

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORTIK DISTRIBUIDORA, AGENCIADORA E LOCADORA DE EQUIPAMENTOS CINEMATOGRAFICOS E AFINS LTDA.		04/26/2018	Limited Liability Company: BRAZIL
RECEIVING PARTY DATA			
Name:	CENNARIUM AMERICA INC.		
Street Address:	9595 Wilshire Blvd Ste 305		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4054835	CENNARIUM IT'S SHOWTIME!	
CORRESPONDENCE DATA			
Fax Number:	5052432542		
<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:	5059981500		
Email:	docketing@peacocklaw.com, lhessinger@peacocklaw.com, jvilven@peacocklaw.com		
Correspondent Name:	Peacock Law P.C.		
Address Line 1:	201 Third Street NW, Suite 1340		
Address Line 4:	Albuquerque, NEW MEXICO 87102		
NAME OF SUBMITTER:	Janeen Vilven		
SIGNATURE:	/Janeen Vilven/		
DATE SIGNED:	04/27/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "*Agreement*") is entered into as of the date signed below (the "*Effective Date*") by and between NORTIK DISTRIBUIDORA, AGENCIADORA E LOCADORA DE EQUIPAMENTOS CINEMATOGRAFICOS E AFINS LTDA., a Brazil limited liability company ("*Assignor*"), and CENNARIUM AMERICA INC., a Delaware corporation ("*Assignee*").

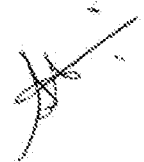
WHEREAS, Assignor has adopted, used, and/or is using, and desires to convey, transfer, assign, deliver, and contribute to Assignee all of its respective, joint and several, right, title and interest in, to and under the trademark for registration therefore, all as specified in Schedule "A" attached hereto (the "*Mark*"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in, to and under the Mark and the goodwill associated therewith, using the Mark and obtaining assignment of the Mark, and registration;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by Assignor, as of the Effective Date, the Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers unto Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the Mark and registration, including, but not limited to, all common law rights in, to and under the Mark and any and all other rights in, to and under the Mark, together with (1) the goodwill of the business symbolized by the Mark or in connection with which the Mark is so used, (2) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark, and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark;

AND FURTHER, as of the Effective Date, the Assignee agrees to grant, and hereby grants, to Assignor an exclusive, royalty free, fully paid, perpetual, worldwide, irrevocable, sub-licensable, and transferable right and license to the Mark permitting Assignor and its assignees to make, have made, import, use, offer for sale, and sell services and products covered by, and to make improvements to, the Mark;

AND FURTHER, the Assignor: (1) covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Mark; and (2) represents, warrants and covenants to Assignee, its successors and assigns, that it has full power and right to convey all rights assigned hereby to Assignee, and, that to the best of Assignor's knowledge, the Mark does not infringe the rights of any third parties, and the Assignor agrees jointly and severally with Assignee, that it has not and will not execute any writing or do any act conflicting with these presents;



AND FURTHER, This Agreement shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Assignee and Assignor by their respective duly authorized representatives;

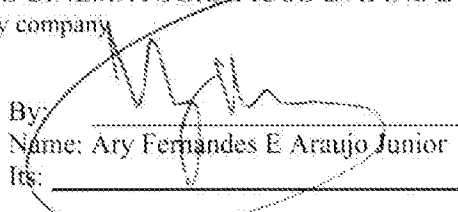
AND FURTHER, This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party;

AND FURTHER, If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect;

AND FURTHER, This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

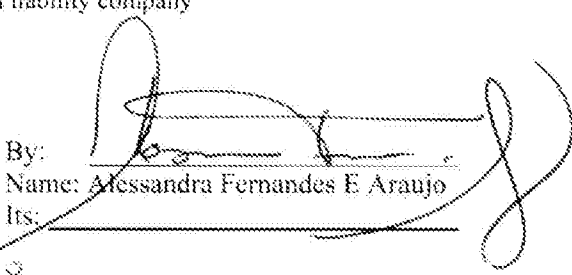
This Agreement shall be binding on the heirs, assigns representatives and successors of the Assignor and extend to the successors, assigns and nominees of the Assignee.

ASSIGNOR:
NORTIK DISTRIBUIDORA, AGENCIADORA E LOCADORA
DE EQUIPAMENTOS CINEMATOGRAFICOS E AFINS LTDA
a Brazil limited liability company

By: 
Name: Ary Fernandes E Araujo Junior
Its: _____

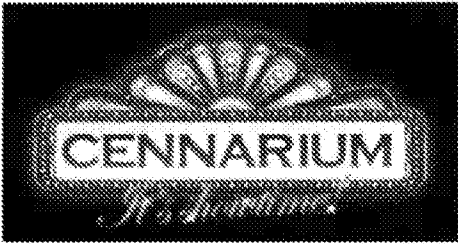
Dated effective as of: April 26th, 2018

ASSIGNOR:
NORTIK DISTRIBUIDORA, AGENCIADORA E LOCADORA
DE EQUIPAMENTOS CINEMATOGRAFICOS E AFINS LTDA
a Brazil limited liability company

By: 
Name: Alessandra Fernandes E Araujo
Its: _____

Dated effective as of: April 26th, 2018

SCHEDULE A
The Mark

Registration No.	Mark	Registration Date	Goods and Services
4,054,835		November 15, 2011	Financial sponsorship and financial sponsoring of cultural, arts and entertainment activities (Class 036)

[Handwritten mark]

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