# CH \$165.00 437278

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM454370

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Norman Entertainment, LLC		12/13/2017	Limited Liability Company: FLORIDA

### **RECEIVING PARTY DATA**

Name:	IMG EI, LLC	
Street Address:	11 Madison Avenue	
Internal Address:	17th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10010	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark	
Registration Number:	4372781	MUMMYOLOGIST	
Registration Number:	4372782	MUMMYOLOGIST	
Registration Number:	4301650	MUMMYOLOGIST	
Registration Number:	3880626	MUMMIES OF THE WORLD	
Registration Number:	3880625	MUMMIES OF THE WORLD	
Registration Number:	3874147	MUMMIES OF THE WORLD	

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: kepark@paulweiss.com, aspoto@paulweiss.com,

dewilliams@paulweiss.com

Correspondent Name: Kevin E. Park

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

**Address Line 2:** 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	18987-137
NAME OF SUBMITTER:	Kevin Park

TRADEMARK REEL: 006227 FRAME: 0477

900431984

SIGNATURE:	/Kevin Park/
DATE SIGNED:	12/13/2017
Total Attachments: 5	

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### TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT, dated as of December 13, 2017 (this "Agreement"), by and between Norman Entertainment, LLC, a Florida limited liability company (the "Assignor"), and IMG EI, LLC, a Delaware limited liability company (the "Assignee").

## WITNESSETH:

- A. The Exhibitions International LLC and the Assignee have entered into an Asset Purchase Agreement, dated as of the date hereof, with the other parties thereto (as amended, modified and supplemented from time to time, the "Asset Purchase Agreement"). This Agreement is being delivered pursuant to Section 6.2(d) and Section 6.3(d) of the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.
- B. In accordance with the Asset Purchase Agreement, the Assignor wishes to sell, convey, assign and otherwise transfer to the Assignee, and the Assignee wishes to purchase and obtain the assignment from the Assignor of, all of the Assignor's right, title and interest in, to and under all of the Assignor's trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith, and all applications, registrations and renewals in connection therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the mutual promises made herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

- 1. <u>Assignment and Assumption.</u> The Assignor hereby sells, conveys, assigns and otherwise transfers to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's right, title and interest in, to and under the Trademarks, including, without limitation: (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.
- 2. <u>Governing Law.</u> THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY PROVISIONS RELATING TO CONFLICTS OF LAWS.
- 3. <u>Counterparts</u> This Agreement may be executed in any number of counterparts (including by facsimile or other means of electronic transmission, such as by

electronic mail in "pdf" form), each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

[Signature Page Follows.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

# **ASSIGNOR:**

NORMAN ENTERY AINMENT, LLC

By:

Title:

# **ASSIGNEE:**

IMG EI, LLC

Name: Joel Karansky Title: Senior Vice President, Associate General Counsel and Corporate Secretary

[Signature Page to NE Trademark Assignment Agreement]

# Schedule 1

# **Trademarks**

**RECORDED: 12/13/2017** 

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
MUMMYOLOGIST	United States	77829434 18-SEP-2009	4372782 23-JUL-2013	NORMAN ENTERTAINMENT, LLC
MUMMYOLOGIST	United States	77829430 18-SEP-2009	4372781 23-JUL-2013	NORMAN ENTERTAINMENT, LLC
MUMMYOLOGIST	United States	77829439 18-SEP-2009	4301650 12-MAR-2013	NORMAN ENTERTAINMENT, LLC
MUMMIES OF THE WORLD	United States	77669503 12-FEB-2009	3880626 23-NOV-2010	NORMAN ENTERTAINMENT, LLC
MUMMIES OF THE WORLD	United States	77669493 12-FEB-2009	3880625 23-NOV-2010	NORMAN ENTERTAINMENT, LLC
MUMMIES OF THE WORLD	United States	77669469 12-FEB-2009	3874147 9-NOV-2010	NORMAN ENTERTAINMENT, LLC.

[Schedule 1 to Trademark Assignment Agreement]