

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843566

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900803291		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
"A" Side Music LLC		05/15/2023	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Red Brick Songs Inc.		
Street Address:	249 Lawrence Ave East		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M4N 1T5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85504215	MODERN WORKS MUSIC PUBLISHING	
CORRESPONDENCE DATA			
Fax Number:	3122630798		
<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:	312-696-1221		
Email:	baberneman@gct.law		
Correspondent Name:	Beverly A. Berneman		
Address Line 1:	70 West Madison		
Address Line 2:	Suite 1500		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	9812.002		
NAME OF SUBMITTER:	Beverly A. Berneman		
SIGNATURE:	/Beverly A. Berneman/		
DATE SIGNED:	10/04/2023		
Total Attachments: 5			
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Trademark and Other Intangible Property Assignment

This Trademark Assignment (“**Assignment**”) is by and between Assignor, **A Side Music, LLC d/b/a Modern Works Music Publishing (“A Side Music”)**, a limited liability company, and Assignee, **Red Brick Songs Inc. (“Red Brick Songs”)**, a corporation incorporated under the laws of the Province of Ontario, within the Country of Canada, as of May 15, 2023 (the “**Effective Date**”). The parties are sometimes individually referred to as a “Party” or collectively referred to as the “Parties.”

WHEREAS, A Side Music is the owner of the certain trademarks and other intangible property rights more fully set forth on **Schedule 1** (the “**Assigned Assets**”); and

WHEREAS, A Side Music and Red Brick Songs entered into a Sale Agreement (“**Agreement**”) entered into by the Parties on May 15, 2023, which provides, *inter alia*, for the transfer of the Assigned Assets.

WHEREAS, A Side Music and Red Brick Songs entered into a Consulting Agreement (the “**Consulting Agreement**”) on May 15, 2023, which provides for the provision of go-forward consulting services;

NOW THEREFORE, in consideration of the mutual covenants and Assignments set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, A Side Music hereby irrevocably conveys, transfers, and assigns to Red Brick Songs, and Red Brick Songs hereby accepts, all of A Side Music's right, title, and interest in and to the Assigned Assets as specifically set out in Schedule 1, including:

a. To the extent that the Assigned Assets include trademarks, whether they be federally registered or at common law, this Assignment includes the assignment of all right title and interest thereto and the good will associated therewith; all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by the trademarks in the Assigned Assets;

b. All rights of any kind whatsoever of A Side Music accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world with respect to the Assigned Assets;

c. All internet domain name registrations and social media account or user names (including "handles") incorporating any Assigned Assets or any acronym, abbreviation, or component thereof, including the domain names and social media accounts listed and all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto;

d. All licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the Assigned Assets;

e. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Assets; and

f. Any and all claims and causes of action with respect to the Assigned Assets, 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 legal and equitable relief and to collect, or otherwise recover, any damages.

2. **Consulting Services.** Red Brick grants A Side Music a limited, nonexclusive license to use "Modern Works Music Publishing" strictly in conjunction with its Services (as defined in the Consulting Agreement), and any such use after the Effective Date will not be deemed a breach of this assignment or any other agreement between the parties during the Consulting Term (as defined in the Consulting Agreement).

3. **Recordation and Further Actions.** A Side Music hereby authorizes the USPTO to record and register this Assignment upon request by Red Brick Songs. Following the Effective Date, upon Red Brick Songs's reasonable request, A Side Music shall take steps and actions, and provide cooperation and assistance to Red Brick Songs and their nominees, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Assets to Red Brick Songs, or any of their nominees, assignee or successor, at Red Brick's sole expense.

4. **Authorization.** Red Brick Songs hereby appoints Beverly A. Berneman and all other attorneys of Golan Christie Taglia LLP, members of the Bar of the State of Illinois, attorneys at law, as its attorneys in fact to enter their appearance on behalf of A Side Music for the limited purpose to take all steps necessary to record this assignment with the USPTO.

5. **Consideration.** As consideration for this Assignment shall be the mutual covenants entered into by and between Red Brick Songs and A Side Music in the Agreement.

