

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ceremony of Roses, LLC		11/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sony Music Entertainment		
Street Address:	25 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Partnership: DELAWARE		
Composed Of:	<ul style="list-style-type: none"> Sony Music Holdings Inc., DELAWARE, Corporation USCO Sub LLC, DELAWARE, Limited Liability Company 		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97025290	CEREMONY OF ROSES	
Serial Number:	97025260	CEREMONY OF ROSES	
Serial Number:	97025194	CEREMONY OF ROSES	
Serial Number:	90722178	CEREMONY OF ROSES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	eugene.koenig@sonymusic.com		
Correspondent Name:	Eugene Koenig		
Address Line 1:	c/o Sony Music Entertainment		
Address Line 2:	25 Madison Avenue		
Address Line 4:	New York, NEW YORK 10010		
NAME OF SUBMITTER:	Eugene Koenig		
SIGNATURE:	/Eugene Koenig/		
DATE SIGNED:	07/21/2022		

CH \$115.00 97025290

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”), effective as of November 26, 2021, is made and entered into by and between Ceremony of Roses, LLC, a Delaware Limited Liability Company (“Assignor”), and Sony Music Entertainment, a Delaware General Partnership (“Assignee”). Assignor and Assignee are sometimes referred herein as “Party” or, together, as the “Parties.” Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Membership Interest Purchase Agreement, dated as of the date hereof, by and among Assignee, Ceremony of Roses Acquisition LLC, Assignor, Bradley Scoffern and Mary Healy (the “MIPA”).

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, all right, title, and interest in and to certain Transferred IP (defined below) and related rights, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Consideration. For the avoidance of doubt, the Parties acknowledge and agree that the benefits conferred on Assignor under the Transaction Agreements is sufficient consideration for the rights Assignee will receive pursuant to this Agreement.

2. Assignment. Subject to the terms and conditions set forth herein, Assignor hereby irrevocably assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all rights, title and interest in and to the following (the “Transferred IP”):

(a) the trademarks used in connection with the Company Business, including, but not limited to the registrations and applications, set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided 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 any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any

such damages.

3. No Liabilities. Assignee neither assumes nor is otherwise liable for any obligations, claims, or liabilities of Assignor of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising, including, for the avoidance of doubt, any obligations, claims, or liabilities arising from or in connection with any circumstances, causes of action, breach, violation, default, or failure to perform by or of Assignor with respect to all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the Transferred IP.

4. Deliverables. Upon execution of this Agreement, Assignor shall deliver to Assignee the following:

(a) an assignment in the form of Exhibit A (the "Assignment") and duly executed by Assignor, transferring all right, title, and interest in and to the Transferred IP to Assignee; and

(b) the complete prosecution files for all Transferred IP in such form and medium as reasonably requested by Assignee, and all such other documents, correspondence, and information as are reasonably requested by Assignee to register, own, or otherwise use the Transferred IP, including any renewal fees due and deadlines for actions to be taken concerning prosecution and maintenance of all Transferred IP in the one hundred eighty (180) day period following the date hereof.

5. Further Assurances; Recordation.

(a) From and after the date hereof, each Party shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

(b) Without limiting the foregoing, and without limiting Section 5(a), Assignor shall execute and deliver to Assignee, at Assignee's expense, such assignments and other documents, certificates, and instruments of conveyance in a form reasonably satisfactory to Assignee and suitable for filing with the United States Patent and Trademark Office ("USPTO") as necessary to record and perfect the Assignment, and to vest in Assignee all right, title, and interest in and to the Transferred IP in accordance with applicable law. As between the Parties, Assignee shall be responsible, at Assignee's expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that Assignor shall take such steps and actions, and provide such cooperation and assistance, to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Transferred IP to Assignee, or any of Assignee's successors or assigns.

6. Terms of the MIPA. The Parties acknowledge and agree that this Agreement is entered into pursuant to the MIPA, to which reference is made for a further statement of the rights

and obligations of Assignor and Assignee with respect to the Transferred IP. The representations, warranties, covenants, agreements, and indemnities contained in the MIPA 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 MIPA and the terms hereof, the terms of the MIPA shall govern.

