

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM872994

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Saul Zaentz Company		08/17/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Middle-earth Enterprises, LLC		
<b>Street Address:</b>	2117D Fourth Street		
<b>City:</b>	Berkeley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94710		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97505820	LA COMARCA	
<b>Serial Number:</b>	97505839	THE SHIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028576395		
<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>			
<b>Phone:</b>	2028576000		
<b>Email:</b>	teresa.myers@afslaw.com		
<b>Correspondent Name:</b>	Elizabeth H. Cohen, ARENTFOX SCHIFF LLP		
<b>Address Line 1:</b>	1717 K Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	031689.13056		
<b>NAME OF SUBMITTER:</b>	Elizabeth H. Cohen		
<b>SIGNATURE:</b>	/Elizabeth H. Cohen/		
<b>DATE SIGNED:</b>	02/01/2024		
<b>Total Attachments: 7</b>			
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## SECOND TRADEMARK ASSIGNMENT

This **SECOND TRADEMARK ASSIGNMENT** (this "Second Assignment") is made by and between The Saul Zaentz Company, a Delaware corporation ("Assignor"), and Middle-earth Enterprises, LLC, a Delaware limited liability company ("Assignee"), and shall be effective as of August 17, 2022 (the "Effective Date"). Assignee and Assignor are each referred to herein as a "Party" and, collectively, as the "Parties." All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in that certain Contribution Agreement (as amended), effective as of August 17, 2022, executed by and between Assignee and Assignor (the "Agreement").

### RECITALS

**WHEREAS**, pursuant to the Agreement, Assignor assigned, transferred and delivered to Assignee, among other assets, all of Assignor's right, title and interest in and to all Intellectual Property owned or purported to be owned by Assignor (other than Intellectual Property included in the Excluded Assets), including all Intellectual Property comprised of, based on, derived from, or utilized in connection with, J.R.R. Tolkien's literary works or the commercialization of any portions or elements thereof (collectively, the "Transferred IP"), together with all common law rights and goodwill associated therewith and symbolized thereby, and all other assets, properties and rights related to that portion of Assignor's business to which the Transferred IP pertain;

**WHEREAS**, Assignor and Assignee entered into that certain Trademark Assignment for recordation purposes effective as of August 17, 2022 (the "First Assignment").

**WHEREAS**, Assignor is the owner of additional applications and registrations (collectively, the "Additional Applications and Registrations") specified in Schedule A and Schedule B attached hereto which were not previously listed on Schedule 1 attached to the First Assignment; and

**WHEREAS**, pursuant to the Agreement, Assignor has agreed to execute and deliver this Second Assignment for recordation purposes.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I ASSIGNMENT

Section 1.1 Assignment. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, and Assignee hereby accepts, for itself and its successors, transferees and assignees, throughout the world and in perpetuity, all of Assignor's right, title and interest, including all statutory and common law rights, whether now or hereafter existing, in and to the Transferred IP identified in the Additional Applications and Registrations set forth on Schedule A and Schedule B attached hereto. Assignor also hereby confirms the assignment of all other assets, properties, and rights related to that portion of Assignor's ongoing and existing business to which these Transferred IP pertain within the meaning of Section 10(a) of the Latham Act, 15 U.S.C. § 1060(a).

Without limiting the foregoing, as part of such assignment, Assignor hereby irrevocably assigns, transfers and conveys to Assignee, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, transferees and other legal representatives, the following:

(a) all applications, registrations, issuances, extensions, and renewals of the Transferred IP identified in the Additional Applications and Registrations set forth on Schedule A and Schedule B;

(b) the right to apply for, maintain, prosecute and defend the Transferred IP identified in the Additional Applications and Registrations set forth on Schedule A and Schedule B and all applications, registrations, issuances, extensions and renewals related thereto (whether now or later existing), including before any public or private agency, office or registrar, and, with regard to any such Transferred IP that are intent to use applications, the Parties acknowledge that the portion of Assignor's business in respect of which Assignor has a bona fide intent to use such marks is also being transferred pursuant and subject to the Agreement;

(c) all goodwill associated with, and symbolized by, the Transferred IP identified in the Additional Applications and Registrations set forth on Schedule A and Schedule B;

(d) all claims, benefits, privileges, causes of action, common law rights and remedies relating to the Transferred IP identified in the Additional Applications and Registrations set forth on Schedule A and Schedule B throughout the world, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution, injunctive and other legal and equitable relief for past, present or future Infringement, breach, default, claims of unfair competition, likelihood of confusion or dilution, and any other claims or causes of action arising from or related to such Transferred IP, with the right (but no obligation) to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, and the right to fully and entirely stand in the place of Assignor in all matters related thereto;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) all other rights, privileges and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable Law of any jurisdiction, treaty or other international conventions and otherwise throughout the world, including the right, if any, to claim priority based on the filing dates of any of the Transferred IP identified in the Additional Applications and Registrations set forth on Schedule A and Schedule B under the Paris Convention for the Protection of Industrial Property, the Madrid Protocol and all other treaties of like purposes.

Section 1.2 Waiver. Assignor hereby waives, for the benefit of Assignee and its successors and assigns, to the fullest extent possible under applicable Law, all worldwide rights in and to the Transferred IP identified in the Additional Applications and Registrations set forth on Schedule A and Schedule B that cannot be assigned to Assignee under any applicable Law that Assignor may have under present or future Law, with respect to all uses of such Transferred IP.

