

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quixotic Performance Fusion		01/11/2019	Non-Profit Organization: MISSOURI
RECEIVING PARTY DATA			
Name:	Quixotic Entertainment LLC		
Street Address:	1616 Broadway Boulevard		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64108		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4518440	QUIXOTIC FUSION	
Registration Number:	3613701	QUIXOTIC	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<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>			
Email:	trademarks@stradley.com		
Correspondent Name:	Allison Z. Gifford		
Address Line 1:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
NAME OF SUBMITTER:	Allison Z. Gifford		
SIGNATURE:	/allison z gifford/		
DATE SIGNED:	01/17/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made effective the 14th day of JAN, 2019 by Quixotic Performance Fusion, a Missouri non-profit organization ("Assignor"), and Quixotic Entertainment LLC, a Missouri limited liability company ("Assignee").

WHEREAS, Assignor is the sole owner of the Transferred Trademarks identified and set forth on Schedule A:

WHEREAS, Assignor has agreed to assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Trademarks; and

WHEREAS, Assignee has agreed to accept from Assignor all of its right, title, and interest in, to, and under the Transferred Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in this document), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Trademarks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademarks Office to transfer all registrations and applications for the Transferred Trademarks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Transferred Trademarks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Trademarks hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

Dated: JANUARY 11, 2019

Quixotic Performance Fusion

By: George B. Lopez

Name: GEORGE B. LOPEZ

Title: BOARD PRESIDENT

ASSIGNEE

Dated: JANUARY 14th, 2019

Quixotic Entertainment LLC

By: Mica Thomas

Name: MICA THOMAS

Title: Executive Producer / Partner

SCHEDULE A

TRANSFERRED TRADEMARKS

Mark:	Goods and Services	Registration No./ Registration Date:
QUIXOTIC FUSION	Entertainment services in the nature of live musical and theatrical performances, in IC 41	4,518,440 April 22, 2014
QUIXOTIC	Musical entertainment services, namely, live performances by a musical group, in IC 41	3,613,701 April 28, 2009