

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI98567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Churchill Holdco LLC		03/14/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Churchill OpCo Holdings LLC		
Street Address:	PO BOX B		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	100289998		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7108915	VIVE	
Serial Number:	97204396	V VIVE COLLISION	
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:	3128622200		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	12056-84		
NAME OF SUBMITTER:	Noreen Gosselin		
SIGNATURE:	Noreen Gosselin		
DATE SIGNED:	03/15/2024		
Total Attachments: 6			
source=VIVE - Trademark Assignment Agreement (Executed)#page1.tif			
source=VIVE - Trademark Assignment Agreement (Executed)#page2.tif			

CH \$65.00.00 97063402

source=VIVE - Trademark Assignment Agreement (Executed)#page3.tif

source=VIVE - Trademark Assignment Agreement (Executed)#page4.tif

source=VIVE - Trademark Assignment Agreement (Executed)#page5.tif

source=VIVE - Trademark Assignment Agreement (Executed)#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**” or this “**Assignment**”) is made and entered into as of March 14, 2024 by and among New Churchill Holdco LLC, a Delaware limited liability company (“**Assignor**”), and Churchill OpCo Holdings LLC, a Delaware limited liability company (“**Assignee**”), (each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, Assignor desires to convey, assign and transfer to the Assignee, and Assignee desires to receive from Assignor, all rights, title and interests, if any, in certain trademarks set forth in the Schedules hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Conveyance**. Assignor, on behalf of itself and its affiliates, does hereby irrevocably sell, transfer, convey, assign, and set over unto Assignee, its successors and assigns, its entire respective right, title and interest in and to the trademarks and trademark applications set forth in Schedule A (the “**Assigned IP**”).

2. **Additional Conveyances**. Each assignment hereunder includes all associated and ancillary rights with respect to the Assigned IP and all goodwill associated with and symbolized by the applicable Assigned IP, including but not limited to (a) all claims and causes of action (either in law or equity), including the right to sue, counterclaim, and recover for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, unfair competition, or other violation of such Assigned IP; (b) all income, royalties, fees, damages, payments, and other proceeds now or hereafter due or payable with respect to such Assigned IP; (c) all rights to apply for, revive, obtain and maintain all registrations, renewals and/or extensions of such Assigned IP; (d) all rights to grant licenses or other interests therein; and (e) all rights corresponding to such Assigned IP throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor within the applicable territory if this conveyance had not been made, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives.

3. **Recordation**. Each of the Parties hereto hereby authorizes and requests the United States Patent & Trademark Office and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record, at Assignee’s sole cost and expense, Assignee as the registered owner of the Assigned IP. Assignee shall have the right and sole responsibility (but not the obligation) to record, at Assignee’s sole cost and expense, this Assignment with all applicable governmental authorities and registrars so as to record and perfect its ownership of the Assigned IP.

4. **Further Assurances**. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee’s request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required)

as are reasonably requested by Assignee to effect, register, or maintain the rights assigned herein, including in connection with: (a) the preparation and prosecution by Assignee of any applications or registrations assigned herein; and (b) the prosecution or defense by Assignee of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder. In the event that Assignor fails to execute such documentation or take such actions within ten (10) days after a written request, the Assignor hereby irrevocably appoints Assignee with full and complete authority and power of attorney to act in the stead of Assignor, as Assignor's attorney in fact, to execute and record such documentation or take such actions.

5. Amendments and Waiver. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver, by the Party against whom the waiver is to be effective. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any other rights or remedies provided by Agreement or by applicable law.

6. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

7. Counterparts; Effectiveness; No Third-Party Beneficiaries. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other individual, corporation, partnership, association, limited liability company, governmental authority, trust, or other entity or organization, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

8. Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the State of Delaware, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

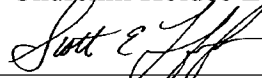
10. Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

New Churchill Holdco LLC

By:  _____

Name: Scott Leffler

Title: President/Treasurer

ASSIGNEE:

Churchill OpCo Holdings LLC

By: _____

Name: Brian Walker

Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

New Churchill Holdco LLC

By: _____
Name: Scott Leffler
Title: President/Treasurer

ASSIGNEE:


Churchill OpCo Holdings LLC

By: Brian Walker
Name: Brian Walker
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008371 FRAME: 0270

**SCHEDULE A
TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Jurisdiction</u>	<u>Title</u>	<u>Ser. No.</u>	<u>Date Filed</u>	<u>Reg. No.</u>	<u>Date Reg.</u>	<u>Owner of Record</u>
US	VIVE	97/063402	October 7, 2021	7108915	July 11, 2023	New Churchill Holdco LLC
US		97/204,396	January 5, 2022	n/a	n/a	New Churchill Holdco LLC