

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mine O'Mine, LLC		02/10/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ABG-Shaq Entertainment LLC		
Street Address:	1411 Broadway, 21st Fl.		
Internal Address:	Authentic Brands Group LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	90651809	DIESEL DOG MAFIA	
Serial Number:	90651891	DIESEL DOG MAFIA	
Serial Number:	90651912	DIESEL DOG MAFIA	
Serial Number:	90652005	DIESEL DOG MAFIA	
Serial Number:	90652019	DJ DIESEL	
Serial Number:	90652053	DJ DIESEL	
Serial Number:	90652071	DJ DIESEL	
Serial Number:	97017917	THE WORLD IS MINE	
Serial Number:	97017929	THE WORLD IS MINE	
Serial Number:	97017904	THE WORLD IS MINE	
Serial Number:	97017824	TWISM	
Serial Number:	97017846	TWISM	
Serial Number:	97017808	TWISM	
Serial Number:	97017883	TWISM RECORDS	
Serial Number:	97017892	TWISM RECORDS	
Serial Number:	97017867	TWISM RECORDS	
CORRESPONDENCE DATA			

OP \$415.00 90651809

Fax Number:

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.

Phone: 6464909839
Email: trademark@authentic.com
Correspondent Name: Bridgette Fitzpatrick
Address Line 1: 1411 Broadway, 21st Fl.
Address Line 2: Authentic Brands Group LLC
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Bridgette Fitzpatrick
SIGNATURE:	/Bridgette Fitzpatrick/
DATE SIGNED:	04/12/2023

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of February 10, 2023 by and between Mine O'Mine, LLC, a Nevada limited liability company ("Assignor") and ABG-Shaq Entertainment, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Membership Interest Purchase Agreement dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, effective as of the Closing Date, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to all Company Intellectual Property Rights (as such term is defined in the Purchase Agreement), on the terms set forth in the Purchase Agreement;

WHEREAS, the Company Intellectual Property Rights include the trademarks and service mark registrations and applications for registration identified on the attached Schedule A (the "Assigned Trademarks"); and

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks identified on Schedule A, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns (a) all of Assignor's worldwide right, title and interest in and to the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the Closing Date and on the terms set forth in the Purchase Agreement; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the Closing Date or thereafter in respect of any of the foregoing and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the Closing Date and on the terms set forth in the Purchase Agreement.

3. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks.

4. Other Provisions. Sections 9.02 (Notices), 9.03 (Counterparts), 9.04 (Amendment of Agreement), 9.05 (Successors and Assigns; Assignability; Parties In Interest), 9.06 (Governing Law), 9.12 (Dispute Resolution; Submission to Jurisdiction), and 9.15 (Interpretation) of the Purchase Agreement are hereby incorporated by reference into this Agreement and the provisions of such Sections shall be applied, *mutatis mutandis*, to this Agreement.

5. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

6. Further Assurances. Without further consideration, at Assignee's reasonable request, Assignor agrees to execute and deliver such other documents and to take such other actions as the Assignee may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as may be necessary to effectuate, confirm and/or record the assignment in the Assigned Trademarks granted herein to Assignee with any applicable government entity.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

CONTRIBUTORS:

Address for Notices for Mine O' Mine:

Mine O' Mine, LLC

c/o Boulevard Management
21731 Ventura Boulevard, Suite 300
Woodland Hills, CA 91364
Attention: Lester Knispel
Email: lester@blvdmgmt.com

By: Shaquille O'Neal
Name: Shaquille O'Neal
Title: President

Address for Notices for Shaquille O'Neal:

c/o Boulevard Management
21731 Ventura Boulevard, Suite 300
Woodland Hills, CA 91364
Attention: Lester Knispel
Email: lester@blvdmgmt.com

Shaquille O'Neal
Shaquille O'Neal

Address for Notices for Shaquille Trust:

Shaquille O'Neal Revocable Trust
u/t/d January 27, 1995

c/o Boulevard Management
21731 Ventura Boulevard, Suite 300
Woodland Hills, CA 91364
Attention: Lester Knispel
Email: lester@blvdmgmt.com

By: Shaquille O'Neal
Name: Shaquille O'Neal
Title: Trustee

In each case, with a copy, which shall not constitute notice, to each of:

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197
Attention: Benjamin S. Ross
Steve Tsoneff
Email: bross@gibsondunn.com
stsoneff@gibsondunn.com

Dennis A. Roach, a Professional Corporation
9200 Sunset Boulevard, Suite 525
Los Angeles, CA 90069
Attention: Dennis A. Roach
Email: dennis@roachlaw.net

COMPANY:

Address for Notices for EntertainCo:

c/o Authentic Brands Group LLC
1411 Broadway, 21st Floor
New York, New York 10018
Attention: Jay Dubiner
Email: jdubiner@authenticbrands.com

ABG-Shaq Entertainment, LLC
by Mine O' Mine, LLC, its Manager

By: Shaquille O'Neal
Name: Shaquille O'Neal
Title: President

With a copy, which shall not constitute notice, to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attention: Paul F. Kukish
Email: paul.kukish@lw.com

SCHEDULE A

Assigned Trademarks

Trademark Name – Class	Application Number	Filing Date	Registration Number	Registration Date	Status
DIESEL DOG MAFIA - 16	90/651809	16-Apr-2021			Allowed
DIESEL DOG MAFIA - 41	90/651891	16-Apr-2021			Published
DIESEL DOG MAFIA & Design - 16	90/651912	16-Apr-2021			Allowed
DIESEL DOG MAFIA & Design - 41	90/652005	16-Apr-2021			Published
DJ DIESEL - 16	90/652019	16-Apr-2021	6868922	11-Oct-2022	Registered Maint. due 10/11/2028
DJ DIESEL - 41	90/652053	16-Apr-2021			Published
DJ DIESEL Logo - 16	90/652071	16-Apr-2021	6875119	18-Oct-2022	Registered Maint. due 10/18/2028
THE WORLD IS MINE - 25	97/017917	08-Sep-2021			Allowed
THE WORLD IS MINE - 41	97/017929	08-Sep-2021			Allowed
THE WORLD IS MINE - 9	97/017904	08-Sep-2021			Allowed
TWISM - 25	97/017824	08-Sep-2021			Allowed
TWISM - 41	97/017846	08-Sep-2021			Allowed
TWISM - 9	97/017808	08-Sep-2021			Allowed

Trademark Name – Class	Application Number	Filing Date	Registration Number	Registration Date	Status
TWISM RECORDS - 25	97/017883	08-Sep-2021			Allowed
TWISM RECORDS - 41	97/017892	08-Sep-2021			Allowed
TWISM RECORDS – 9	97/017867	08-Sep-2021			Allowed