

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790865

<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>
Orange Coast Magazine, LLC		02/28/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Engine Vision Fund I, LLC		
<b>Street Address:</b>	644 South Figueroa Street		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5480395	DESIGNOC	
<b>Registration Number:</b>	5544337	ORANGE COAST	
<b>Registration Number:</b>	5534752	PASADENA	
<b>Registration Number:</b>	5614711	PREMIEREOC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3109793445		
<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>	310-979-3444		
<b>Email:</b>	cgross@law-ip.com		
<b>Correspondent Name:</b>	Clark D. Gross		
<b>Address Line 1:</b>	1800 Century Park East		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Clark D. Gross		
<b>SIGNATURE:</b>	/clark gross/		
<b>DATE SIGNED:</b>	03/01/2023		
<b>Total Attachments: 3</b>			
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## CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment ("**Trademark Assignment**"), is made by and between Orange Coast Magazine, LLC, a California LLC ("**Assignor**"), located at 644 South Figueroa Street, Los Angeles, CA 90017, and Engine Vision Fund I, LLC, a Delaware LLC ("**Assignee**"), located at 644 South Figueroa Street, Los Angeles, CA 90017.

Whereas, Assignor was the owner of the entire right, title and interest in and to the trademarks and the applications and registrations thereupon listed in Schedule "A" (attached hereto and incorporated by reference herein), referred to as the "**OC Marks**" in this Trademark Assignment, and Assignee acquired all assets of Assignor including without limitation the OC Marks; and

Whereas, Assignor executes this Trademark Assignment to memorialize the transfer of ownership of the OC Marks and other assets to Assignee.

NOW THEREFORE, Assignor confirms the following.

I. Assignment.

- A. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor confirms that it has irrevocably conveyed, transferred and assigned to Assignee all of Assignor's right, title and interest in and to:
1. The OC Marks, together with the goodwill of the business connected with the use of and symbolized by the OC Marks, and all applications and registrations therefore worldwide;
  2. All trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications (subject to the limitations provided in §I-B hereof), issuances, extensions and renewals of such registrations and applications, and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;
  3. All licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party;
  4. 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;
  5. All rights of any kind whatsoever of Assignor accruing under any of the

foregoing provided by any applicable law of any jurisdiction throughout the world;

6. 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, and keep any such damages and relief without accounting to Assignor; and
  7. All other assets of Assignor and Assignor's business, including without limitation, that portion of the business to which such trademarks pertain, such business being ongoing and existing now and at the time of transfer.
- B. Only with respect to United States intent-to-use trademark applications, if the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, Assignor shall be deemed to have granted Assignee a license, free of additional cost, to use the intent-to-use trademark(s) (subject to quality requirements and approval of Assignor) until such time as a transfer of said applications may properly be made, at which time the transfer shall become effective.

## II. Recordation and Further Actions

Assignor authorizes the United States Patent & Trademark Office and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor agrees to execute any and all additional documents and take all other further actions as reasonably requested by Assignee to transfer to Assignee ownership of the foregoing (including without limitation the OC Marks) and to perfect and enforce Assignee's ownership rights in same. Should Assignor be unable or unwilling to execute such documents or take such actions, Assignor hereby irrevocably appoints Assignee as Assignor's agent to execute such documents and take such actions in Assignor's name and on Assignor's behalf.

IN WITNESS WHEREOF and in agreement with the above, Assignor has duly executed and delivered this Confirmatory Trademark Assignment as of the date below written.

**Orange Coast Magazine, LLC**

  
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By: Christopher Hannan, CEO

Dated: 2/28/23

# Schedule “A”

## United States Trademark Registrations

<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>TRADEMARK</b>
87653860	5480395	DESIGNOC
87652272	5544337	ORANGE COAST
87735660	5534752	PASADENA
87653833	5614711	PREMIEREOC