

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667280

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900616216

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alan Nisselson as Trustee		04/03/2020	Trustee:

## RECEIVING PARTY DATA

<b>Name:</b>	Born in Cleveland LLC
<b>Street Address:</b>	3450 CAHUENGA BLVD WEST SUITE 705
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90068
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	88067126	
Serial Number:	85136400	MF
Serial Number:	76275020	MOVIEFONE
Serial Number:	76280579	MOVIEFONE
Serial Number:	76498234	MOVIEFONE
Serial Number:	75570774	MOVIEFONE.COM
Serial Number:	88371562	MS. MOVIEFONE
Serial Number:	86303114	TVFONE
Serial Number:	74147421	222-FILM
Serial Number:	74014102	777-FILM
Serial Number:	74172595	777-FILM
Serial Number:	87181593	CAN'T WAIT!

## CORRESPONDENCE DATA

Fax Number:

*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: 3105901820

Email: kschultz@donigerlawfirm.com

**Correspondent Name:** Kelsey M Schultz  
**Address Line 1:** 603 Rose Avenue  
**Address Line 4:** Venice, CALIFORNIA 90291

**NAME OF SUBMITTER:** Kelsey M. Schultz, Esq.

**SIGNATURE:** /Kelsey M. Schultz/

**DATE SIGNED:** 08/12/2021

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is made and entered into as of April 3, 2020 (the “**Effective Date**”) by and between Alan Nisselson, as Trustee (“**Seller**”) for the Chapter 7 estates of Helios & Matheson Analytics, Inc., Zone Technologies, Inc. and MoviePass, Inc. (collectively, “**Debtors**”), whose cases are pending in the United States Bankruptcy Court for the Southern District of New York (“**Bankruptcy Court**”), Case Nos. 20-10242, 20-10243 and 20-10244-smb, respectively (“**Bankruptcy Cases**”), having an address at c/o Windels Marx Lane & Mittendorf, LLP, 156 West 56th Street, New York, New York 10019, Attention: Alan Nisselson, Esq. and Born in Cleveland LLC (“**Buyer**”), having an address at 3450 Cahuenga Blvd. West-Bldg. 705, Los Angeles, CA 90068. Seller and Buyer sometimes are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**.” Capitalized terms used in this Agreement but not otherwise defined in this Agreement will have the meanings set forth in the Agreement of Sale.

### RECITALS

**A.** Seller and Buyer have entered into an Agreement of Sale dated as of March 12, 2020 (“**Agreement of Sale**”) regarding Buyer’s acquisition of certain Acquired Assets as described in the Agreement of Sale, including, without limitation, the trademarks described in Exhibit A, attached hereto (the “Assigned Trademarks”) “AS IS”, “WHERE IS”, and, except as expressly set forth in the Agreement of Sale, without representations of any kind, and free and clear of all Liens;

**B.** An Order of the Bankruptcy Court authorizing the Trustee’s sale of the Acquired Assets to Purchaser under the terms of the Agreement of Sale was entered on March 19, 2020 (the “**Sale Approval Order**”); and

**C.** Buyer and Seller are entering into this Agreement as part of the Closing contemplated in the Agreement of Sale to effectuate the transfer of the Assigned Trademarks.

### AGREEMENT

#### 1. ASSIGNMENT OF ASSIGNED TRADEMARKS

1. In accordance with and subject to the terms and conditions set forth in the Agreement of Sale and the Sale Approval Order, Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in, to and under the Assigned Trademarks (including, without limitation, the goodwill symbolized by the Assigned Trademarks, all associated common law rights, the right to sue for past, present or future infringement, misappropriation or violation of rights in, to or under the foregoing, any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Assigned Trademarks, and any and all rights to obtain renewals and extensions of registrations or other legal protections pertaining to the Assigned Trademarks). As provided in the Sale Approval Order, the Assigned Trademarks are sold and transferred free and clear of all Liens and other interests of any kind and any nature, whether known or unknown, contingent or non-contingent, liquidated or unliquidated. The sales and transfers of the Assigned Trademarks to the Buyer are legal, valid and effective dispositions of the Debtors’ estates’ interests in the Assigned Trademarks and vest the Buyer with all right, title and interest of the Trustee and the Debtors’ Estates to and in the Assigned

Trademarks free and clear of all Liens.