7. Assignments. Neither this Agreement, nor any of the rights or obligations herein, may be sold, transferred or assigned, in whole or in part by Assignor to any third party, including by operation of law, without the express reasonable prior written consent of Assignee. Any purported assignment in violation of this Section 7 shall be void ab initio. Assignee may freely sell, assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Assignor's consent. Subject to the restrictions in this Section 7, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8. No Joint Venture. Nothing herein contained shall be construed to have the effect of placing the Parties hereto in the relationship of partners or joint venturers, or create any agency, or any other relationship other than that of assignor and assignee.

9. Complete Agreement: Modifications of Agreement. This Agreement, together with the other Transaction Agreements, constitutes the entire agreement between the Parties, and all prior agreements or representations pertaining to the subject matter hereof and thereof, whether written or oral, expressed or implied, are superseded and are null and void and of no effect. No provision of this Agreement shall be deemed waived, amended or modified by any Party, unless such waiver, amendment or modification is in writing and signed by the Party, or its authorized agent, against whom such waiver, amendment or modification will be enforced.

10. Enforcement. Any provisions of this Agreement that are unenforceable in any jurisdiction in which this Agreement is sought to be enforced, or are invalid or contrary to the law of such jurisdiction, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect, and in such case all remaining terms and provisions of this Agreement shall subsist and be fully effective according to the tenor of this Agreement as though no such invalid portion had ever been included herein. It is the intent of the Parties to create a valid assignment of the Transferred IP to Assignee, and all provisions of this Agreement should be read to give this intent legal force and effect.

11. Binding Nature. The Parties agree that this Agreement and all its terms shall be binding upon itself or herself and their respective heirs, legal successors, trustees, assigns, and licensees.

12. Governing Law and Dispute Resolution. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the internal laws of the State of Delaware, without regard to its conflict of laws rules or choice of law principles which would require the application of the law of any other jurisdiction. All disputes which arise under this Agreement shall be resolved by litigation solely in the Delaware Chancery Court (or, if the Delaware Chancery Court shall be unavailable, any other court in the State of Delaware or, in the case of claims to which the federal courts have exclusive subject matter jurisdiction, any federal

courts located in the State of Delaware). The Parties irrevocably submit to the exclusive jurisdiction of these courts in connection with any disputes arising under this Agreement and waive any defense based on lack of jurisdiction, improper venue, or forum non conveniens.

13. Headings. Headings, titles, and captions contained in this Agreement are inserted only as a matter of convenience and are for reference purposes only. Such headings, titles, and captions are intended in no way to define, limit, expand, or describe the scope of this Agreement or the intent of any other provision hereof.

14. Execution and Counterparts. This Agreement may be executed in counterparts. Such counterparts, when taken together, shall constitute the agreement between the Parties. Electronic signatures and scans shall have the same force and effect as originals.

15. Photographic, Digital, and Facsimile Copies. Photographic, digital, and fax copies of such signed counterparts may be used in lieu of the originals of this Agreement for any purpose, and shall be deemed as effective as an original signature. The Parties agree to accept such copies, as executed, as a true and correct original and admissible as best evidence for the purposes of state law, Federal Rule of Evidence 1002, and like statutes and regulations.

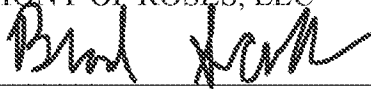
16. Confidentiality. Assignor agrees to treat the existence and terms of this Agreement, as well as any information that Assignee treats as confidential and that Assignor gains access to in connection with this Agreement, as Company Confidential Information in accordance with the provisions of Section 7.5 of the MIPA.

[Remainder of page intentionally blank; signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

ASSIGNOR

CEREMONY OF ROSES, LLC

By: 
Name: _____
Title: _____
Date: _____

ASSIGNEE

SONY MUSIC ENTERTAINMENT

By: _____
Name: Julie Swidler
Title: EVP Business Affairs and General
Counsel
Sony Music Entertainment
Date: _____


[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

ASSIGNOR
CEREMONY OF ROSES, LLC

By: _____
Name: _____
Title: _____
Date: _____

ASSIGNEE
SONY MUSIC ENTERTAINMENT

By:  _____
Name: Julie Swidler
Title: EVP Business Affairs and General
Counsel
Sony Music Entertainment
Date: _____

[Signature Page to IP Assignment Agreement]

