900799596 09/12/2023

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM838605

| SUBMISSION TYPE: | RESUBMISSION | |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |
| RESUBMIT DOCUMENT ID: | 900779923 | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|---------------------|
| JoAnna Michelle Music, Inc. | | 06/09/2023 | Corporation: KANSAS |

RECEIVING PARTY DATA

| Name: | JoAnna Michelle Pistotnik | |
|-----------------|---------------------------|--|
| Street Address: | 500 Flamingo Drive | |
| City: | Ft. Lauderdale | |
| State/Country: | FLORIDA | |
| Postal Code: | 33301 | |
| Entity Type: | INDIVIDUAL: UNITED STATES | |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 5442163 | TWIN ANGEL RECORDS |
| Registration Number: | 5442165 | TWIN ANGEL RECORDS |

CORRESPONDENCE DATA

Fax Number: 3162671754

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: 316-267-7361

Email: kmeyerhoff@fleeson.com

Correspondent Name: Kent A Meyerhoff
Address Line 1: 301 N Main #1900

Address Line 4: Wichita, KANSAS 67202

| IAME OF SUBMITTER: Kent A. Meyerhoff | |
|--------------------------------------|--------------------|
| SIGNATURE: | /Kent A Meyerhoff/ |
| DATE SIGNED: | 09/12/2023 |

Total Attachments: 4

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> TRADEMARK REEL: 008194 FRAME: 0927

900799596

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):
 - (a) the trademarks and trademark registrations and applications set forth on Exhibit "A" hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business(es) connected with the use of, and symbolized by, the Trademarks;
 - (b) the copyright rights and registrations set forth on Exhibit "B" hereto and all issuances, extensions, and renewals thereof (the "Copyrights");
 - (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (d) 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; and
 - (e) 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, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes and directs the Commissioner for Patents and Trademarks at the United States Patent and Trademark Office, the Register of Copyrights at the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as Assignee deems necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
- 3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee, and their respective successors and assigns.

[Signature appears on next page.]

TRADEMARK REEL: 008194 FRAME: 0928

Pistotnik, President

JOANNA MICHELLE MUSIC, INC.

By.

TRADEMARK REEL: 008194 FRAME: 0929

Exhibit "A"

Trademarks

| Mark | Serial Number | Registration Number |
|--------------------|---------------|---------------------|
| ANGEL | 87462431 | 5442163 |
| TWIN ANGEL RECORDS | 87462445 | 5442165 |

TRADEMARK REEL: 008194 FRAME: 0930

Exhibit "B"

Copyrights

| Title of Work | Registration Number |
|-----------------------|--------------------------------|
| She's Suspect | SRu 1-314-840 SRu 1-342-366 |
| Blaze the Dance Floor | SRu 1-319-908 |

TRADEMARK REEL: 008194 FRAME: 0931

RECORDED: 06/16/2023