

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724742

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900672734		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Death Row Acquisition LLC		01/19/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	December Acquisition Co LLC		
Street Address:	2140 S. Dupont Highway		
City:	Camden		
State/Country:	DELAWARE		
Postal Code:	19934		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Serial Number:	88628998	DEATH ROW RECORDS	
Serial Number:	88629097	DEATH ROW RECORDS	
Serial Number:	88629027	DEATH ROW RECORDS	
Serial Number:	88628946	DEATH ROW RECORDS	
Serial Number:	88628951	DEATH ROW RECORDS	
Serial Number:	88629064	DEATH ROW RECORDS	
Serial Number:	88629009	DEATH ROW RECORDS	
Serial Number:	88628893	DEATH ROW RECORDS	
Serial Number:	88840205	DEATH ROW RECORDS	
Serial Number:	88840202	DEATH ROW RECORDS	
Serial Number:	88830708	DEATH ROW RECORDS	
Serial Number:	88830687	DEATH ROW RECORDS	
Serial Number:	88830675	DEATH ROW RECORDS	
Serial Number:	88830699	DEATH ROW RECORDS	
Registration Number:	6623364	DEATH ROW RECORDS	
Registration Number:	6577488	DEATH ROW RECORDS	
Registration Number:	6570289	DEATH ROW RECORDS	
Registration Number:	6570288	DEATH ROW RECORDS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6540550	DEATH ROW RECORDS
Registration Number:	6540549	DEATH ROW RECORDS
Registration Number:	6374533	DEATH ROW RECORDS
Registration Number:	5938282	DEATH ROW RECORDS
Registration Number:	5938281	DEATH ROW RECORDS
Registration Number:	5938280	DEATH ROW RECORDS
Registration Number:	5938279	DEATH ROW RECORDS
Registration Number:	5938278	DEATH ROW RECORDS
Registration Number:	5908416	DEATH ROW RECORDS
Registration Number:	5908415	DEATH ROW RECORDS
Registration Number:	5903482	DEATH ROW RECORDS
Registration Number:	5903481	DEATH ROW RECORDS
Registration Number:	5903480	DEATH ROW RECORDS
Registration Number:	3884857	DEATH ROW RECORDS
Registration Number:	3884831	DEATH ROW RECORDS

CORRESPONDENCE DATA

Fax Number: 2123075598
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: 2125030559
Email: ipdocketing@venable.com
Correspondent Name: Kristen Ruisi
Address Line 1: 1270 Avenue of the Americas
Address Line 2: 24TH Floor
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	129823.558218
NAME OF SUBMITTER:	Kristen S. Ruisi
SIGNATURE:	/Kristen S. Ruisi/
DATE SIGNED:	04/28/2022

Total Attachments: 6
source=DRR - Trademark Assignment Agreement PE (Redacted as of April 27, 2022)#page1.tif
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”) is made, entered into and effective as of the 19th day of January, 2022, by and between December Acquisition Co LLC, a Delaware limited liability company (“**Assignee**”), [REDACTED], a Delaware limited partnership (“[REDACTED]”), and Death Row Acquisition LLC, a Delaware limited liability company (the “**Assignor**”). [REDACTED] Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, [REDACTED], Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**APA**”);

WHEREAS, Assignor owns all rights, title and interest in the trademarks listed in the attached **Schedule A**, including all applications and registrations pertaining thereto (collectively, the “**Trademarks**”), and all common-law rights associated therewith, together with the goodwill arising from the use of the Trademarks by Assignor, [REDACTED] and/or any of its their respective predecessors in interest, related companies, and/or licensees (collectively with the Trademarks, the “**Intellectual Property**”);

WHEREAS, Assignor desires to transfer, and [REDACTED] desires for Assignor to transfer, to Assignee all right, title and interest in and to the Intellectual Property;

WHEREAS, Assignee is desirous of acquiring all of Assignor’s right, title and interest in and to the Intellectual Property; and

WHEREAS, to the extent any of the Trademarks are currently pending U.S. applications with an intent-to-use filing basis, each of Assignor and [REDACTED] acknowledges that Assignee is the successor of that portion of Assignor’s business to which the trademarks in such applications pertain.