6. **Representations and Warranties of A Side Music.** A Side Music represents and warrants to Red Brick Songs that the statements contained in this Section 6 are true and correct as of the Effective Date. For purposes of this Section 6, "A Side Music's knowledge," "knowledge of A Side Music," and similar phrases shall mean the actual or constructive knowledge of any director or officer of A Side Music:

a. *Authority of A Side Music, Enforceability.* A Side Music has the full right, power, and authority to enter into this Assignment and perform its obligations hereunder.

b. *Ownership.* A Side Music owns all right, title, and interest in and to the Assigned Assets, free and clear of liens, security interests, and other encumbrances.

c. *Registrations and Applications.* Schedule 1 contains a correct, current and complete list of all trademarks owned by or licensed to A Side Music in the Assigned Assets. A Side Music has provided Red Brick Songs with true and complete copies of all documents, certificates, correspondence, and other materials related to the Assigned Assets.

d. *Validity and Enforceability.* To A Side Music's knowledge, the Assigned Assets are valid, subsisting, and enforceable by A Side Music in all applicable jurisdictions, and are not subject to any pending or, to A Side Music's knowledge, threatened challenge or claim to the contrary. No event or circumstance (including any failure to exercise adequate quality control or any assignment in gross without the accompanying goodwill) has occurred or exists that has resulted in, or would reasonably be expected to result in, the abandonment of any Assigned Assets.

e. *Non-Infringement.* To A Side Music's knowledge, the registration, ownership, and exercise of the Assigned Assets by A Side Music has not and will not infringe or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law.

f. *Legal Actions.* There are no actions (including any opposition or cancellation proceedings) settled, pending, or, to A Side Music's knowledge, threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Assigned Assets, (ii) challenging the validity, enforceability, registrability, or ownership of any Assigned Assets or A Side Music's rights with respect thereto, or (iii) by A Side Music or any third party alleging any infringement or other violation by any third party of any Assigned Assets.

7. **Miscellaneous.**

a. *Amendment.* This Assignment may be amended or modified in whole or in part by an Assignment in writing executed in the same manner as this Assignment and making specific references thereto.

b. *Severability.* In the event that any one or more of the provisions contained in this Assignment or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Assignment and any other application thereof shall not in any way be effected or impaired thereby; provided, however, that to the extent permitted by applicable law, any invalid, illegal, or unenforceable provisions may be considered for the purpose of determining the intent of the Parties in connection with the other provisions of this Assignment.

c. *Survival of Representations and Other Terms and Conditions.* The following terms and conditions shall continue in full force and effect following the Effective Date: Section 32 (Recordation), Section 66 (Representations and Warranties of A Side Music), and 7.d. (Law Governing and Jurisdiction).

d. *Law Governing and Jurisdiction.* This Assignment shall be construed and interpreted according to the laws of the State of Arizona. The Parties hereby agree that any suit, action, proceeding or claim arising out of or in any way relating to this Assignment, or any judgment entered by any court in respect thereof, shall be brought or enforced in the state or federal courts located in the State of Arizona.

e. *Headings and Definitions.* The headings in the sections of this Assignment are inserted for convenience only and in no way alter, amend, modify, limit or restrict the contractual obligations of the Parties.

f. Sale Agreement. If any provision of this assignment conflicts with the terms of the Agreement, then the terms of the Agreement will supersede, save and except for the choice of law which is governed by this assignment.

In Witness Whereof, the Parties have executed this Assignment on the date written below the signature.

Assignor:

DocuSigned by:

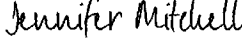


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A Side Music LLC d/b/a Modern Works
Music Publishing

Assignee:

DocuSigned by:



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Red Brick Songs Inc.

**Schedule 1
Assigned Assets**

Trademarks

Trademark	Registration Number	Registration Date	Class: Description	Date of First Use
MODERN WORKS MUSIC PUBLISHING	4286820	February 5, 2013	041: Music publishing services.	September 21, 2012