

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UMG Recordings, Inc.		10/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Otis Williams		
Street Address:	21731 Ventura Blvd., Suite 300		
Internal Address:	Boulevard Management		
City:	Woodland Hills		
State/Country:	CALIFORNIA		
Postal Code:	91364		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0879695	THE TEMPTATIONS	
Registration Number:	3104067	THE TEMPTATIONS	
CORRESPONDENCE DATA			
Fax Number:	3109145880		
<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:	310-312-4246		
Email:	ipdocket@manatt.com, rozen@manatt.com, jwood@manatt.com		
Correspondent Name:	Manatt, Phelps & Phillips, LLP		
Address Line 1:	2049 Century Park East, Suite 1700		
Address Line 2:	Attn: Jessica Wood		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	68045-002		
NAME OF SUBMITTER:	Jessica Wood		
SIGNATURE:	/Jessica Wood/		
DATE SIGNED:	11/22/2023		
Total Attachments: 3			
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source=THE TEMPTATIONS (IC-09, 41) - Trademark Assignment#page2.tif			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into and made effective as of the date of full execution (the "Effective Date") by and between UMG Recordings, Inc., a Delaware corporation with an address of 2220 Colorado Avenue, Santa Monica, CA 90404 ("Assignor"), and Otis Williams, an individual and U.S. citizen, with an address of Boulevard Management, 21731 Ventura Blvd., Suite 300 Woodland Hills, CA 91364 ("Assignee"). Assignor and Assignee are each a "Party," and collectively, the "Parties."

RECITALS

WHEREAS, Assignor is identified as the owner of record of trademark and/or service mark registrations for THE TEMPTATIONS including, without limitation, U.S. Registration Nos. 879695 and 3104067, E.U. Registration No. 004540175, and U.K. Registration No. UK00904540175 (collectively, the "Registrations"); and

WHEREAS, Assignor has agreed to enter into this Assignment to convey, transfer, assign and deliver to Assignee any and all right, title and interest it may have in or to the Registrations as well as any trademark or service mark reflected therein, all combinations and variations thereof, and all logos associated therewith, together with all goodwill associated with all of the foregoing (collectively, the "Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Marks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Marks. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business associated therewith throughout the universe, which rights shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor or any affiliate of Assignor, together with all the trademarks, service marks, trade names, social media handles and user names, domain names, brand names, designs, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Marks, and to settle and retain proceeds from any such actions), and any and all of Assignor's (or any affiliate of Assignor's) other rights, title and interest of any kind and nature whatsoever in and to the foregoing, the same to vest in Assignee as of the Effective Date.

2. Further Acts. Assignor further agrees to execute, without further consideration, any and all documents or papers reasonably requested by Assignee to perfect the ownership of or exploit the Marks.

IN WITNESS WHEREOF, the Parties hereto have caused their duly-authorized representatives to execute this Assignment as of the Effective Date.

UMG Recordings, Inc. ("Assignor")

Signature of Witness

By: [Signature]

[Signature]

Name: Susan Hilderley

Witness Name: Nicole Blatchford

Title: Executive Vice President

Witness Address: 2220 Colorado Avenue

Date: 10/16/23

Santa Monica, California 90404

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California Los Angeles
County of Los Angeles

On October 16, 2023 before me, Nicole S. Blatchford, Notary Public
(insert name and title of the officer)

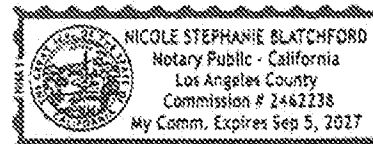
personally appeared Susan Hilderley
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



Otis Williams ("Assignee")

By: [Signature]

Name: Otis Williams

Date: 10/17/2023

Signature of Witness

[Signature]

Witness Name: JASON LACHETA

Witness Address: 16437 FLANDERS ST.
GRANADA HILLS, CA 91344

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On October 17, 2023 before me, Teresa A. Nicholl, Notary Public
(insert name and title of the officer)

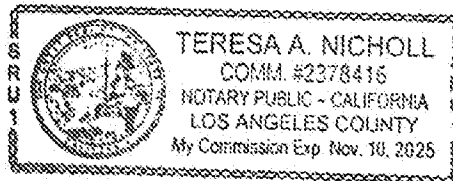
personally appeared Otis Williams
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



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