## 2. RECORDATION

Seller hereby authorizes and requests the Commissioner of Patents and Trademarks, or in the case of any trademark registrations or applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid, to record Buyer as the owner of the Assigned Trademarks, and as assignee of Seller's entire right, title and interest in, to, and under the same. Buyer shall have the right to record this Agreement with all applicable governmental authorities and registrars so as to perfect or otherwise evidence its ownership of the Assigned Trademarks.

## 3. DISCLAIMER

EXCEPT AS MAY BE OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT OF SALE, THE ASSIGNED TRADEMARKS ARE PROVIDED "AS IS" AND SELLER AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO ANY OF THE ASSIGNED TRADEMARKS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## 4. GENERAL

4.1 **Subject to Agreement and Sale Approval Order.** Nothing contained in this Agreement will change, amend, extend or alter (nor will it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Agreement of Sale or Sale Approval Order in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Agreement of Sale and Sale Approval Order. In the event of any conflict or other difference between the Sale Approval Order, Agreement of Sale and this Agreement, the order of precedence for the controlling document will be (i) the Sale Approval Order, (ii) the Agreement of Sale and (iii) this Agreement.

4.2 **Governing Law.** This Agreement will be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the choice of law principles thereof.

4.3 **No Third Party Beneficiaries; Successors and Assigns.** This Agreement will be binding upon and inure solely to the benefit of each party hereto and its permitted successors and assigns and nothing in this Agreement is intended to or will confer upon any other Person any legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

4.4 **Amendment, Waiver and Termination.** This Agreement cannot be amended, modified, supplemented, waived or terminated except by an instrument in writing specifically

designated as an amendment hereto, signed by each of the parties hereto.

45 **Headings.** The descriptive headings of this Agreement are for convenience only and do not constitute a part of this Agreement.

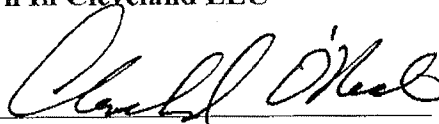
**Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement. This Agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes.

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the date first above written.

**Trustee**

By: \_\_\_\_\_  
Alan Nisselson

**Born In Cleveland LLC**

By:   
Cleveland O'Neal  
Its Managing Member

designated as an amendment hereto, signed by each of the parties hereto.

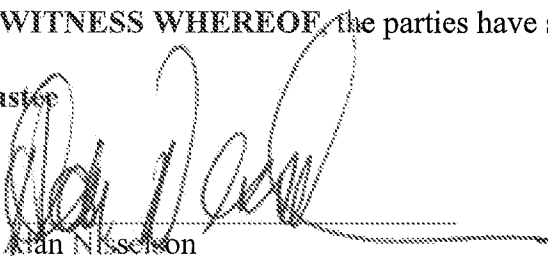
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Trustee

By:



Brian Nilsson

**Born In Cleveland LLC**

By:

Cleveland O'Neal  
Its Managing Member


*[Signature Page to Trademark Assignment Agreement]*

*[Signature Page to Trademark Assignment Agreement]*

**EXHIBIT A  
ASSIGNED TRADEMARKS**

M Ref. No.	Mark Name	Image	Country	Status	Filed Date	Application No.	Reg. Date	Registration No.
77591-11500/AU-01	MOVIEPHONE		Australia	Registered	11/1/2007	1208338	8/31/2009	1208338
77591-11500/AU-02	MOVIEPHONE		Australia	Registered	1/30/1995	651792	7/1/1996	651792
77591-11500/BR-01	MOVIEPHONE		Brazil	Registered	11/9/2000	823384713	4/8/2008	823384713
77591-11500/CA-01	444-FILM		Canada	Registered	1/19/1996	0802459	4/30/1997	TMA475572
77591-11500/CA-02	MOVIEPHONE		Canada	Registered	1/17/1996	0801965	4/16/1997	TMA474795
77591-11500/CL-01	MOVIEPHONE		Chile	Registered	11/19/2007	795360	7/10/2008	821640
77591-11500/EM-01	CINEMATICAL		European Union	Registered	7/17/2009	8434011	6/28/2010	008434011
77591-11500/EM-02	MOVIEPHONE		European Union	Registered	9/21/2001	002383362	10/10/2002	002383362
77591-11500/EM-04	MOVIEPHONE		European Union	Registered	9/15/2016	015826191	1/12/2017	015826191
77591-11500/EM-03	TVPHONE		European Union	Registered	12/4/2014	013526041	4/6/2015	013526041
77591-11500/DE-01	MOVIEPHONE		Germany (Federal Republic of)	Registered	5/23/2001	301371245	12/6/2005	301371245
77591-11500/IN-01	MOVIEPHONE		India	Registered	11/1/2007	1617199	2/3/2011	1617199
77591-11500/IN-02	MOVIEPHONE		India	Registered	11/1/2007	1617198	6/10/2011	1617198
77591-11500/IN-03	MOVIEPHONE		India	Registered	11/1/2007	1617197	4/6/2011	1617197
77591-11500/JP-01	MOVIEPHONE		Japan	Registered	10/8/2003	2003-088092	11/4/2005	4906053
77591-11500/MY-01	MOVIEPHONE		Malaysia	Registered	11/7/2007	07022035	4/5/2012	07022035
77591-11500/MY-02	MOVIEPHONE		Malaysia	Registered	11/7/2007	07022033	4/5/2012	07022033
77591-11500/MY-03	MOVIEPHONE		Malaysia	Registered	11/7/2007	07022034	4/5/2012	07022034



