

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM829955

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| Edwards Theatres, Inc.  |  | 07/31/2023            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | New RCI Holdings, Inc.                             |                       |                       |
| <b>Street Address:</b>  | 101 E Blount Ave                                   |                       |                       |
| <b>Internal Address:</b>  | Ste 100  |                       |                       |
| <b>City:</b>  | Knoxville  |                       |                       |
| <b>State/Country:</b>   | TENNESSEE  |                       |                       |
| <b>Postal Code:</b>   | 37920  |                       |                       |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 2284802  | E                     |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 3128622200   |                       |                       |
| <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>   | 3128622000   |                       |                       |
| <b>Email:</b>   | rob.soneson@kirkland.com                           |                       |                       |
| <b>Correspondent Name:</b>  | Rob Soneson  |                       |                       |
| <b>Address Line 1:</b>  | 300 N LaSalle                                      |                       |                       |
| <b>Address Line 2:</b>  | Kirkland & Ellis LLP                               |                       |                       |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60654                            |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 49689-7  |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Rob Soneson  |                       |                       |
| <b>SIGNATURE:</b>   | /rsoneson/   |                       |                       |
| <b>DATE SIGNED:</b>   | 08/07/2023   |                       |                       |
| <b>Total Attachments: 6</b>   |  |                       |                       |
| source=IP Assignment Agreement - Edwards Theatres to New RCI Holdings (KE Draft 7.27#page1.tif  |  |                       |                       |
| source=IP Assignment Agreement - Edwards Theatres to New RCI Holdings (KE Draft 7.27#page2.tif  |  |                       |                       |
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of July 31, 2023 (“Effective Date”) (this “Assignment”), is entered into by and between Edwards Theatres, Inc., a corporation organized under the laws of the state of Delaware (“Assignor”), and New RCI Holdings, Inc., a corporation organized under the laws of the state of Delaware (“Assignee”). Assignor and Assignee are each a “Party”, and together, the “Parties”.

**WHEREAS**, in connection with certain internal reorganizations, Assignor wishes to assign the Assigned IP (as defined below), and Assignee wishes to accept the assignment of the Assigned IP.

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

1. **Assignment**. Effective as of the Effective Date, Assignor hereby irrevocably transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s worldwide right, title and interest in, to and under all intellectual property and other equivalent proprietary rights (whether under applicable law, international treaty or convention, or otherwise) anywhere in the world, including:
  - (a) any and all (i) patents and patent applications (including provisionals, continuations, continuations-in-part, divisions, reissues and reexaminations thereof); (ii) trademarks, trade names, logos, trade dress, and other indicia of source or origin (whether registered or unregistered), in each case, together with all goodwill connected with the use thereof and symbolized thereby; (iii) domain names; (iv) copyrights, works of authorship (whether registered or unregistered) and moral rights (to the extent assignable); (v) trade secrets, know-how, inventions (whether patentable or unpatentable), and proprietary and confidential information (including systems, methods and processes); (vi) computer software, programs, firmware, middleware, and implementations of algorithms, models and methodologies (including operating systems, platforms, applications, modules, interfaces, higher level or “proprietary” languages, libraries and development tools) that Assignor created, invented, conceived, developed or acquired, in each case, in source code, object code or any other form, including any and all (A) related data, data compilations and databases in any form, (B) versions, updates, upgrades, releases and modifications of the foregoing, and (C) related documentation (including specifications, manuals, diagrams, flow charts, data models, and developer notes, comments and annotations); (vii) database rights; and (viii) registrations, issuances, extensions, renewals, applications for registration and the right to apply for registration of any of the foregoing, including all such registered intellectual property as set forth in Exhibit A; and (ix) tangible embodiments of the foregoing, in whatever form or medium;
  - (b) any and all causes of action and claims with respect thereto, whether accruing before, on, or after the Effective Date, and the right to seek remedies (including injunctive and other legal and equitable relief) and damages for any past, present, or future infringement, misappropriation, dilution, or other violation thereof;