NOW THEREFORE, in consideration of the mutual benefits to be derived from this Assignment and in further consideration of the covenants and agreements contained in the APA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the foregoing and as follows:

1. **Assignment.** Assignor hereby forever and irrevocably, without reservation, assigns, transfers, sells, conveys, and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Intellectual Property throughout the world, together with the goodwill represented and symbolized thereby, including the right to sue and recover and have damages and profits for any and all past, present or future infringements, all to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Further Assurances and Covenant.** Following the Effective Date, upon Assignee's request, and without further consideration, Assignor [REDACTED], as applicable, shall execute and deliver to Assignee all documents and instruments, and take all other actions as may be reasonably required to secure, complete or vest Assignor's right, title and interest in and to the Intellectual Property.

3. **Governing Law.** This Assignment and all proceedings (whether based on contract, tort or otherwise) arising out of or relating to this Assignment or the actions of the parties in the negotiation, administration, performance and enforcement hereof, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In addition, each of the parties hereto irrevocably (i) submits to the personal jurisdiction of the Delaware Court of Chancery in and for New Castle County, or in the event (but only in the event) that such Delaware Court of Chancery does not have subject matter jurisdiction over such dispute, the United States District Court for the District of Delaware, or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such dispute, any Delaware State court sitting in New Castle County, in the event any dispute (whether in contract, tort or otherwise) arises out of this Assignment or the transactions contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) waives any objection to the laying of venue of any action relating to this Assignment or the transactions contemplated hereby in such court, (iv) waives and agrees not to plead or claim in any such court that any action relating to this Assignment or the transactions contemplated hereby brought in any such court has been brought in an inconvenient forum, and (v) agrees that it will not bring any action relating to this Assignment or the transactions contemplated hereby in any court other than the Delaware Court of Chancery in and for New Castle County, or in the event (but only in the event) that such Delaware Court of Chancery does not have subject matter jurisdiction over such action, the United States District Court for the District of Delaware, or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such action, any Delaware State court sitting in New Castle County.

4. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5. **Amendment.** This Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by all Parties.

6. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have caused this Assignment to be signed in their respective names by their duly authorized representatives as of the date first above written.

ASSIGNOR:

By: _____

Name: John Josephson

Title: President and Chief Executive Officer



ASSIGNEE:

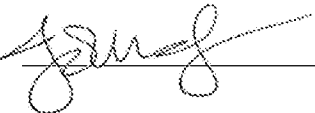
By: DocuSigned by:
Calvin Broadus
DEF4E10B8E8E4DA... _____

Name: Calvin Broadus p/k/a/ Snoop Dogg

Title: Authorized Signatory

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have caused this Assignment to be signed in their respective names by their duly authorized representatives as of the date first above written.

ASSIGNOR:

By:  _____

Name: John Josephson

Title: President and Chief Executive Officer

ASSIGNEE:

