

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841076

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| VERTIGO MEDIA, INC.   |  | 08/15/2023            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | SGPH, LLC  |                       |                       |
| <b>Street Address:</b>  | 610 W ROOSEVELT RD                                 |                       |                       |
| <b>Internal Address:</b>  | STE A2   |                       |                       |
| <b>City:</b>  | WHEATON  |                       |                       |
| <b>State/Country:</b>   | ILLINOIS   |                       |                       |
| <b>Postal Code:</b>   | 60187  |                       |                       |
| <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>   | 5612175  | STAY DIZZY            |                       |
| <b>Registration Number:</b>   | 5205331  | VERTIGO V             |                       |
| <b>Registration Number:</b>   | 5205330  | VERTIGO               |                       |
| <b>Registration Number:</b>   | 4415984  | UPFRONT               |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 8478367096   |                       |                       |
| <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>   | 6308180946   |                       |                       |
| <b>Email:</b>   | chrisscottlaw@comcast.net                          |                       |                       |
| <b>Correspondent Name:</b>  | Christopher J Scott                                |                       |                       |
| <b>Address Line 1:</b>  | 724 South Street                                   |                       |                       |
| <b>Address Line 2:</b>  | P.O. Box 1046                                      |                       |                       |
| <b>Address Line 4:</b>  | West Dundee, ILLINOIS 60118                        |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | CHRISTOPHER J. SCOTT                               |                       |                       |
| <b>SIGNATURE:</b>   | /CHRISTOPHER J. SCOTT/                             |                       |                       |
| <b>DATE SIGNED:</b>   | 09/21/2023   |                       |                       |
| <b>Total Attachments: 4</b>   |  |                       |                       |

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made and entered into as of August 15, 2023, by and between **Vertigo Media, Inc.**, a Delaware corporation ("Assignor"), and **SGPH, LLC**, a Delaware limited liability company having a place of business at 610 W Roosevelt Rd., Ste A2, Wheaton, IL 60187 ("Assignee").

Assignor and Assignee hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest, if any, in and to the registered U.S. Trademark applications and registrations set forth in Schedule 1 hereto (the "Marks"), together with any applications and/or registrations thereof, and the goodwill of the business symbolized thereby, including all common law rights and all claims for damages by reason of past and future infringements of the Marks, with the right to sue and collect therefore, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title, and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the sale, assignment, grant, conveyance, transfer, and delivery in this Trademark Assignment not been made.

2. Parties Bound. This Trademark Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, 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 may be necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

4. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

5. Counterparts. This Trademark Assignment may be executed in counterparts and delivered by facsimile, portable document format (.pdf) transmission, or other electronic format, each of which shall be deemed an original, and all of which taken together shall constitute one and the same assignment.

*[Remainder of Page Intentionally Left Blank – Signature Page to Follow]*

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed as of the date first set forth above.

Assignor:

Vertigo Media, Inc.  
(a Delaware corporation)

By: *Molly Tarr*

Name: Molly Tarr

Title: Secretary and Treasurer

STATE OF Florida )

) ss.

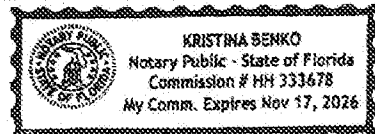
COUNTY OF Volusia )

On this 15<sup>th</sup> day of August, 2023, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared Molly Tarr, the Secretary and Treasurer of Vertigo Media, Inc., a Delaware corporation, to me know to be the person who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and the free act and deed of said corporation.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

*Kristina Benko*

My Commission Expires: Nov, 17, 2026



[Signatures/Acknowledgements Continue on Following Page]

Assignee:

SGPH, LLC

By: Union Tribute Capital, LLC  
Its: Sole Member

By: Benjamin Bowen  
Name: Benjamin Bowen  
Title: Director

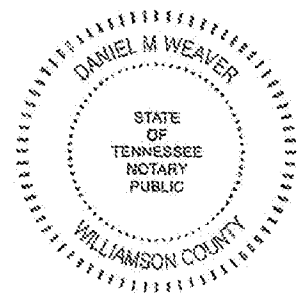
STATE OF Tennessee )  
  ) ss.  
COUNTY OF Williamson )

On this 21 day of August, 2023, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared Benjamin Bowen, a Director of Union Tribute Capital, LLC, a Delaware limited liability company and the sole member of SGPH, LLC, a Delaware limited liability company, to me know to be the person who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and the free act and deed of said company.


In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written


[Signature]

My Commission Expires: March 4, 2024



Schedule 1

| U.S. Trademark Applications and Registrations  |                  |               |                     |                   |
|--|------------------|---------------|---------------------|-------------------|
| Trademark  | Filing Date      | Serial Number | Registration Number | Registration Date |
| STAY DIZZY   | April 20, 2015   | 86603401      | 5612175             | November 20, 2018 |
| <b>vertigo</b>  | January 28, 2015 | 86516873      | 5205331             | May 16, 2017      |
| VERTIGO  | January 28, 2015 | 86516871      | 5205330             | May 16, 2017      |
| UPFRONT  | October 26, 2012 | 85764738      | 4415984             | October 8, 2013   |

| Non-U.S. Trademark Applications and Registrations  |  |                                 |                                   |                   |
|--|--|---------------------------------|-----------------------------------|-------------------|
| Trademark  | Countries  | Basic Application Serial Number | International Registration Number | Registration Date |
| <b>vertigo</b>  | Australia<br>European Union<br>Japan<br>Republic of Korea          | US 86516873                     | 1270119                           | July 27, 2015     |
| VERTIGO  | Australia<br>European Union<br>Japan<br>Republic of Korea<br>Japan | US 86516871                     | 1262961                           | July 27, 2015     |