

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM752843

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FremantleMedia North America, Inc.		08/30/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maidmetal Limited		
<b>Street Address:</b>	9-13 St. Andrew Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6646040	AGT	
<b>Registration Number:</b>	6164678	AMERICA'S GOT TALENT	
<b>Registration Number:</b>	4059779	AMERICA'S GOT TALENT	
<b>Registration Number:</b>	3350449	AMERICA'S GOT TALENT	
<b>Serial Number:</b>	90581732	AGT EXTREME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	3104576100		
<b>Email:</b>	msalvatore@holmesweinberg.com		
<b>Correspondent Name:</b>	MICHAEL J SALVATORE		
<b>Address Line 1:</b>	30765 Pacific Coast Highway		
<b>Address Line 2:</b>	Suite 411		
<b>Address Line 4:</b>	Malibu, CALIFORNIA 90265		
<b>NAME OF SUBMITTER:</b>	MICHAEL J SALVATORE		
<b>SIGNATURE:</b>	/MJSalvatore/		
<b>DATE SIGNED:</b>	09/01/2022		
<b>Total Attachments: 4</b>			
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## **TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement") is made and entered into as of August 30, 2022 by and between FremantleMedia North America, Inc., a Delaware corporation ("Assignor") and Maidmetal Limited, a private limited company registered in England and Wales with registered number 03264730 and whose registered office is at 9-13 St. Andrew Street, London, EC4A 3AF ("Assignee").

WHEREAS, Assignor has sole legal title to the trademark registrations listed on Schedule A hereto; and

WHEREAS, Assignor intends to assign with prospective effect an undivided fifty percent (50%) interest in such trademark registrations to Assignee;

NOW, THEREFORE, in order to formally memorialize and evidence such agreement, in consideration of the foregoing and the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignee and Assignor do hereby agree as follows:

1. **Assignment.** Assignor hereby irrevocably sells, transfers, assigns, bequeaths, grants, conveys and delivers to Assignee, and its successors and assigns, and Assignee hereby accepts, an undivided fifty percent (50%) interest in, to and under all right, title and interest in, to and under those trademark registrations and applications set forth on Schedule A hereto (collectively, the "Trademarks"), including without limitation an undivided fifty percent (50%) interest in, to and under each of the following: any and all common law rights thereto and therein, as well as the goodwill of the business symbolized by the Trademarks; together with all renewals or extensions thereof; and any and all United States trademark (or service mark) registrations which may be issued on the same in the future. **Such assignment shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, licencees and other legal representatives, together with the rights to (A) recover one-half benefit from all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and (B) one-half of all past and future income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Trademarks, (C) claim priority based on the filing dates of the Trademarks under any law, and (D) all other rights corresponding to Assignee's undivided fifty percent (50%) interest throughout the United States.** This foregoing assignment is intended to be an absolute assignment of an undivided fifty percent (50%) interest and not by way of security.
2. **Cooperation.** (A) Assignor shall, at Assignee's expense, timely take all reasonable actions and execute and deliver all documents that Assignee may reasonably request to effect the terms, intent and purposes of this Agreement and to record, memorialize or perfect Assignee's title in, to and under the Trademarks as set forth herein. (B) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 2(A) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute, file and record any such document or documents and to perform all other lawfully permitted acts to effect the terms, purposes and intent of this Agreement with the same legal force and effect as if executed or

performed by Assignor. Assignor shall not enter into any agreement in conflict with this Agreement.


3. Recordation. Assignee shall be responsible for the preparation and filing of such additional documents that may be reasonably necessary to register, record or perfect **Assignee's right, title and interest in, to and under the Trademarks and for any and all** costs, expenses and fees associated with the registration, recordation or perfection of the sale, conveyance, transfer and assignment to Assignee of the undivided fifty percent (50%) interest in, to and under the Trademarks at the United States Patent and Trademark Office. Assignor hereby authorizes the Director of Patents and Trademarks in the U.S. Patent and Trademark Office to record Assignee as the assignee and owner of a one-half **undivided interest in the Trademarks, and to deliver to Assignee and to Assignee's** attorneys, agents, representatives, successors or assigns, all official documents and communications as may be warranted by this Agreement.
4. Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York (without giving effect to the principles of conflicts of laws thereof).
5. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.


**“ASSIGNEE”**

MAIDMETAL LIMITED

By:   
Name: Ian Rosenblatt  
Title: Director

**“ASSIGNOR”**

FREMANTLE MEDIA NORTH AMERICA, INC.

By:   
Name: Suzanne Lopez  
Title: Chief Operating Officer

**SCHEDULE A****Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Application Date</b>	<b>Registered Date</b>	<b>Record Owner</b>
AGT (Design)	U.S.	90632781	6646040	Apr. 08, 2021	Feb 15 2022	FremantleMedia North America, Inc.
AMERICA'S GOT TALENT	U.S.	88092041	6164678	Aug. 24, 2018	Sep. 29, 2020	FremantleMedia North America, Inc.
AMERICA'S GOT TALENT	U.S.	85296263	4059779	Apr. 15, 2011	Nov. 22, 2011	FremantleMedia North America, Inc.
AMERICA'S GOT TALENT	U.S.	78979095	3350449	Apr. 03, 2006	Dec. 04, 2007	FremantleMedia North America, Inc.
AGT EXTREME	U.S.	90581732	--	Mar. 16, 2021	--	FremantleMedia North America, Inc.