By: _____

Name: _____

Title: _____



**SCHEDULE A
TRADEMARKS**

Title	Country	Serial #	Appl. Date	Reg.#	Reg. Date	Class	Status
DEATH ROW RECORDS	US	88981959	9/24/2019			16	Pending
DEATH ROW RECORDS	US	88983185	9/24/2019	6577488	11/30/2021	25	Registered
DEATH ROW RECORDS	US	88981472	3/3/2019	6570289	11/23/2021	25	Registered
DEATH ROW RECORDS	US	88981457	9/24/2019	6570288	11/23/2021	16	Registered
DEATH ROW RECORDS	US	88830697	3/11/2020	6540550	10/26/2021	21	Registered
DEATH ROW RECORDS	US	88830691	3/11/2020	6540549	10/26/2021	21	Registered
DEATH ROW RECORDS	US	88628998	9/24/2019			25	Pending
DEATH ROW RECORDS	US	88629097	9/24/2019			41	Pending
DEATH ROW RECORDS	US	88629027	9/24/2019			35	Pending
DEATH ROW RECORDS	US	88628946	9/24/2019			16	Pending
DEATH ROW RECORDS	US	88628951	9/24/2019			25	Pending
DEATH ROW RECORDS	US	88629064	9/24/2019			41	Pending
DEATH ROW RECORDS	US	88629009	9/24/2019			35	Pending
DEATH ROW RECORDS	US	88628893	9/24/2019			16	Pending
DEATH ROW RECORDS	US	88840205	3/19/2020			9	Pending
DEATH ROW RECORDS	US	88840202	3/19/2020			9	Pending
DEATH ROW RECORDS	US	88830708	3/11/2020			26	Pending
DEATH ROW RECORDS	US	88830687	3/11/2020			14	Pending
DEATH ROW RECORDS	US	88830675	3/11/2020			14	Pending
DEATH ROW RECORDS	US	88830699	3/11/2020			26	Pending
DEATH ROW RECORDS	US	88981458	2/4/2020	6374533	6/1/2021	25	Registered
DEATH ROW RECORDS	US	86942750	3/16/2016	5938282	12/17/2019	35	Registered
DEATH ROW RECORDS	US	86942738	3/16/2016	5938281	12/17/2019	25	Registered
DEATH ROW RECORDS	US	86942727	3/16/2016	5938280	12/17/2019	21	Registered
DEATH ROW RECORDS	US	86942721	3/16/2016	5938279	12/17/2019	16	Registered
DEATH ROW RECORDS	US	86942712	3/16/2016	5938278	12/17/2019	14	Registered
DEATH ROW RECORDS	US	86942656	8/9/2016	5908416	11/12/2019	14	Registered
DEATH ROW RECORDS	US	86942640	8/9/2016	5908415	11/12/2019	21	Registered
DEATH ROW RECORDS	US	86942692	8/16/2016	5903482	11/5/2019	35	Registered
DEATH ROW RECORDS	US	86942675	8/16/2016	5903481	11/5/2019	25	Registered
DEATH ROW RECORDS	US	86942665	8/16/2016	5903480	11/5/2019	16	Registered
DEATH ROW RECORDS	US	77801298	8/10/2009	3884857	12/7/2010	9	Registered
DEATH ROW RECORDS	US	77785361	7/20/2009	3884831	12/7/2010	9	Registered
DEATH ROW RECORDS	Australia	1344464	2/9/2010	1344464	9/20/2010	9	Registered
DEATH ROW RECORDS	Australia	1344429	2/9/2010	1344429	8/6/2010	9	Registered
DEATH ROW RECORDS	Canada	1,469,048	2/10/2010	TMA937,2 58	5/9/2016	9, 25, 41	Registered
DEATH ROW RECORDS	Canada	1,469,042	2/10/2010	TMA937,2 64	5/9/2016	9, 25, 41	Registered
DEATH ROW RECORDS	China	8,271,809		8,271,809	5/28/2013	9	Registered
DEATH ROW RECORDS	China	8,068,287		8,068,287	5/27/2013	9	Registered
DEATH ROW RECORDS	EU	008870297	2/9/2010	008870297	8/10/2010	9, 25, 41	Registered
DEATH ROW RECORDS	EU	008870371	2/9/2010	008870371	8/2/2010	9, 25, 41	Registered
DEATH ROW RECORDS	UK	UK0090887	2/9/2010	UK009088	2/9/2010	9, 25,	Registered

Title	Country	Serial #	Appl. Date	Reg.#	Reg. Date	Class	Status
		0297		70297		41	
DEATH ROW RECORDS	UK	UK0090887 0371	2/9/2010	UK009088 70371	2/9/2010	9, 25, 41	Registered
DEATH ROW RECORDS	Japan	2010009814	1/21/2011	5385239	1/21/2011	9	Registered
DEATH ROW RECORDS	Japan	2010009571	2/10/2010	5354546	9/17/2010	9	Registered