CH \$65.00 2338

ETAS ID: TM712859

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT

EFFECTIVE DATE: 10/27/2021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Island Outpost Ltd.		11/01/2021	Limited Company: BAHAMAS

RECEIVING PARTY DATA

Name:	Universal International Music B.V.
Street Address:	's-Gravelandseweg 80
City:	Hilversum
State/Country:	NETHERLANDS
Postal Code:	1217 EW
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2338253	ISLAND OUTPOST
Registration Number:	1763526	AN ISLAND OUTPOST

CORRESPONDENCE DATA

Fax Number: 3108651791

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: 310-865-1708

Email: brent.labarge@umusic.com

Correspondent Name: Brent S. LaBarge
Address Line 1: Universal Music Group
Address Line 2: 2220 Colorado Avenue

Address Line 4: Santa Monica, CALIFORNIA 90404

DOMESTIC REPRESENTATIVE

Name: Brent S. LaBarge

Address Line 1: Universal Music Group
Address Line 2: 2220 Colorado Avenue

Address Line 4: Santa Monica, CALIFORNIA 90404

NAME OF SUBMITTER: Brent S. LaBarge

TRADEMARK REEL: 007652 FRAME: 0974

900680001

SIGNATURE:	/Brent S. LaBarge/
DATE SIGNED:	03/08/2022
Total Attachments: 9	
source=Island Outpost Assignment Fully	y Executed#page1.tif
source=Island Outpost Assignment Fully	y Executed#page2.tif
source=Island Outpost Assignment Fully	y Executed#page3.tif
source=Island Outpost Assignment Fully	y Executed#page4.tif
source=Island Outpost Assignment Fully	y Executed#page5.tif
source=Island Outpost Assignment Fully	y Executed#page6.tif
source=Island Outpost Assignment Fully	y Executed#page7.tif
source=Island Outpost Assignment Full	Executed#page8.tif

source=Island Outpost Assignment Fully Executed#page9.tif

TRADEMARK REEL: 007652 FRAME: 0975

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of October 27, 2021, by and between ISLAND OUTPOST LTD., ("Assignor"), a Bahamas limited company, in favor of UNIVERSAL INTERNATIONAL MUSIC B.V. ("Assignee"), a Netherlands besloten vennootschap, with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignor owns all right, title and interest in and to certain ISLAND Marks (as defined below);

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to such marks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

- Assignment of ISLAND Marks. Assignor hereby irrevocably sells, transfers, conveys, assigns, and delivers to Assignee all of Assignor's present and future right, title and interest in and to the ISLAND Marks, together with the goodwill of the business relating to the ISLAND Marks associated therewith throughout the universe and all common law and statutory right, title and interest in and to the ISLAND Marks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and other causes of action related to the ISLAND Marks (whether now known or unknown to Assignor or Assignee) and of opposition, interference and/or cancellation proceedings for protection of the ISLAND Marks, and all products, proceeds and revenues arising from or relating to any and all of the foregoing, and all other rights in the ISLAND Marks of any nature, whether or not now known, and any and all legal, beneficial or equitable right to the use or ownership of the ISLAND Marks in any and all fields of use now or hereafter existing, and by any means, technology, medium, or manner now known or hereafter developed throughout the universe, and to authorize others to do any or all of the foregoing. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications in connection with the ISLAND Marks, and to secure in its own name the registrations granted thereon throughout the universe.
- 2. <u>ISLAND Marks</u>, <u>Defined</u>. For the purposes of this Assignment, "ISLAND Marks" shall mean: all trademarks, service marks, collective marks, certification marks, trade dress, words, names, symbols, devices, designs, company names, trade names, business designations, assumed names, titles, domain names, and other names and designations consisting in whole or in part of the word ISLAND, and combinations of the preceding items, used to identify or distinguish a business, good, group, person, product, or service or to indicate a form of certification, association, or membership, including, without limitation, logos, product

TRADEMARK REEL: 007652 FRAME: 0976 designs, and product features, that are owned, controlled, and/or administered, in whole or in part, directly or indirectly, by Assignor or its affiliates and/or are, have been, or are anticipated to be utilized in connection with Assignor's business, and all rights and goodwill therein and thereto, and any derivatives or portions thereof that include the word ISLAND, and all applications and registrations therefor, including, but not limited to, the applications and registrations shown in **Exhibit A** appended hereto.

