

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900672858

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Technicolor Creative Services USA, Inc.		08/05/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	THE DEEP RIGHTS 2 PTY. LTD.
Street Address:	36 Grandview Drive
City:	Newport, NSW
State/Country:	AUSTRALIA
Postal Code:	2106
Entity Type:	Proprietary Company, Limited By Shares: AUSTRALIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	87128092	THE DEEP
Serial Number:	88001511	THE DEEP

CORRESPONDENCE DATA

Fax Number: 2142000558

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: 214-651-5066

Email: jeff.becker@haynesboone.com

Correspondent Name: Jeffrey M. Becker c/o Haynes and Boone

Address Line 1: 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	42659.--_08287
NAME OF SUBMITTER:	Jeffrey M. Becker
SIGNATURE:	/Jeffrey M. Becker/
DATE SIGNED:	04/07/2022

Total Attachments: 4

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Annexure “C” –

**TRADEMARK AND DOMAIN NAME
CONFIRMATORY ASSIGNMENT AGREEMENT**

Between the undersigned:

Technicolor Creative Services USA, Inc., a Company organized and existing under the laws of the state of Delaware, with its principal office at 8921 Lindblade Street, Culver City, CA 90232 USA previously located at 6040 Sunset Boulevard, 6th Floor, Los Angeles CA 90028 United States of America

hereinafter referred to as « Assignor »

And :

The Deep Rights 2 Pty. Ltd., a company organized and existing under the laws of Australia, with its principal office at 36 Grandview Drive, Newport, NSW 2106 Australia

hereinafter referred to as the « Assignee »

Assignor and Assignee are individually defined as “Party”, and collectively as the “Parties.”

WHEREAS

The Assignor is the owner of certain rights, titles and interests in and to some trademarks in certain territories and the exclusive registered owner of some domain names;

Pursuant to the terms of the Merchandising deed of assignment dated 29 April 2021 with Effective date as of July 1st 2021 between Assignor from one part and Assignee from the other part, Assignor has sold some TV merchandising rights in relation to the audiovisual property entitled “the Deep” to Assignee and has agreed to assign to Assignee the corresponding identified Assigned Trademarks and Domain Names as defined in the Assignment Agreement and as identified in Exhibit 1 and 2 of this agreement (the “Trademark and Domain Names”);

The Parties wish to confirm the terms and conditions of the assignment of the Trademarks and Domain Names.

NOW THEREFORE

From July 1st 2021 (the “Effective date”), and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Assignor, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Trademarks and Domain Names, together with the goodwill of the business associated therewith, and Assignee accepts the sale, the assignment, the transfer and the conveyance of said Trademarks and Domain Names, together with the goodwill of the business associated therewith.

Consequently, the Assignee will have, from the Effective date, the exclusive and full title of ownership in and to the Trademarks and Domain Names and will have the right to exploit in any way including the right to use, license and dispose of such Trademarks and Domain Names as like any other property belonging to the Assignee.

The Assignee will have the right to institute, continue or defend, any suit or action dealing with the Trademarks and Domain Names and due to any fact anterior or subsequent to the present assignment.

To that effect the Assignee is subrogated and substituted by the Assignor in all Assignor's rights and actions.

TRANSFER OF FILES; OFFICIAL PROCEDURES

The Assignor shall provide the Assignee with all official documents related to the assigned Trademarks, and shall inform the foreign representatives in charge with the assigned Trademarks of the transfer of management.

This assignment shall be registered by or for the Assignee with the appropriate Administrative office. All procedure of registration, filings and other formalities shall be made by or for the Assignee at its expense.

The Assignor shall provide any necessary information to assist the Assignee in the technical transfer and effective assignment of the Domain Names to Assignee;

The Assignee shall take the required steps to initiate the technical transfer of the Domain Names;

All powers are given to the bearer of one original copy of this agreement to proceed to any such procedures and filings and other formalities.

GOVERNING LAW AND ARBITRATION

This assignment agreement is subject to, governed by and construed in accordance with the NSW Australian Law.

The parties submit to the non-exclusive jurisdiction of the courts of NSW and Australia and any courts competent to hear appeals from those courts.

In witness thereof, each Party hereto has caused this Agreement to be executed in two (2) original copies, one for each Party, by its duly authorized officer or representative.

On

Assignor :

Technicolor Creative Services USA, Inc

Assignee :

A Stark Production Pty

By :

Hunter Simon

By :

Avrill Stark

Title :

Secretary

Title :

Director

Date:

05-Aug-21

Date:

05-Aug-21

Signature:

DocuSigned by:
Hunter Simon
C95814B03584405...

Signature:

DocuSigned by:
A Stark
C0A059BAE1374F3...

Exhibit 1 - Trademarks





Trademark	Country	Int. cl.	Reg. Owner	Appl. Date	Appl. No.	Reg. Date	Reg. No.
THE DEEP	European Union (EUIPO)	41	Technicolor Creative Services USA, Inc.	02/02/2017	016305476	31/05/2017	016305476
	European Union (EUIPO)	16, 25, 28	Technicolor Creative Services USA, Inc.	15/06/2018	017917613	27/12/2018	017917613
	Germany	9, 16, 25, 28	Technicolor Creative Services USA, Inc.	14/06/2018	300181066003	24/09/2018	30018106600
THE DEEP	United Kingdom	41	Technicolor Creative Services USA, Inc.	02/02/2017	016305476	31/05/2017	UK009016305476
	United Kingdom	16, 25, 28	Technicolor Creative Services USA, Inc.	15/06/2018	017917613	27/12/2018	UK009017917613
THE DEEP	United States of America	9, 41	Technicolor Creative Services USA, Inc.	04/08/2016	87128092	21/05/2019	5758037
	United States of America	16, 25, 28	Technicolor Creative Services USA, Inc.	14/06/2018	88001511		

Exhibit 2 – Domain names

Country code	Domain Name
.au	thedeepanimated.com.au
.au	thedeepanimatedseries.com.au
.com	thedeepanimated.com
.com	thedeepanimatedseries.com
.com	exploringthedeep.com
.uk	thedeepanimatedseries.co.uk
.uk	thedeepanimated.co.uk