SCHEDULE A

Trademark Applications

Mark	Country	Serial #	Registration Number	PTO Status	File Date	Attorney Of Record	Register	Live / Dead	Classes of Goods & Services
CEREMONY OF ROSES	United States	90/722,178	(N/A)	New Application - Record Initialized Not Assigned to Examiner	5/19/2021	Gregg R. Sultan	Principal	Live	025 - clothing, footwear and headwear
CEREMONY OF ROSES	United States	97/025,194	(N/A)	New Application - Record Initialized Not Assigned to Examiner	9/13/2021	Gregg R. Sultan	Principal	Live	035 - Promoting the concerts of others; Event planning and management for marketing, branding, promoting or advertising the goods and services of others; Branding services, namely, consulting, development, management and marketing of brands for businesses and/or individuals; Product merchandising for others; Media relations services; Providing marketing consulting in the field of social media; On-line customer-based social media brand marketing services; Advertising and marketing services provided by means of indirect methods of marketing communications, namely, social media, search engine marketing, inquiry marketing, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels; Personal and business management and consulting services for musical performers and entertainment artists; Management of performing and recording artists; Promoting the music of others by means of providing online portfolios; Arranging and conducting special events for business purposes
CEREMONY OF ROSES	United States	97/025,260	(N/A)	New Application - Record Initialized Not Assigned to Examiner	9/13/2021	Gregg R. Sultan	Principal	Live	041 - Provision of information relating to live performances, road shows, live stage events, theatrical performances, live music concerts and audience participation in such events; music production services; arranging and conducting entertainment events
CEREMONY OF ROSES	United States	97/025,290	(N/A)	New Application - Record Initialized Not Assigned to Examiner	9/13/2021	Gregg R. Sultan	Principal	Live	042 - Graphic design, design of artwork; packaging design; design of apparel/brands and products; design of music album artwork and covers

Unregistered Marks

CEREMONY OF ROSES

EXHIBIT A

Assignment of Intellectual Property

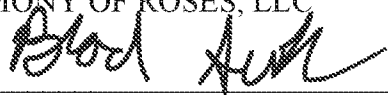
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ceremony of Roses, a Delaware Limited Liability Company ("Assignor"), hereby sells, assigns, transfers, and conveys to Sony Music Entertainment, a Delaware General Partnership ("Assignee"), pursuant to the Intellectual Property Assignment Agreement dated as of November 26, 2021, by and between Assignor and Assignee, all right, title, and interest in and to the intellectual property set forth on Schedule A attached hereto and incorporated by this reference herein, together with the goodwill associated with the trademarks set forth in Schedule A and symbolized thereby, and all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, or other violation, and all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment of Intellectual Property upon request by Assignee.

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intellectual Property to be executed on this 26th day of November, 2021.

ASSIGNOR

CEREMONY OF ROSES, LLC

By: 
Name: _____
Title: _____
Date: _____

ASSIGNEE

SONY MUSIC ENTERTAINMENT

By: _____
Name: Julie Swidler
Title: EVP Business Affairs and General Counsel
Sony Music Entertainment
Date: _____

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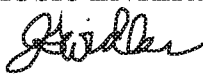
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ASSIGNOR
CEREMONY OF ROSES, LLC

By: _____
Name: _____
Title: _____
Date: _____

ASSIGNEE
SONY MUSIC ENTERTAINMENT

By:  _____
Name: Julie Swidler
Title: EVP Business Affairs and General Counsel
Sony Music Entertainment
Date: _____

SCHEDULE A

Assigned Intellectual Property

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025 - clothing, footwear and headwear

035 - Promoting the concerts of others; Event planning and management for marketing, branding, promoting or advertising the goods and services of others; Branding services, namely, consulting, development, management and marketing of brands for businesses and/or individuals; Product merchandising for others; Media relations services; Providing marketing consulting in the field of social media; On-line customer-based social media brand marketing services; Advertising and marketing services provided by means of indirect marketing, inquiry marketing, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels; Personal and business management and consulting services for musical performers and entertainment artists; Management of performing and recording artists; Promoting the music of others by means of providing online portfolios; Arranging and conducting special events for business purposes

041 - Provision of information relating to live performances, road shows, live stage events, theatrical performances, live music concerts and audience participation in such events, music production services; arranging and conducting entertainment events

042 - Graphic design, design of artwork; packaging design; design of apparel brands and products; design of music album artwork and covers

TRADEMARK