- 3. Representations, Warranties and Covenants. Assignor represents and warrants that it (i) owns all right, title and interest in and to the ISLAND Marks free and clear of all liens and encumbrances; (ii) has full legal right, power and authority to sell, assign and transfer the ISLAND Marks and to perform Assignor's obligations under this Assignment, and that no third party has the right to prevent Assignor from performing such obligations; (iii) has not entered into any agreement that conflicts with this Assignment; (iv) does not own and has not granted any rights that will interfere with Assignee's use of the ISLAND Marks; and (v) does not know of and has no reason to know of any infringement or violation of third party rights by the ISLAND Marks.
- 4. <u>Indemnification</u>. Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: the breach by Assignor of any of the representations or warranties made by Assignor under this Assignment; Assignor's use of the ISLAND Marks prior to the date of this Assignment; or Assignor's failure to perform its obligations under this Assignment.
- 5. <u>Further Acts</u>. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the ISLAND Marks. Without limiting the foregoing, Assignor further agrees to execute and deliver any additional assignments, instruments, agreements, certificates, or other documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignments set forth herein ("Supporting Documents"). If Assignor fails or refuses to execute any Supporting Documents, or take such further actions, Assignor hereby authorizes and empowers Assignee to execute and deliver, in the name of Assignor and on Assignor's behalf as Assignor's attorney-in-fact, further Supporting Documents that Assignee, and Assignee's successors or assigns, may deem reasonably necessary or desirable to effectuate the assignment of the ISLAND Marks to Assignee and to make appropriate disposition thereof, including, without limitation, filing and/or recording any such documents in appropriate governmental and/or administrative offices anywhere throughout the universe; such power is coupled with Assignee's interest in the ISLAND Marks and is irrevocable. Without in any way limiting the foregoing, Assignee may, without further notice to or approval of Assignor, supplement this Assignment by preparing and annexing hereto additional documents for the purposes of clarifying and/or correcting the identification of the ISLAND Marks and/or any registration or application numbers relating to the ISLAND Marks for any applications or registrations reflected in Exhibit A.

TRADEMARK REEL: 007652 FRAME: 0977 ISLAND OUTPOST LTD.

By:

Montague East Ltd. and Sterling East Ltd.

Name:

Address:

UNIVERSAL INTERNATIONAL

MUSIC B.V.

By:

Title:

Name:

Address:

Address:

Address:

Address:

Address:

Address:

IN WITNESS WHEREOF, Assignor and Assignee have executed and entered

IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first written above.

By:	ISLAND OUTPOST LTD.		Signature of Witness
υ). Title:		Name: Address:	
By:	UNIVERSAL INTERNATIONAL MUSIC B.V.		Signature of Witness
Title:	Mitherized Sportory	Name:	Marc Barrettes 2
		Address:	2270 (CHARGAD AV) Carre Modice, (G. 1040)

ACKNOWLEDGMENT

State of California County of Los Angeles	S))
_{On} December 14, 2021	before me,	Nicole S. Blatchford, Notary Public (insert name and title of the officer)
		(insert name and title of the officer)
ersonally appeared <u>Brent L</u>	_aBarge	
croundry appeared		
ino proved to me on the basis	of satisfactory e	evidence to be the person(s) whose name(s) is/are
ubscribed to the within instrun	nent and acknow	evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same
ubscribed to the within instrunts/ is/her/their authorized capacit	nent and acknow y(ies), and that	vledged to me that he/she/they executed the same by his/her/their signature(s) on the instrument the
ubscribed to the within instrun is/her/their authorized capacit erson(s), or the entity upon be	nent and acknow y(ies), and that ehalf of which th	vledged to me that he/she/they executed the same by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.
ubscribed to the within instrunts/her/their authorized capaciterson(s), or the entity upon be certify under PENALTY OF P	nent and acknow y(ies), and that ehalf of which th	vledged to me that he/she/they executed the same by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.
ubscribed to the within instrun is/her/their authorized capacit erson(s), or the entity upon be certify under PENALTY OF P	nent and acknow y(ies), and that ehalf of which th	vledged to me that he/she/they executed the same by his/her/their signature(s) on the instrument the
ubscribed to the within instrunts/her/their authorized capaciterson(s), or the entity upon be certify under PENALTY OF P	nent and acknow y(ies), and that ehalf of which th	vledged to me that he/she/they executed the same by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument. the laws of the State of California that the foregoin
ubscribed to the within instruntis/her/their authorized capacitierson(s), or the entity upon be certify under PENALTY OF Plaragraph is true and correct.	nent and acknow y(ies), and that ehalf of which th ERJURY under	vledged to me that he/she/they executed the same by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.
subscribed to the within instrunnis/her/their authorized capacit person(s), or the entity upon be	nent and acknow y(ies), and that ehalf of which th ERJURY under	viedged to me that he/she/they executed the same by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument. the laws of the State of California that the foregoin NICOLE S. BLATCHEDED NICOLE S. BLATCHEDED NICOLE S. BLATCHEDED LOS ANGENES COUNTY
subscribed to the within instrumnis/her/their authorized capacit person(s), or the entity upon be certify under PENALTY OF Paragraph is true and correct.	nent and acknow y(ies), and that ehalf of which th ERJURY under I seal.	wledged to me that he/she/they executed the same by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument. the laws of the State of California that the foregoin **ICOLE S. BLATCHFORD **NOTATE PUBLIC - CALIFORNIA

TRADEMARK REEL: 007652 FRAME: 0980

RECORDED: 03/08/2022