

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM734332

<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>
SFXE IP LLC		05/13/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EZ ACQUISITION LLC		
<b>Street Address:</b>	140 Stewart Avenue		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11237		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4978356	ELECTRIC ZOO	
<b>Registration Number:</b>	4447907	ELECTRIC ZOO	
<b>Registration Number:</b>	4561282	ELECTRIC ZOO	
<b>Registration Number:</b>	4570989	ELECTRIC ZOO	
<b>Registration Number:</b>	5810537	EZOO	
<b>Registration Number:</b>	3747742	ELECTRIC ZOO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6466502108		
<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>	6466502207		
<b>Email:</b>	sarah@adelmanmatz.com		
<b>Correspondent Name:</b>	Sarah M. Matz		
<b>Address Line 1:</b>	1173A Second Avenue		
<b>Address Line 2:</b>	Suite 153		
<b>Address Line 4:</b>	New York, NEW YORK 10065		
<b>NAME OF SUBMITTER:</b>	Jared A. Smith		
<b>SIGNATURE:</b>	/Jared A. Smith/		
<b>DATE SIGNED:</b>	06/13/2022		

OP \$165.00 4978356

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of May 13, 2022, is made by SFXE IP LLC (“**Seller**”), a Delaware limited liability company, located at 9171 Wilshire Boulevard, Suite 500, Beverly Hills, CA 90210, in favor of EZ ACQUISITION LLC (“**Buyer**”), a Delaware limited liability company, located at c/o AGDP Holding Inc., 140 Stewart Avenue, Brooklyn, NY, 11237, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between EZ Festivals, LLC, a New York limited liability company, Made Event, LLC, a Massachusetts limited liability company, LiveStyle Holdings, Inc., a Delaware corporation, AGDP Holding Inc., a New York corporation, M Event Acquisition LLC, a Delaware limited liability company, Buyer and Seller dated as of even date herewith (the “**APA**”).

WHEREAS, under the terms of the APA, Seller is, simultaneously herewith, conveying, transferring, and assigning to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and with corresponding entities or agencies in all other applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller relative to the Assigned Trademarks by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademarks; and

(d) any and all claims and causes of action with respect to the Assigned Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request of Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the APA. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the terms of the APA, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SFXE IP LLC  
By: Charles C. Ciongoli II  
Name: Charles C. Ciongoli II  
Title: Chief Financial Officer, Secretary  
Address for Notices: 9171 Wilshire Boulevard,  
Suite 500, Beverly Hills, CA 90210

STATE OF [                    ]                    )  
   )SS.  
COUNTY OF [                    ]                    )

On the \_\_\_\_\_ day of May, 2022, before me personally appeared Charles C. Ciongoli II, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer of SFXE IP LLC, and acknowledged the instrument to be the free act and deed of SFXE IP LLC for the uses and purposes mentioned in this Trademark Assignment.

\_\_\_\_\_  
Notary Public  
Printed Name:

My Commission Expires:

*See attached:*

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

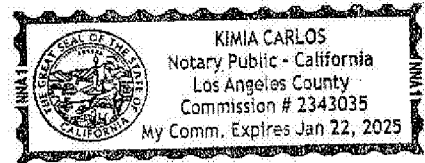
On 5/13/2022 before me, Kimia Carlos, Notary Public  
(insert name and title of the officer)

personally appeared Charles C. Ciongoli II,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



IN WITNESS WHEREOF, Buyer has duly executed and accepted this Trademark Assignment as of the date first written above.

AGREED TO AND ACCEPTED:

EZ ACQUISITION LLC

By: AGDP Holding Inc.

Its: Sole Member

AGDP Holding Inc.

By:

Name: Francis J. Sirkka  
Title: Vice President

Address for Notices: 140 Stewart Avenue,  
Brooklyn, NY 11237

STATE OF NEW YORK

)  
)SS.  
)

COUNTY OF NEW YORK

On the 13TH day of May, 2022, before me personally appeared Francis J. Sirkka, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Vice President of AGDP Holding Inc., and acknowledged the instrument to be the free act and deed of AGDP Holding Inc. for the uses and purposes mentioned in this Trademark Assignment.

Notary Public  
Printed Name:

My Commission Expires:

ROBERT P WESSELY  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02WE4624535  
Qualified in NEW YORK County  
Commission Expires October 31, 2018 22


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**SCHEDULE 1**

**Assigned Trademarks**

**(Continued on Next Page)**



Jurisdiction	Trademark	App No	Reg No	App Date / Filing Date	Reg Date / Issue Date
United States (USPTO)	ELECTRIC ZOO (Standard character mark)	85923072	4978356	5/3/2013	6/14/2016
United States (USPTO)	ELECTRIC ZOO (Standard Character Mark)	85936625	4447907	5/20/2013	12/10/2013
United States (USPTO)	ELECTRIC ZOO (Standard Character Mark)	85925263	4561282	5/7/2013	7/10/2014
United States (USPTO)	ELECTRIC ZOO (Standard Character Mark)	85981116	4570989	5/3/2013	7/22/2014
United States (USPTO)	EZOO (Standard Character Mark)	87981243	5810537	11/9/2017	11/9/2017
United States (USPTO)	ELECTRIC ZOO (design mark) 	77711013	3747742	4/9/2009	2/9/2010
Mexico (IMPI)	EZOO (Standard Character Mark)	2045343	2197476	5/9/2018	1/25/2021
Brazil (INPI)	EZOO (Standard Character Mark)	914652621	914652621	5/9/2018	4/27/2021
Japan (JPO)	ELECTRIC ZOO (Standard Character Mark)	1170388A	1170388A	7/10/2013	7/10/2013

TRADEMARK