

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Veil Brides Touring, Inc.		03/08/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BVB IP LLC		
Street Address:	15821 Ventura Boulevard Suite 370		
City:	Encino		
State/Country:	CALIFORNIA		
Postal Code:	91436		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4422224	BVB	
Registration Number:	4191181		
Registration Number:	3957035	BLACK VEIL BRIDES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(323) 388-7587		
Email:	kmcDaniel@kmcDaniel.esq.com		
Correspondent Name:	Katherine L. McDaniel		
Address Line 1:	5482 Wilshire Blvd., Suite 410		
Address Line 4:	Los Angeles, CALIFORNIA 90036		
NAME OF SUBMITTER:	Katherine L. McDaniel		
SIGNATURE:	/klm/		
DATE SIGNED:	12/27/2023		
Total Attachments: 2			
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OP \$90.00 4422224

TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT ("Assignment") is made and effective as of March 8, 2020, by Black Veil Brides Touring, Inc., a California corporation ("Assignor"), in favor of BVB IP LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the registered trademarks and service marks with Registration Numbers: 4422224 (registered October 22, 2013); 4191181 (registered August 14, 2012; and 3957035 (registered May 10, 2011) as described in Exhibit "A" attached hereto and incorporated by reference herein, including any common law trademark rights thereof (collectively, the "Marks"); and

WHEREAS, the Marks were inadvertently applied for by Assignor due to attorney error;

WHEREAS, the Marks should have been applied for in a limited liability company owned by the shareholders of Assignor;

WHEREAS, Assignor agrees to assign to Assignee all of Assignor's rights, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the foregoing promises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in the Marks as follows:

1. **ASSIGNMENT:** Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, including, but not limited to: (a) all registration rights with respect to the Marks, (b) any rights to prepare derivative marks, (c) any goodwill related to the Marks, (d) all income, royalties or claims relating to the Marks due or payable on or after the date of this Assignment, and (e) all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. **ASSIGNORS' REPRESENTATIONS:** Assignor represents and warrants (a) that Assignor is the exclusive owner of the Marks, (b) that Assignor possesses all rights, title and interest in and to the Marks, (c) that Assignor has power to enter into this Assignment, (d) that the Marks, to the best of Assignor's knowledge, do not infringe on the rights of any other person

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or entity and (e) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.

3. INDEMNIFICATION: Assignor shall defend, indemnify and hold Assignee harmless from any actions, suits, claims, proceedings, investigations, audits, demands, assessments, fines, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Assignee by reason of: (a) any breach by Assignor of any covenant, agreement, representation or warranty made by it in this Agreement or (b) any unauthorized use of the Mark by Assignor.

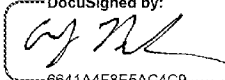
4. CONTINUING OBLIGATIONS: Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.

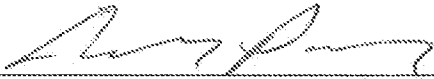
5. BINDING EFFECT: The covenants and conditions contained in this Assignment shall apply to and bind the parties and their heirs, legal representatives, successors and permitted assigns.

6. GOVERNING LAW: This Assignment is deemed to be executed and delivered within the State of Delaware, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of California without regard to its conflicts of law principles.

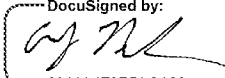
IN WITNESS WHEREOF, the parties have caused this Assignment to be executed the day and year first above written.

BLACK VEIL BRIDES TOURING, INC.

DocuSigned by:

By: _____
0641A4F8E5AC4C9
Andrew Biersack
President

By: 
Ashley Purdy
Vice President

BVB IP LLC

DocuSigned by:

By: _____
0641A4F8E5AC4C9
Andrew Biersack
Managing Member