

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anschutz Entertainment Group, Inc.		10/01/2023	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	AXS Group LLC		
Street Address:	425 W. 11th Street, Suite 100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90015		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4448310	AXS TV	
Registration Number:	4429044	AXS	
Registration Number:	4429045	AXS LIVE	
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:	310-551-3450		
Email:	jonathan.hyman@knobbe.com		
Correspondent Name:	Jonathan Hyman		
Address Line 1:	1925 Century Park East		
Address Line 2:	Suite 400		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	AXS.000GEN		
NAME OF SUBMITTER:	Jonathan A. Hyman		
SIGNATURE:	/jhh/		
DATE SIGNED:	01/03/2024		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS AGREEMENT

This Assignment of Trademarks Agreement (the "Assignment of Trademarks Agreement") is made as of October 1, 2023 (the "Effective Date"), by and between Anschutz Entertainment Group, Inc., a Colorado corporation located at 800 W. Olympic Blvd., Suite 305, Los Angeles, California 90015 ("AEG" or "Assignor"), and AXS Group LLC, a Delaware limited liability company located at 425 W. 11th Street, Suite 100, Los Angeles, California 90015 ("AXS" or "Assignee") (each, a "Party" and collectively referred to as the "Parties").

WHEREAS, AEG previously registered and is the owner of the AXS Marks (as defined below) and has previously licensed three (3) of such AXS Marks to AXS (the "2014 Licensed Marks" which are designated, for clarity within Exhibit A attached hereto), pursuant to that certain Trademark License Agreement, dated as of October 31, 2014, by and between AEG and Outbox AXS LLC, a Delaware limited liability company (predecessor-in-interest to AXS) (the "2014 Trademark License Agreement");

WHEREAS, since the time of the 2014 Trademark License Agreement, Licensee Outbox AXS LLC has changed its registered name to AXS Group, LLC;

WHEREAS, in connection with operating the AXS business, AXS, now a wholly owned subsidiary of AEG, desires to continue filing new registrations for various marks related to the AXS Marks, and the Parties desire that AEG shall assign and AXS shall receive, all of AEG's right, title and interest in and to and any goodwill associated with all AXS Marks including the 2014 Licensed Marks;

WHEREAS, after the execution of this Assignment of Trademarks Agreement, AEG and AXS shall separately enter into a Termination of Trademark License Agreement which will then memorialize the termination of the 2014 Trademark License Agreement.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor now assigns to Assignee all of Assignor's right, title and interest in all of the AXS Marks as they exist anywhere in the world and as may be created or acquired at any date in the future, along with any goodwill associated with the AXS Marks. This assignment includes, without limitation, all applications and registrations for the AXS Marks, all priority rights or claims based on International Conventions, all rights to proceeds of the AXS Marks, including income, royalties, damages, profits, and payments now or hereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek damages and all other available remedies, against third parties for past, present, or future infringement of the AXS Marks.

2. Further Assurances. Assignor shall execute and deliver any other documents and perform any other reasonable acts Assignee may request, that may be necessary and appropriate to effectuate the provisions of this agreement and establish Assignee's rights in the AXS Marks.

3. Reasonable Assistance. At the request and expense of Assignee, Assignor shall provide all reasonable assistance that Assignee considers necessary in connection with bringing or defending any proceedings in relation to the AXS Marks.

4. Definitions. As used herein:

(a) "AXS Marks" shall mean all AXS Marks owned by AEG relating to the "AXS" ticketing business name and brand set forth on Exhibit A hereto, including the registrations and applications corresponding thereto and any other Marks which AEG owns relating to the "AXS" ticketing name and brand, in each case including registrations and applications corresponding thereto.

(b) "Marks" shall mean all trademarks, service marks, trade dress, logos, trade names, domain names, URLs, social media page name, distinctive identification, graphics, source art and other proprietary indicia, in each instance, whether or not registered, in the United States and all other territories throughout the world, including all registrations, renewals and applications for registration of the foregoing.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment of Trademarks Agreement to be executed and shall be effective as of the Effective Date set forth above.

**ANSCHUTZ ENTERTAINMENT
GROUP, INC.**

By: 

Name: John Keenan

Title: EVP/General Counsel

AXS GROUP LLC

By: 

Name: Victoria von Szeliski

Title: SVP Business Affairs & General Counsel

EXHIBIT A

AXS MARKS

AXS TV	U.S.	85/495,033	12/14/11	4,448,310	12/10/13
AXS	U.S.	77/938,210	2/17/10	4,429,044	11/5/13
AXS LIVE	U.S.	77/938,213	2/17/10	4,429,045	11/5/13

Please Note, For Reference: The 2014 Licensed Marks Described in the 2014 Trademark License Agreement are marked in bold text in the schedule above.