M Ref. No.	Mark Name	Image	Country	Status	Filed Date	Application No.	Reg. Date	Registration No.
77591-11500/MX-01	MOVIEFONE		Mexico	Registered	11/15/2007	896239	8/29/2008	1057974
77591-11500/MX-02	MOVIEFONE		Mexico	Registered	11/15/2007	896238	12/12/2007	1017704
77591-11500/MX-03	MOVIEFONE		Mexico	Registered	11/15/2007	896237	12/12/2007	1017703
77591-11500/SG-01	MOVIEFONE		Singapore	Registered	11/1/2007	T0721221J	9/4/2008	T0721221J
77591-11500/TW-02	CINEMATICAL		Taiwan	Registered	10/1/2009	098043340	12/16/2010	01445333
77591-11500/TW-01	MOVIEFONE		Taiwan	Registered	11/2/2007	096051771	9/1/2008	01327883
77591-11500/UA-01	MOVIEFONE		Ukraine	Registered	11/6/2007	M200719060	4/27/2009	106044
77591-11500/US-02	222-FILM		United States of America	Registered	3/13/1991	74/147,421	6/1/1993	1,774,751
77591-11500/US-03	777-FILM		United States of America	Registered	12/22/1989	74/014,102	4/30/1991	1,643,052
77591-11500/US-04	777-FILM		United States of America	Registered	5/31/1991	74/172,595	10/6/1992	1,722,601
77591-11500/US-12	CAN'T WAIT!		United States of America	Registered	9/23/2016	87/181,593	5/16/2017	5,206,492
77591-11500/US-22	HELLO AND WELCOME TO MOVIEFONE (sound mark)		United States of America	Application	8/6/2018	88/067,126		
77591-11500/US-11	MF		United States of America	Registered	9/23/2010	85/136,400	3/1/2011	3,925,736
77591-11500/US-06	MOVIEFONE		United States of America	Registered	6/22/2001	76/275,020	9/3/2002	2,614,876
77591-11500/US-07	MOVIEFONE		United States of America	Registered	6/21/2001	76/280,579	8/20/2002	2,609,509
77591-11500/US-08	MOVIEFONE & Design		United States of America	Registered	3/17/2003	76/498,234	3/16/2004	2,822,672
77591-11500/US-09	MOVIEFONE.COM		United States of America	Registered	10/15/1998	75/570,774	4/4/2000	2,337,719
77591-11500/US-21	MS. MOVIEFONE		United States of America	Published	4/4/2019	88/371,562		
77591-11500/US-01	TVFONE		United States of America	Registered	6/6/2014	86/303,114	5/19/2015	4,737,895
77591-11500/VN-01	MOVIEFONE		Vietnam	Registered	11/2/2007	42007222174	4/10/2009	122877
77591-11500/VN-02	MOVIEFONE		Vietnam	Registered	11/2/2007	42007222175	4/10/2009	122878

M Ref. No.	Mark Name	Image	Country	Status	Filed Date	Application No.	Reg. Date	Registration No.
77591-11500/VN-03	MOVIEFONE		Vietnam	Registered	11/2/2007	42007222176	4/7/2009	122488