

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM807953

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignment document previously recorded on Reel 007988 Frame 0872. Assignor(s) hereby confirms the assignment of entire interest and goodwill.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orange Coast Magazine, LLC		03/31/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Engine Vision Fund I, LLC		
Street Address:	644 South Figueroa Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5480395	DESIGNOC	
Registration Number:	5544337	ORANGE COAST	
Registration Number:	5534752	PASADENA	
Registration Number:	5614711	PREMIEREOC	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	310-979-3444		
Email:	cgross@law-ip.com		
Correspondent Name:	Clark D. Gross		
Address Line 1:	1800 Century Park East		
Address Line 2:	Suite 600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	8054-100-OC		
NAME OF SUBMITTER:	Clark D. Gross		
SIGNATURE:	/clark gross/		
DATE SIGNED:	05/04/2023		

Total Attachments: 7

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orange Coast Magazine, LLC		02/28/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Engine Vision Fund I, LLC		
Street Address:	644 South Figueroa Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5480395	DESIGNOC	
Registration Number:	5544337	ORANGE COAST	
Registration Number:	5534752	PASADENA	
Registration Number:	5614711	PREMIEREOC	
CORRESPONDENCE DATA			

Fax Number: 3109793445
Phone: 310-979-3444
Email: cgross@law-ip.com

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.

Correspondent Name: Clark D. Gross
Address Line 1: 1800 Century Park East
Address Line 2: Suite 600
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Clark D. Gross
Signature:	/clark gross/
Date:	03/01/2023

Total Attachments: 3
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RECEIPT INFORMATION

ETAS ID: TM790865
Receipt Date: 03/01/2023
Fee Amount: \$115

CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment ("**Confirmatory Assignment**"), is made by and between Los Angeles Magazine, LLC (a California LLC) and Orange Coast Magazine, LLC (a California LLC) who are collectively referred to herein as "**Assignors**" (both located at 644 South Figueroa Street, Los Angeles, CA 90017), on the one hand, and Engine Vision Fund I, LLC, a Delaware LLC ("**Assignee**"), located at 644 South Figueroa Street, Los Angeles, CA 90017, on the other hand.

Whereas, Los Angeles Magazine, LLC 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), and Orange Coast Magazine, LLC was the owner of the entire right, title and interest in and to the trademarks and the applications and registrations thereupon listed in Schedule "B" (attached hereto and incorporated by reference herein), with the trademarks and the applications and registrations thereupon listed in Schedules "A" and "B" collectively referred to as "**The Marks**" in this Confirmatory Assignment; and

Whereas, Assignor executes this Confirmatory Assignment to memorialize the transfer of ownership of The 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, Assignors confirm that they have irrevocably conveyed, transferred and assigned to Assignee all of Assignors' respective right, title and interest in and to:
1. The Marks, together with the goodwill of the businesses connected with the use of and symbolized by The 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 Assignors, 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 Assignors to any third party(ies);
 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 Assignors 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 Assignors; and
 7. That portion of Assignors respective businesses to which such trademarks pertain, such businesses being ongoing and existing 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, Assignors 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 Assignors) 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

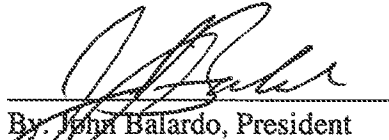
Assignor authorizes the United States Patent & Trademark Office and any other national, federal and state government officials to record and register this Confirmatory Assignment upon request by Assignee. Assignors agree to execute any and all additional documents and take all other further actions as reasonably requested by Assignee to transfer to Assignee ownership of the foregoing (including without limitation The Marks) and to perfect and enforce Assignee's ownership rights in same, at no expense to Assignors. Should Assignors be unable or unwilling to execute such documents or take such actions, Assignors hereby irrevocably appoint Assignee as Assignors' agent to execute such documents and take such actions in Assignors' names and on Assignors' behalf.

III. Purchase Agreement Controls.

The Assignment of Trademarks which is confirmed by this Confirmatory Assignment was made pursuant to that certain Purchase Agreement dated December 5, 2022, by and between the Parties hereto and is subject to the terms thereof. In the event of a conflict between the terms of the Assignment of Trademarks, this Confirmatory Assignment, and/or the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

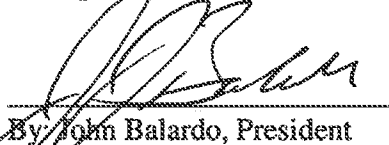
IN WITNESS WHEREOF and in agreement with the above, Assignors have duly executed and delivered this Confirmatory Assignment as of the date below written.

Los Angeles Magazine, LLC


By: John Balardo, President

Dated: 3/31/23

Orange Coast Magazine, LLC


By: John Balardo, President

Dated: 3/31/23

Schedule "A"

United States Trademark Applications

SERIAL NO.	TRADEMARK
90486671	ASK CHRIS
97302560	LET'S GO LA
97299083	ORANGE COAST WHISKEY FESTIVAL
97299059	LOS ANGELES WHISKEY FESTIVAL
97299088	PASADENA WHISKEY FESTIVAL
90642220	SOCAL DESIGN

United States Trademark Registrations

SERIAL NO.	REG. NO.	TRADEMARK
86797463	5174159	52 GREAT WEEKENDS
87776561	5589230	BEST OF LA
74276048	1835407	BEST OF LA
86257360	4694736	BEST OF LA
78174212	2864807	BUZZ
75347846	2257898	LA MAGAZINE
75000666	2009987	LOS ANGELES
77055189	3282211	LOS ANGELES
78434911	3099113	LOS ANGELES WEDDINGS
86451825	4789096	SECRET L.A.
86389411	4887062	SECRET L.A.

California Trademark Registrations

REG. NO.	TRADEMARK
114394	ASK CHRIS
67057	ASK CHRIS

Schedule "B"

United States Trademark Registrations

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

CONFIRMATORY TRADEMARK ASSIGNMENT BY LOS ANGELES MAGAZINE, LLC & ORANGE COAST MAGAZINE, LLC
TO ENGINE VISION FUND, LLC

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