

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM700280

<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>
Digital Cinema Implementation Partners, LLC		12/17/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Christie Digital Systems USA, Inc.		
<b>Street Address:</b>	10550 Camden Drive		
<b>City:</b>	Cypress		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90630		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5118372	CINERGY	
<b>Registration Number:</b>	5176234	CINERGY	
<b>Registration Number:</b>	5118374	CINERGY	
<b>Registration Number:</b>	5176232	CINERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123101659		
<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>	2126264557		
<b>Email:</b>	nyctrademarks@bakermckenzie.com		
<b>Correspondent Name:</b>	Lisa W. Rosaya		
<b>Address Line 1:</b>	452 Fifth Avenue		
<b>Address Line 2:</b>	Baker & McKenzie LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	10004921-56190684-000005		
<b>NAME OF SUBMITTER:</b>	Lisa W. Rosaya		
<b>SIGNATURE:</b>	/lwr/		
<b>DATE SIGNED:</b>	01/06/2022		
<b>Total Attachments: 5</b>			

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**Trademark Assignment Agreement**

This Trademark Assignment Agreement (this "**Assignment**"), dated December 17, 2021 ("**Effective Date**"), is by and between Digital Cinema Implementation Partners, LLC, a Delaware limited liability company ("**Assignor**"), and Christie Digital Systems USA, Inc., a California corporation ("**Assignee**").

**WITNESSETH:**

**WHEREAS**, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark registrations and applications set forth in Schedule A hereto (the "**Trademarks**"); and

**WHEREAS**, pursuant to the Asset Purchase Agreement dated December 17, 2021 between Assignor and Assignee (the "**Purchase Agreement**"), Assignee has agreed to purchase, and Assignor has agreed to sell to Assignee, all of Assignor's rights, title and interests in, to and under the Trademarks.

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

1. **Assignment of Rights.** Subject to the terms and conditions of the Purchase Agreement, effective as of the Effective Date, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's rights, title and interests in, to and under (a) the Trademarks, (b) the goodwill associated with the use of and symbolized by the Trademarks, (c) all applications, registrations, issuances, extensions and renewals for and of the Trademarks, and (d) any and all rights, benefits, privileges, royalties, fees, income, payments and other proceeds now or hereafter due and payable with respect to the Trademarks throughout the world, including without limitation (i) any and all claims by Assignor against any third party for past, present or future infringement, dilution, misappropriation, misuse, unlawful limitation or other violation of any of the Trademarks and the rights to sue for and collect or recover damages, restitution, and injunctive and other legal and equitable relief for any of the foregoing, (ii) the exclusive right to apply for and maintain all registrations, renewals and extensions of the Trademarks, and (iii) the exclusive right to grant licenses or other interests in the Trademarks.

2. **Recordation.** Assignee shall be responsible for and pay all costs relating to the registration, maintenance and prosecution of the Trademarks, including, without limitation, payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of assignment documents with the appropriate governmental authorities.

3. **Attorney.** Assignor hereby appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as Assignor's true and lawful attorney-in-fact, with full power of substitution in Assignor's name and stead, for the sole purpose of giving effect to this Assignment, including taking any and all steps (including proceedings at law, in equity or otherwise) to execute, acknowledge and deliver any and all instruments and assurances necessary to vest or perfect the aforesaid rights and causes of action in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto.

4. No Alteration. Each of Assignor and Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this Assignment.

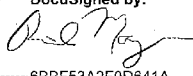
5. Further Assurances. Assignor hereby agrees that Assignor will, without demanding any further consideration therefor, at the request and at the expense of Assignee, timely provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance and do all lawful and just acts, including without limitation the execution and acknowledgment of instruments, that may be or become necessary to effect or formalize the recordation of this Assignment and perfection of Assignee's right, title and interest in and to the Trademarks.

6. Miscellaneous. This Assignment is executed and delivered in accordance with and subject to the Purchase Agreement. In the event that any provision of this Assignment conflicts with any provision of the Purchase Agreement, the provision in the Purchase Agreement shall control. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to conflict of laws principles. The provision of the Purchase Agreement titled "Dispute Resolution" is incorporated herein *mutatis mutandis* as if set forth herein. This Assignment may be amended, modified or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

*[Remainder of the page intentionally left blank; signature pages follow.]*

**IN WITNESS WHEREOF**, the parties have executed, made and entered into this Assignment as of the date first set forth above.

**Digital Cinema Implementation Partners, LLC**

DocuSigned by:  


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

Name: Richard Manzione

Title: Chief Executive Officer

**IN WITNESS WHEREOF**, the parties have executed, made and entered into this Assignment as of the date first set forth above.

**Christie Digital Systems USA, Inc.**

*Zoran Veselic*

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

Name: Zoran Veselic

Title: President and Chief Operating Officer



**Schedule A**

**Purchased Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Registration Number</b>
CINERGY	United States	5,118,372
CINERGY	United States	5,176,234
CINERGY (stylized)	United States	5,118,374
CINERGY (stylized)	United States	5,176,232
CINERGY	Canada	TMA1021327
CINERGY (stylized)	Canada	TMA1021305
CINERGY	European Union	15448021
CINERGY (stylized)	European Union	15448038
KEYLOCKER	European Union	1156898 (IR)
CINERGY (stylized)	Mexico	No registration number. Application No. 1748327 (application pending)