

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CE Holdco, LLC		08/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	North Road Company, LLC		
Street Address:	12180 Millennium Drive, Suite 500		
City:	Playa Vista		
State/Country:	CALIFORNIA		
Postal Code:	90094		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97462666	NORTH ROAD	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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>			
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	21433-00007		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	09/14/2022		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made and entered into as of August 31, 2022 (the “**Effective Date**”) by and between CE Holdco, LLC, a Delaware limited liability company (“**Assignor**”) and North Road Company, LLC a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are individually referred to herein as a “**Party**,” and collectively as the “**Parties**.”

WHEREAS, the Parties have entered into the Contribution Agreement, dated June 23, 2022 (the “**Contribution Agreement**”), whereby Assignor transferred to Assignee all of Assignor’s rights, duties and obligations under the Contributed Assets and Liabilities (as defined therein);

WHEREAS, in connection with the Contribution Agreement, the Parties wish to confirm the transfer by Assignor to Assignee all of the right, title and interest of Assignor in and to the trademarks and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case) set forth on Attachment A attached hereto (the “**Assigned IP**”); and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. Transfer of Assigned IP. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor’s right, title and interest in and to the Assigned IP, and with respect to any trademarks identified in any pending United States trademark applications filed on the basis of an intent to use the mark in commerce, pursuant to the Contribution Agreement, the assignment of such trademarks accompanies the transfer of Assignor’s business, or portion of the business to which such trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060, and that said business is ongoing and existing; (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned IP and (ii) sublicenseable or assignable; (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to any of the foregoing; (d) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; and (e) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary

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documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, the Commissioner for Copyrights of the United States Copyright Office and any other government authority to record and register this Assignment upon request by Assignee. If the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any such documentation for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance and perfection of patent, trademark, copyright or other intellectual property registrations or any other legal protection thereon with the same legal force and effect as if executed by such Assignor.

3. Entire Agreement. This Assignment, and the Contribution Agreement, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Contribution Agreement.

4. Governing Law and Venue. This Assignment is governed as to validity, interpretation, effect and in all other respects by laws and decisions of the State of Delaware, without regard to the conflict of laws principles of the State of Delaware. The Parties irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Assignment.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to each of the Parties. A signature sent by facsimile transmission or e-mail shall be as binding as delivery of a manually executed copy of this Assignment.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date.

CE HOLDCO:

CE HOLDCO, LLC,
a Delaware limited liability company

By: Lauren Goldberg
Name: Lauren Goldberg
Title: Authorized Signatory

NORTH ROAD:

NORTH ROAD COMPANY, LLC,
a Delaware limited liability company

By: Lauren Goldberg
Name: Lauren Goldberg
Title: Secretary

Attachment A

U.S. & INTERNATIONAL TRADEMARKS				
Owner / Applicant	Mark	Jurisdiction	Date Filed	Application No.
CE Holdco, LLC	NORTH ROAD	USA	June 16, 2022	97/462,666
CE Holdco, LLC	NORTH ROAD	IR/Madrid (EU, UK)	July 15, 2022	A0125202