

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516939

<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>
Mike Broder Productions LLC		03/08/2019	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RELX Inc.		
<b>Street Address:</b>	230 Park Avenue		
<b>Internal Address:</b>	Seventh Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10169		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87023709	SUPERCON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	937-865-1214		
<b>Email:</b>	Shari.Townsend@RELX.com		
<b>Correspondent Name:</b>	Shari A. Townsend		
<b>Address Line 1:</b>	9443 Springboro Pike		
<b>Address Line 4:</b>	Miamisburg, OHIO 45342		
<b>NAME OF SUBMITTER:</b>	Shari A. Townsend		
<b>SIGNATURE:</b>	/Shari A. Townsend/		
<b>DATE SIGNED:</b>	04/02/2019		
<b>Total Attachments: 6</b>			
source=Assignment - Mike Broder Productions LLC to RELX Inc. - SUPERCON#page1.tif			
source=Assignment - Mike Broder Productions LLC to RELX Inc. - SUPERCON#page2.tif			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of March 8, 2019 by and between Mike Broder Productions LLC, a Florida limited liability company with a place of business at 5300 NW 12<sup>th</sup> Ave., Ste. 2, Ft. Lauderdale, FL 33309 ("Assignor") and RELX Inc., a Massachusetts corporation with a place of business at 383 Main Avenue, Norwalk, CT 06851 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on March 8, 2019 (the "Purchase Agreement"), pursuant to which Assignor agreed to assign, sell, transfer, convey and deliver to Assignee all of Assignor's interest in the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

### 1. **Assignment**

1.1 Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A (the "Marks"), together with the goodwill symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and 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 rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

1.2 Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States to record the transfer of the Marks to the Assignee and to record the Assignee as the assignee and owner for the Marks.

2. **Assistance** Assignor agrees to perform all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property

rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

### 3. General

3.1 Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.2 Entire Agreement. This Assignment and the Purchase Agreement constitute the entire agreement among the parties to this Assignment and supersede all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof. To the extent this Assignment is inconsistent with any terms or conditions in the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

3.3 Successors and Assigns. This Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

### 3.4 Governing Law.

(a) This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of New York (without giving effect to principles of conflicts of laws).

(b) Any legal action or other legal proceeding relating to this Assignment or the enforcement of any provision of this Assignment shall be brought or otherwise commenced exclusively in any state or federal court located in the State of New York. Each party to this Assignment:

(i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in the State of New York (and each appellate court located in the State of New York), in connection with any legal proceeding;

(ii) agrees that service of any process, summons, notice or document by U.S. mail addressed to it at the address set forth in Section 9.10 of the Purchase Agreement shall constitute effective service of such process, summons, notice or document for purposes of any such legal proceeding;

(iii) agrees that each state and federal court located in the State of New York shall be deemed to be a convenient forum; and

(iv) agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state or federal court located in the State of New York, any claim by either the Assignor or the Assignee that it is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of

such proceeding is improper or that this Assignment or the subject matter of this Assignment may not be enforced in or by such court.

3.5 Counterparts.

(a) This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

(b) The exchange of copies of this Assignment and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by any means permitted by this Section 3.5(b) shall be deemed to be their original signatures for all purposes.

3.6 Amendments, Etc. Any amendment, modification, or waiver of any term or provision of this Assignment must be in writing and signed by the Assignor and the Assignee. Any waiver will be effective only in the specific instance and for the specific purpose for which it is given.


3.7 Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**“Assignor”**

MIKE BRODER PRODUCTIONS LLC, a Florida  
limited liability company

By:   
Name: MICHAEL S BRODER  
Title: MANAGER

**“Assignee”**

RELX INC., a Massachusetts corporation

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK  
REEL: 006606 FRAME: 0253

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**"Assignor"**

MIKE BRODER PRODUCTIONS LLC, a Florida  
limited liability company

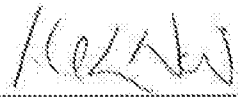
By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

**"Assignee"**

RELX INC., a Massachusetts corporation

By:  \_\_\_\_\_

Name: LES WEIL

Title: SENIOR VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**SCHEDULE A**

**MARKS**

Trademark:	SUPERCON trademark
Owner:	Mike Broder Productions LLC
Serial No.	87023709
Registration No.:	5397106
Filing Date:	May 3, 2016
Registration Date:	February 6, 2018