Rights in the absence of such consent and agrees to confirm any such waivers and consents from time to time as requested by Assignee; and

1.4 any and all rights to apply for, obtain, register and vest in the name of Assignee alone (unless Assignee otherwise directs) all copyrights, trademarks or other intellectual property rights included in the Digital Assets.

2. Covenants and Further Assurances. Each Assignor agrees and covenants that it will, as reasonably requested to do so by Assignee, and without further consideration therefor, execute, acknowledge and deliver such further instruments of assignment, powers of attorney, affidavits, declarations, oaths, and other documentation or instruments, and take such other actions as may reasonably be requested by Assignee to vest in Assignee and its successors and assigns, all right, title and interest of such Assignor in any and all Digital Assets and to otherwise further effectuate and carry out the transactions contemplated by this Agreement.

3. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

5. Severability. If any term, provision, covenant, or restriction of this Agreement should be held to be invalid, void, or unenforceable as applied to any party hereto or circumstance, then such term, provision, covenant, or restriction shall be modified to the extent necessary in order to render the same enforceable, consistent with the expressed objectives of the parties hereto for entering into this Agreement.

7. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument.

8. Waiver; Amendments. This Agreement may be amended but only in a writing signed by Assignee and Assignors. Any provision hereof may be waived but only in a writing signed by (a) Assignee, if such waiver is sought to be enforced against Assignee and (b) Assignors, if such waiver is sought to be enforced against Assignors.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Assignors and Assignee have caused this Agreement to be duly executed and delivered as of the Effective Date.

**ASSIGNORS:**

**DUSK PRODUCTIONS, LLC**

By:  \_\_\_\_\_  
Name: Kevin Dartt  
Title: General Counsel

**EL REY NETWORK LLC**

By: EL REY HOLDINGS LLC, its sole member

By: Its Members:

CHINGON CREATIVE, INC.

By: \_\_\_\_\_  
Name: Robert A. Rodriguez  
Title: President

ERN/TP HOLDINGS, LLC

By: \_\_\_\_\_  
Name: John M. Fogelman  
Title: Manager

By: \_\_\_\_\_  
Name: Robert A. Rodriguez  
Title: Manager

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**ASSIGNORS:**

**DUSK PRODUCTIONS, LLC**


By: \_\_\_\_\_  
Name: Kevin Dartt  
Title: General Counsel

**EL REY NETWORK LLC**

By: EL REY HOLDINGS LLC, its sole member


By: Its Members:

**CHINGON CREATIVE, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
36EE5EF5F85743D...  
Name: Robert A. Rodriguez  
Title: President

**ERN/TP HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: John M. Fogelman  
Title: Manager

DocuSigned by:  
  
By: \_\_\_\_\_  
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Name: Robert A. Rodriguez  
Title: Manager

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Title: General Counsel

**EL REY NETWORK LLC**

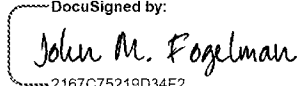
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By: Its Members:

CHINGON CREATIVE, INC.

By: \_\_\_\_\_  
Name: Robert A. Rodriguez  
Title: President

ERN/TP HOLDINGS, LLC

By:  \_\_\_\_\_  
Name: John M. Fogelman  
Title: Manager

By: \_\_\_\_\_  
Name: Robert A. Rodriguez  
Title: Manager

**TRES PISTOLEROS DEVELOPMENT, LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Kevin Dartt  
Title: General Counsel

**TRES PISTOLEROS LLC**

By: EL REY HOLDINGS LLC, its sole member

By: Its Members:

CHINGON CREATIVE, INC.

By: \_\_\_\_\_  
Name: Robert A. Rodriguez  
Title: President

ERN/TP HOLDINGS, LLC

By: \_\_\_\_\_  
Name: John M. Fogelman  
Title: Manager

By: \_\_\_\_\_  
Name: Robert A. Rodriguez  
Title: Manager

**MATADOR TELEVISION PRODUCTIONS  
LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Kevin Dartt  
Title: General Counsel



**TRES PISTOLEROS DEVELOPMENT, LLC**


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Name: Kevin Dartt  
Title: General Counsel

**TRES PISTOLEROS LLC**

By: EL REY HOLDINGS LLC, its sole member


By: Its Members:

CHINGON CREATIVE, INC.

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By: \_\_\_\_\_  
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Name: Kevin Dartt

Title: General Counsel

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

Name: Robert A. Rodriguez

Title: President

ERN/TP HOLDINGS, LLC

DocuSigned by:

*John M. Fogelman*

By: \_\_\_\_\_  
2167C75219D34F2...

Name: John M. Fogelman

Title: Manager

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

Name: Robert A. Rodriguez

Title: Manager

**MATADOR TELEVISION PRODUCTIONS  
LLC**

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

Name: Kevin Dartt

Title: General Counsel

**EL REY HOLDINGS LLC**

By: Its Members:

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DocuSigned by:  
RR  
By: \_\_\_\_\_  
36EE5EF5F85743D...  
Name: Robert A. Rodriguez  
Title: President

ERN/TP HOLDINGS, LLC

By: \_\_\_\_\_  
Name: John M. Fogelman  
Title: Manager

**ASSIGNEE:**

**EL REY NETWORK STUDIOS, LLC**

By: Its Members:

FACTORYMADE VENTURES, LLC

By: \_\_\_\_\_  
Name: John M. Fogelman  
Title: Chief Executive Officer

EL REY CHINGON, LLC

DocuSigned by:  
RR  
By: \_\_\_\_\_  
36EE5EF5F85743D...  
Name: Robert A. Rodriguez  
Title: Manager

CHINGON CREATIVE, INC

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Name: Robert A. Rodriguez  
Title: President

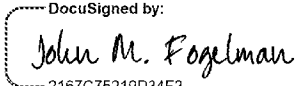
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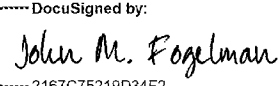
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By: \_\_\_\_\_  
2167C75219D34F2...  
Name: John M. Fogelman  
Title: Manager

**ASSIGNEE:**

**EL REY NETWORK STUDIOS, LLC**

By: Its Members:

FACTORYMADE VENTURES, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
2167C75219D34F2...  
Name: John M. Fogelman  
Title: Chief Executive Officer

EL REY CHINGON, LLC

By: \_\_\_\_\_  
Name: Robert A. Rodriguez  
Title: Manager

CHINGON CREATIVE, INC

By: \_\_\_\_\_  
Name: Robert A. Rodriguez  
Title: President

**EXHIBIT A**

**Digital Assets**

*(See Attached)*

**Trademarks / Service Marks Claimed by El Rey Network LLC**

as of December 4, 2020

<b>Mark</b>	<b>Serial Number</b>	<b>Registrant / Claimant</b>	<b>Status</b>
<b>UNITED TACOS OF AMERICA</b>	88401920	El Rey Network LLC	<b>Registered.</b>
<b>MAN AT ARMS: ART OF WAR</b>	88195011	El Rey Network LLC	<b>Registered.</b>
<b>REBEL WITHOUT A CREW THE SERIES</b>	87842199	El Rey Network LLC	<b>Registered.</b>
<b>EXPLOSION JONES</b>	87420976	El Rey Network LLC	<b>Registered.</b>
<b>RITE OF PASSAGE</b>	87289505	El Rey Network LLC	<b>Registered.</b>
	86860730	El Rey Network LLC	<b>Registered.</b>
<b>KAIJULY ROARTH MARATHON</b>	86868370	El Rey Network LLC	<b>Registered.</b>
	86860717	El Rey Network LLC	<b>Registered.</b>
<b>KAIJU CHRISTMAS</b>	86860092	El Rey Network LLC	<b>Registered.</b>
<b>SWITCHBLADE SQUAD</b>	86821824	El Rey Network LLC	<b>Registered</b>
<b>EL REY</b>	85322116	El Rey Network LLC	<b>Registered.</b>
<b>WAY OF THE TURKEY</b>	86430895	El Rey Network LLC	<b>Registered.</b>
<b>THE PEOPLE'S NETWORK</b>	86381408	El Rey Network LLC	<b>Registered.</b>
	85521935	El Rey Network LLC	<b>Registered.</b>

## Domain Names

<input type="checkbox"/>	Domain Name	Account No.	Points To	Expiration
<input type="checkbox"/>	<a href="#">elrey.tv</a>	36339085	NS01.SAVVIS.NET NS02.SAVVIS.NET	March 26, 2024
<input type="checkbox"/>	<a href="#">elreynetwork.com</a>	36339085	NS1.DREAMHOST.COM NS2.DREAMHOST.COM MORE,	March 26, 2024
<input type="checkbox"/>	<a href="#">elreytelevision.com</a>	36339085	DNS101.REGISTER.COM DNS102.REGISTER.COM	March 26, 2025
<input type="checkbox"/>	<a href="#">elreytv.com</a>	36339085	ADNS SERVICES	November 23, 2023
<input type="checkbox"/>	<a href="#">threepistoleros.com</a>	36339085	DNS101.REGISTER.COM DNS102.REGISTER.COM	January 12, 2024
<input type="checkbox"/>	<a href="#">trespistoleros.com</a>	36339085	DNS101.REGISTER.COM DNS102.REGISTER.COM	January 12, 2024

TITLE	EPS	TRT	HRS
CUTTING CREW	8	1 HOUR	8
AMERICANOS	1	1 HOUR	1
DIRECTOR'S CHAIR	13	1 HOUR	13
REBEL WITHOUT A CREW	12	1/2 HOUR	6.5
THE CHUEY MARTINEZ SHOW S1	40	1/2 HOUR	20
EL REY NATION S1	108	1/2 HOUR	54
MARIA	39	1 HOUR	39
VAMPIRO: UNLEASHED	24	1/2 HOUR	12
CORRECTAMUNDO!	20	1 HOUR	20
EL REY'S TOP 5	20	1/2 HOUR	10



US

<b>TITLE</b>	<b>EPS</b>	<b>TRT</b>	<b>HRS</b>
UNITED TACOS OF AMERICA S2	20	1/2 HOUR	10
KEEP BLEEDING WITH MIKE ESCAMILLA	6	1 HOUR	6
GENRE GRAVEYARD	4	1/2 HOUR	2
JUNE CASTRO'S FIGHT FIT	10	1 HOUR	10
THE CAMACHO EXPERIMENT	6	1 HOUR	6
MONDAY	1	1.5 HOURS	1.5
GRANDMA'S HOUSE	1	1.5 HOURS	1.5
PHAEDRA	1	2 HOURS	2
THE GOOD EXORCIST	1	2 HOURS	2
ON THE RUN	1	1 HOUR	1