

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warner Records Inc.		12/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TAC Records LLC		
Street Address:	1100 Glendon Ave.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74037873	GIANT	
Serial Number:	75511128	GIANT	
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:	ustpo@raineslaw.com		
Correspondent Name:	Raines Feldman LLP		
Address Line 1:	1800 Avenue of the Stars		
Address Line 2:	12th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Nicole Halle		
SIGNATURE:	/nlh/		
DATE SIGNED:	02/21/2023		
Total Attachments: 4			
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Annex B – Quitclaim Trademark Assignment Agreement

This QUITCLAIM TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of the Effective Date of the Principal Agreement (defined below), is by and between Warner Records Inc., a Delaware corporation with offices and a principal place of business located at 777 South Santa Fe Avenue, Los Angeles, California 90021 ("Warner Records"), in favor of TAC Records LLC, a Delaware limited liability company with offices and a principal place of business located at 1100 Glendon Avenue, Los Angeles, California 90024 ("Company"), and is entered into pursuant to the Trademark Settlement Agreement and Release between Warner Records and Company, dated December 15, 2022 (the "Principal Agreement").

WHEREAS, under the terms of the Principal Agreement, Warner Records has conveyed, transferred and assigned to Company certain trademarks of Warner Records, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. ASSIGNMENT

- 1.1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Warner Records hereby irrevocably conveys, transfers and assigns to Company on a quitclaim basis, and Company hereby accepts, all of Warner Records' right, title and interest in and to collectively, the trademark registrations and applications set forth on Schedule 1 of Annex B and all common law rights with respect thereto, including all issuances, extensions and renewals thereof and the goodwill of the business symbolized by those trademarks (the "Trademarks").
- 1.2. The parties acknowledge and agree that Warner Records is selling, assigning, transferring and conveying whatever interest Warner Records has or may have in the Trademarks, if any, without any representations or warranties of any kind.

2. RECORDATION AND FURTHER ACTIONS

Warner Records 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 Assignment upon request by Company. Following the date hereof, upon Company's reasonable request, and at Company's sole cost and expense, Warner Records shall take such steps and actions, and provide such cooperation and assistance to Company as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademarks to Company, including by executing jurisdiction-specific assignment documents and other documents as may be needed to effectuate recordation in the relevant jurisdictions.

3. TERMS OF THE PRINCIPAL AGREEMENT

The parties acknowledge and agree that this Assignment is entered into pursuant to the Principal Agreement, to which reference is made for a further statement of the rights and obligations of Warner Records and Company with respect to the Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Principal Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

4. COUNTERPARTS

This 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

Assignment delivered by 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 Assignment.


5. **SUCCESSORS AND ASSIGNS**

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

6. **GOVERNING LAW**

This 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 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the date hereof.

WARNER RECORDS INC.
By: 
Name: Paul Robinson
Title: VP

AGREED TO AND ACCEPTED:

TAG RECORDS LLC
By: 
Name: Susan Genco
Title: Authorized Signatory

Annex A; Schedule 1 of Annexes B and C

Trademark	Territory	Status	App. Date	App. No.	Reg. No.	Reg. Date	Class
GIANT	Australia	Registered	09/12/1990	541940	541940	09/12/1990	9
GIANT	Austria	Registered	09/12/1990	4652/90	134928	03/04/1991	9
GIANT	Benelux	Registered	09/10/1990	751800	R 485138	09/10/1990	9
GIANT	Brazil	Registered	09/12/1990	815749473	815749473	04/21/1992	9
GIANT	Canada	Registered	09/11/1990	666230	TMA425879	04/08/1994	9
GIANT	Denmark	Registered	09/11/1990	VA 006903 1990	VR 003632 1992	05/01/1992	9
GIANT	European Union	Registered	07/02/2019	18090154	18090154	12/11/2019	38
GIANT	European Union	Registered	10/07/2014	13336839	13336839	04/05/2016	9, 38, 41
GIANT	Finland	Registered	09/10/1990	199004589	123192	11/20/1992	9
GIANT	France	Registered	09/11/1990	236422	1614684	09/11/1990	9
GIANT	Germany	Registered	09/11/1990	G 38512	1191004	10/27/1994	9
GIANT	Greece	Registered	10/08/1990	101017	101017	07/17/1994	9
GIANT	Hong Kong	Registered	03/13/1990	2001B00301	2001B00301	01/08/2001	9
GIANT	Ireland	Registered	09/10/1990	141440	141440	03/13/1990	9
GIANT	Italy	Registered	09/12/1990	RM1990C041572	362020000088489	06/11/1993	9
GIANT	Malaysia	Registered	09/26/1990	90006366	90006366	09/26/1990	9
GIANT	Mexico	Registered	09/10/1990	95805	469547	08/15/1994	9
GIANT	New Zealand	Registered	09/12/1990	204739	204739	10/26/1995	9
GIANT	Norway	Registered	09/11/1990	199004586	151482	07/16/1992	9
GIANT	Portugal	Registered	09/12/1990	267334 MNA	267334 MNA	12/21/1992	9
GIANT	Puerto Rico	Registered	10/06/1993	18391	33571	10/06/1993	9

GIANT	Singapore	Registered	09/22/1990	S6597/90	T9006597G	09/22/1990	9
GIANT	South Africa	Registered	09/10/1990	1990/07777	1990/07777	11/08/1993	9
GIANT	South Korea	Registered	09/13/1990	40-1990-0027526	4002369040000	05/01/1992	9
GIANT	Spain	Registered	09/12/1990	1587911	1587911 M9	06/17/1994	9
GIANT	Switzerland	Registered	09/10/1990	6617/1990	P-384405	07/09/1991	9
GIANT	Taiwan	Registered	10/20/1990	079045809	00528018	07/01/1991	9
GIANT	Thailand	Registered	10/08/1990	434292	126904	07/01/1991	9
GIANT	United Kingdom	Registered	09/03/1990	1438470	1438470	02/25/1994	9
GIANT	United Kingdom	Registered	10/07/2014	UK00913336839	UK00913336839	04/05/2016	9, 38, 41
GIANT	United Kingdom	Registered	07/02/2019	UK00918090154	UK00918090154	12/11/2019	38
GIANT	United States	Registered	03/13/1990	74037873	1706315	08/11/1992	9
GIANT (and design) 	United States	Registered	06/30/1998	75511128	2283035	10/05/1999	9