

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900799952		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSS-SOUTHERN HOLDINGS, LLC		08/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SANTIKOS THEATERS GAS, LLC		
Street Address:	4630 N Loop 1604 W. Suite 501		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78249		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4467868	GPX	
Registration Number:	3156341	THE GRAND THEATRE	
Registration Number:	4671365	SHARE THE LOVE	
Registration Number:	3782446	REEL REWARDS	
CORRESPONDENCE DATA			
Fax Number:	2108869883		
<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:	2108869500		
Email:	rmcrae@gunn-lee.com		
Correspondent Name:	Robert L McRae		
Address Line 1:	8023 Vantage Dr., Suite 1500		
Address Line 4:	San Antonio, TEXAS 78230		
ATTORNEY DOCKET NUMBER:	G-11738		
NAME OF SUBMITTER:	Robert L. McRae		
SIGNATURE:	/Robert L. McRae/		
DATE SIGNED:	11/13/2023		

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into this 3rd day of August, 2023 (the "Effective Date"), by VSS-Southern Holdings, LLC. ("Assignor"), a Delaware limited liability company with a principal address at 935 Gravier St. Ste. 1200 New Orleans, LA 70112, for the benefit of Santikos Theaters GAS, LLC, ("Assignee"), a Texas limited liability company with a principal address of 4630 N Loop 1604 W. Suite 501 San Antonio, TX 78249.

WHEREAS, Assignor is the owner of rights, title and interest in and to the trademarks registered and pending in the United States Patent and Trademark Office, registered and pending foreign trademark applications, and common law trademarks and service marks (collectively the "Marks") as listed on Schedule A hereto;

WHEREAS, Assignor and Assignee have agreed that Assignor shall sell, transfer, assign and set over unto Assignee the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee Assignor's entire right, title and interest (for all relevant countries) in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all rightful acts which may be reasonably necessary to secure and maintain protection on the Marks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the

Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, transfer and sale as may be necessary.

4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority thereto provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any convention.

6. All of the rights, title and interest in and to the Marks sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, except for the pre-existing licenses identified in the Purchase Agreement, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

7. If any portion of this Agreement is found to be contrary to law or ineffective, the remainder of the Agreement shall survive and be interpreted, to the maximum extent possible, for the purpose of carrying out the intent of the Assignor which is the full and complete transfer and assignment of all Assignor's Marks to Assignee.

[Signatures on Next Page]

Each of the parties has caused this Assignment to be duly executed on its behalf as of the day and year first above written.

ASSIGNOR:

VSS SOUTHERN HOLDINGS, LLC

By: 

Name: James W. Wood

Title: Chief Executive Officer and Chief Financial Officer

ASSIGNEE:


SANTIKOS THEATERS GAS, LLC

By: 

Name: Tim Handren

Title: Chief Executive Officer

SCHEDULE A
TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	Reg. No.	Reg. Date
GPX	4,467,868	Jan. 14, 2014
	3,156,341	Oct. 17, 2006
SHARE THE LOVE	4,671,365	Jan. 13, 2015
REEL REWARDS	3,782,446	Apr. 27, 2010