- (c) any and all proceeds, income, revenues, and royalties with respect thereto, and all rights thereto, whether accruing before or on the Effective Date (to the extent unpaid as of the Effective Date) or after the Effective Date;
- (d) the goodwill of the Assignor appurtenant thereto; and
- (e) the right to prosecute, register, maintain and defend the any intellectual property assigned in this Section 1 before any public or private agency, office or registrar,

(collectively, the "Assigned IP")

2. **Recordation**. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, and any official of any other jurisdiction or organization corresponding thereto (including whose duty it is to issue any applicable intellectual property or any legal equivalent thereof), to record and register this Assignment, and the Assignee as the assignee and owner of all of Assignors' right, title and interest in, to and under the Assigned IP.
3. **Domain Name Registrants**. On the Effective Date, Assignor shall provide the Assignee with all relevant information required for Assignee to update the registrant information of all domain names included in the Assigned IP, and to transfer control of such domain names to Assignee.
4. **Integration**. This Assignment sets forth the entire agreement and understandings of the Parties hereto with respect to this transaction, and this Assignment supersedes and nullifies all prior agreements and understandings between the Parties with respect to such subject matter, whether written or oral.
5. **Relationship of Parties**. Each Party is an independent contractor for each other Party and the relationship between each Party will not constitute, and this Assignment does not create, a partnership, joint venture, agency, or similar relationship between the Parties.
6. **Authority**. No Party has, by nature of this Assignment, any authority to make any statements, representations, or commitments of any kind, or to take any action binding on another Party, without the prior consent of such other Party.
7. **Further Assurances**. Assignor shall execute and deliver such further documents, instruments and conveyances, and take such further actions, as may be reasonably necessary or reasonably requested by Assignee to effectuate the intent of this Assignment and to provide Assignee, in all material respects, with the intended benefits of this Assignment, including the execution and delivery of any and all assignments, affidavits, declarations, oaths, powers of attorney or other documentation to effect, evidence or perfect this assignment of the Assigned IP to Assignee. Notwithstanding Section 6 of this Assignment, Assignor hereby irrevocably grants to Assignee power of attorney to execute and deliver any such documents, instruments and conveyances on Assignee's behalf and in its name, and to take such further actions.
8. **Successor and Assigns; Severability**. This Assignment will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. In the event that any provision of this Assignment is held invalid, illegal or unenforceable in any

respect under any applicable law, the validity, legality and enforceability of any other provision hereof will not in any way be affected or impaired.

9. **Amendment; Interpretation.** This Assignment may not be amended, or any rights hereunder waived, except by an instrument in writing executed by each of the Parties. For purposes of this Assignment: (a) the words “include” and “including” are deemed to be followed by the words “without limitation”; and (b) the word “or” is not exclusive and shall mean “and/or”.
10. **Waiver.** No waiver by a Party of a breach of or obligation under this Assignment will constitute a waiver of any other or subsequent breach or obligation.
11. **Counterparts.** This Assignment may be executed in counterparts, including by facsimile or PDF, each of which will be deemed an original and together will constitute one agreement binding on both Parties. Transmission by electronic mail of an executed counterpart of this Assignment will be deemed to constitute due and sufficient delivery of such counterpart. The Parties hereby agree that electronic signatures permitted under applicable law will be of the same force and effect as manual signatures.
12. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed on their behalf as of the Effective Date.

**ASSIGNOR**

EDWARDS THEATRES, INC.

By: 

Name: Tal Soudry

Title: President, Chief Financial Officer and Treasurer

*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 008158 FRAME: 0118**

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed on their behalf as of the Effective Date.

**ASSIGNEE**

NEW RCI HOLDINGS, INC.

By: 

Name: Tal Soudry

Title: President and Treasurer


*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 008158 FRAME: 0119**

**EXHIBIT A**

**Assigned IP**

**U.S. Trademarks and Trademark Applications**

| <u>Grantor</u>         | <u>Mark</u>   | <u>Status</u> | <u>Reg. Date</u> | <u>Reg. No.</u> |
|------------------------|---|---------------|------------------|-----------------|
| Edwards Theatres, Inc. | E (& Design)<br> | Renewed       | October 12, 1999 | 2,284,802       |

*[Exhibit A to Intellectual Property Assignment Agreement]*