Section 1.3 Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable domestic or foreign Governmental Entity, registrar or multinational authority to: (a) record and register Assignee as the owner of the Transferred IP identified in the Additional Applications and Registrations set forth on Schedule A and Schedule B; (b) deliver to Assignee, and to Assignee's attorneys, agents, successors, assigns or other legal representatives, all official documents and communications as may be warranted by this Second Assignment; and (c) issue any and all registrations, certificates or other governmental grants or issuances that may be granted upon any of such Transferred IP or other rights identified in this Second Assignment in the name of Assignee, as the assignee to the entire right, title and interest in, to and under the same. Each of Assignor and Assignee shall have the right to record this Second Assignment with all applicable Governmental Entities and registrars so as to evidence and perfect its ownership of such Transferred IP.

Section 1.4 Further Assurances. At any time after the Effective Date, Assignor shall promptly and without further compensation: (a) execute and deliver such other instruments of sale, transfer, conveyance, assignment, assumption and confirmation in a form satisfactory to Assignee and suitable for filing with the United States Patent and Trademark Office and the registries and other recording Governmental Entities in all applicable jurisdictions (including with respect to legalization, notarization, apostille, certification and other authentication); and (b) take, or cause to be taken, all actions as Assignee may reasonably request, and provide such cooperation and assistance, to Assignee and its successors, assigns and legal representatives, in each case of clauses (a) and (b) that are necessary, proper or advisable for (i) consummating and making effective the transactions contemplated hereby, (ii) obtaining, sustaining, perfecting, evidencing or reissuing any registrations for the Transferred IP identified in the Additional Applications and Registrations set forth on Schedule A and Schedule B, and (iii) transferring, conveying, assigning and delivering to Assignee, or any of Assignee's successors or assigns, the title in and to such Transferred IP.

## ARTICLE II MISCELLANEOUS

Section 2.1 Construction. As used in this Second Assignment: (a) the headings contained in this Second Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Second Assignment; (b) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation"; and (c) the word "or" is not exclusive and has the same meaning as the phrase "and/or." This Second Assignment has been entered into in accordance with the Agreement and is expressly subject to the terms thereof.

Section 2.2 Assignment; Benefit. This Second Assignment may be amended, modified or supplemented only by the execution and delivery of a written instrument by or on behalf of Assignor and Assignee. This Second Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns and other than Embracer Freemode Iconic Holding Inc., which is an intended third-party beneficiary of the transactions contemplated hereby, no other Person shall have any right (whether as a third-party beneficiary or otherwise) hereunder.

Section 2.3 Governing Law. This Second Assignment (including the interpretation and enforcement hereof) and all disputes or controversies arising out of, in connection with, or relating to this Second Assignment or for recognition and enforcement of any judgment in respect hereof shall be governed by, and construed in accordance with, the internal Laws of the State of Delaware, without regard to conflicts of laws principles that could otherwise cause the application of any other state's Laws.

Section 2.4 Severability. Whenever possible, each provision of this Second Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Second Assignment is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Second Assignment and the Parties agree to negotiate in good faith to adopt a replacement provision that is enforceable and as nearly as possible gives effect to the Parties' original intent.

Section 2.5 Counterparts. This Second Assignment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Delivery of an executed counterpart of a signature page to this Second Assignment by facsimile, email in "portable document format" (".pdf") form, or by other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

Section 2.6 Relationship to Agreement. Nothing in this Second Assignment, express or implied, is intended or shall be construed to modify, expand, or limit in any way the terms and conditions of the Agreement, all of which shall survive the delivery of this Second Assignment to the extent provided in the Agreement. To the extent that any provision of this Second Assignment conflicts or is inconsistent with the terms and conditions of the Agreement, the Agreement shall govern.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Second Assignment as of the Effective Date.

ASSIGNOR: THE SAUL ZAENTZ COMPANY

By: [Signature]  
Name: Martin R. Glick  
Title: Chief Operating Officer

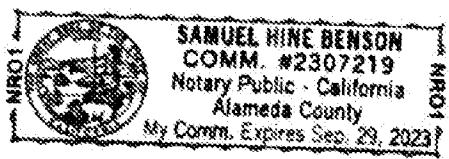
State of California)  
County of Contra Costa)

On January 3, 2023, before me, Samuel Hine Benson, NOTARY PUBLIC, personally appeared Martin R. Glick, Chief Operating Officer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person 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 Samuel Hine Benson



ASSIGNEE:

MIDDLE-EARTH ENTERPRISES, LLC

By: *Lee Guinchard*  
Name: Lee Guinchard  
Title: President

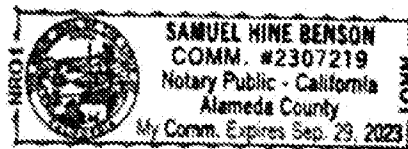
State of California)  
County of Alameda)

On January 11, 2023, before me, Samuel Hine Benson, NOTARY PUBLIC, personally appeared Lee Guinchard, President, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person 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 *Samuel Hine Benson*





Schedule A

Additional Applications and Registrations -- Trademarks

Country	Mark	Image	Status	App. No.	App. Date	Reg. No.	Class(es)
United States	LA COMARCA		Pending	97/505820	07/15/2022		41, 43
United States	THE SHIRE		Pending	97/505839	07/15/2022		41, 43