

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST AND ADMINISTRATION RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROTHER RECORDS, INC.		08/31/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Iconic Brothers LLC		
Street Address:	1100 Glendon Ave., 20th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2631628	THE BEACH BOYS	
Registration Number:	1081112	THE BEACH BOYS	
Registration Number:	5564768	THE BEACH BOYS	
Registration Number:	5550399	THE BEACH BOYS	
Registration Number:	5550402	THE BEACH BOYS	
Registration Number:	1117574		
Registration Number:	6019044		
CORRESPONDENCE DATA			
Fax Number:	2125215450		
<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:	212-521-5400		
Email:	NYCIPDocketing@ReedSmith.com		
Correspondent Name:	Meredith D. Pikser		
Address Line 1:	599 Lexington Avenue, 22nd Floor		
Address Line 2:	Reed Smith, LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Meredith D. Pikser		
SIGNATURE:	/Meredith D. Pikser/		

OP \$190.00 2631628

DATE SIGNED:

09/01/2020

Total Attachments: 10

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ASSIGNMENT OF TRADEMARKS AND EXCLUSIVE ADMINISTRATION RIGHTS

This Assignment of Trademarks and Exclusive Administration Rights (this "Trademark Assignment") is made pursuant to the Asset Purchase and Sale Agreement ("Purchase Agreement") dated August 31, 2020 (the "Effective Date"), by and between the undersigned (individually and collectively, "Assignor"), Wilojarston Music, Ltd., and Brother Publishing, a California general partnership on behalf of itself and at times doing business as Brother Publishing Company and Brother Publishing Co., on the one part, and Iconic Brothers LLC, a Delaware limited liability company, or its designee ("Assignee"), on the other part, and all agreements contemplated thereby, and Assignee shall be entitled to the benefits of such Purchase Agreement and such other agreements. All capitalized terms used herein without definition have the meanings given to them in the Purchase Agreement.

Without limiting the foregoing, for good and valuable consideration, including the Assignee, Wilojarston, BP, and Iconic entering into the Purchase Agreement, the receipt of which is hereby acknowledged by the undersigned ("Assignor"), effective as the Effective Date:

1. Assignor hereby irrevocably sells, conveys, grants, assigns and delivers to Assignee, its successors and assigns, as of the Effective Date, an undivided Fifty-One Percent (51%) of all of Assignor's right, title and interest (whether vested, contingent, inchoate, expectant or otherwise) in and to the following (collectively, the "Assigned Trademarks", and such percentage share thereof, the "Purchased Interest"), throughout the universe ("Territory):

(a) all Trademark registrations and applications owned by Assignor, including without limitation, those set forth on Schedule E annexed hereto, and all issuances, extensions, and renewals thereof;

(b) all unregistered Trademarks and/or common law Trademarks owned by Assignor;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) the goodwill connected with the use of, and symbolized by, the Trademarks owned by Assignor, and that part of Assignor's business connected with the use thereof and symbolized thereby; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby irrevocably grants to Assignee the Rights of Administration in respect of Assignor's retained undivided forty-nine percent (49%) of all of Assignor's respective right, title, and interest in and to the Assigned Trademarks (the "Assignor's Retained Interest"), such that Assignee shall exclusively control the Rights of Administration in respect of both Assignor's Retained Interest and the Purchased Interest, throughout the Territory.

3. For purposes of this Trademark Assignment, "Rights of Administration" means (i) the exclusive rights to enforce, publish, administer, exercise, approve, consent, license, sublicense, authorize,

reproduce, distribute, display, communicate and/or make available to the public, prepare other Trademarks based upon, add to, alter, modify, possess, rent, lend, deal in, transfer and/or otherwise dispose of and/or exploit in any and all media, means or methods of whatsoever nature, and take any other actions in connection with any matters relating to (or refrain therefrom), the Assigned Trademarks (including without limitation the right to use the Trademark in connection with any of the Assets and/or the Quitclaim Assets), Assignor's rights of any kind under any agreement of any kind related to any of the foregoing, or any of them, or any right therein (whether now or hereafter existing) or exploitation thereof, throughout the universe, to enter into agreements to or with any person or entity, including, without limitation, affiliates of Assignee, with respect to all or part of the rights or assets assigned or granted hereunder, to apply for and secure trademark registration and renewal registration(s) and record assignments with respect to any of the foregoing in the name of the applicable Assignor and Assignee (or solely Assignee, as applicable) under any law now in effect or hereinafter enacted, and to collect all income, compensation or consideration of whatsoever nature arising therefrom; the right, but not the obligation, to institute, pursue and compromise all Claims no matter when the same arose, whether existing prior to, on or after the Effective Date, and (ii) the Income Collection Rights.

a. For purposes of this Trademark Assignment, "Income Collection Rights" means the right to collect Assignor's entire share of all claims, causes of action, debts, receivables, accounts, royalties, advances, license fees, including those payable or becoming payable by any licensee(s), accounts receivables, recoveries from Claims, recoveries from audits or examinations of books and records, and all other rights to receive monies or other property from any and all sources, now known or hereafter devised, which are earned, payable, and/or become payable in respect of the Assigned Trademarks, at any time on or after the Effective Date, and which are paid or payable by any payor now or hereafter known.

4. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee and to record Assignee as the assignee and owner of all of Assignor's rights in the Assigned Trademarks.

5. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Purchase Agreement. Nothing herein shall be construed to limit the rights, duties and obligations of the parties under the Purchase Agreement or modify, vitiate or expand any of the terms and conditions thereunder. To the extent there is any conflict between any provisions of this Trademark Assignment and any provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

6. From time to time after the date hereof, without further consideration, Assignor hereby agrees to provide all assistance reasonably requested by Assignee (at no cost to Assignor, except as otherwise provided under the Purchase Agreement and/or the Ancillary Documents) in the recordation and enforcement of Assignee's rights in the Assigned Trademarks and the Rights of Administration. Without limiting the foregoing, Assignor hereby further agrees to execute and deliver any other assignments, instruments, agreements, certificates, or other documents that Assignee, its successors or assigns deem reasonably necessary or appropriate to confirm, exploit or enforce the rights herein granted. In addition to, and without limiting the foregoing, Assignor grants to Assignee the authority to execute in the name of Assignor as Assignor's attorney-in-fact, further trademark assignments and other documents necessary or desirable to effectuate the assignment of the Assigned Trademarks to Assignee and to make appropriate disposition thereof in accordance with the Purchase Agreement, including, without limitation, filing and/or recording any such documents in appropriate governmental and/or administrative offices anywhere throughout the world; such power is coupled with Assignee's interest in the Assigned Trademarks and is irrevocable.

7. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the principles of conflicts of laws thereof.

8. All of the terms and provisions of this Trademark Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

10. If any part or provision of this Trademark Assignment is determined by a court of competent jurisdiction to be void, invalid or unenforceable, the remainder of this Trademark Assignment shall remain in full force and effect.

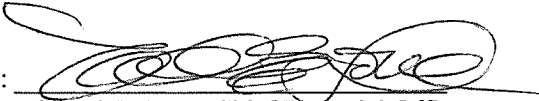
[The attached certificate is made a part hereof]

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks and Exclusive Administration Rights as of the date first written above.

ASSIGNOR:

BROTHER RECORDS, INC.

By: 
Michael E. Love, Chief Financial Officer

By: _____
Alan C. Jardine, Secretary

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks and Exclusive Administration Rights as of the date first written above.

ASSIGNOR:

BROTHER RECORDS, INC.

By: _____
Michael E. Love, Chief Financial Officer

By: 
Alan C. Jardine, Secretary


**CERTIFICATE OF
CORPORATE SECRETARY
OF
BROTHER RECORDS, INC.**

PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1002

In compliance with California Corporations Code (the "Code"), Section 1002, and in relation to that certain Asset Purchase and Sale Agreement, dated as of August 31, 2020, by and among Brother Records, Inc., a California corporation (the "Company"), Wilojarston Music, Ltd. and Brother Publishing Company, on the one hand, and Iconic Brothers LLC ("Buyer") on the other hand (the "Agreement"), the undersigned hereby certifies as follows:

1. He is the duly elected, qualified and acting Secretary of the Company.
2. The transaction between the parties pursuant to the Agreement and/or any and all ancillary documents thereto (the "Transaction") has been validly approved by the Directors of the Company.
3. The property described in the Agreement, and in any and all ancillary documents thereto (the "Property"), may constitute all or substantially all of the assets of the Company, and the transfer of the Property pursuant to the Agreement and/or any and all ancillary documents thereto is not in the usual and regular course of the business of the Company.
4. The transfer of the Property to Buyer pursuant to the Agreement and/or any and all ancillary documents thereto has been approved by the outstanding shares of the Company, pursuant to Chapter 10 of the Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Brother Records, Inc. as of the date first written above.



Alan Charles Jardine, Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of NEVADA
County of WASHOE

On this 28 day of AUGUST, 2020, before me, SUSAN ROSENSTEEL, the undersigned Notary Public, personally appeared **Michael Edward Love**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Handwritten Signature]* (Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

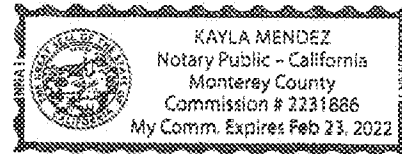
State of California
County of Monterey

On this 28th day of August, 2020, before me, Kayla Mendez, the undersigned Notary Public, personally appeared Alan Charles Jardine, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Acknowledgment of Alan Charles Jardine Signature with respect to Exhibit C: Assignment of Trademarks and Exclusive Administration Rights

Schedule E
to Assignment of Trademarks and Exclusive Administration Rights

TRADEMARKS

(See Attached).

Schedule E
Trademarks

	Trademark	Description	Territory	Registration No.	Class	Registration Date
1	The Beach Boys	The Beach Boys word mark	Australia	290930	9	30-Sep-1975
2	The Beach Boys	The Beach Boys word mark	Brazil	819823473	25	6-Jul-1997
3	The Beach Boys	The Beach Boys	Canada	TMA222168	9 and 41	29-Jul-1977
4	The Beach Boys	The Beach Boys word mark	European Union	146407	9, 25, and 41	28-May-1998
5	The Beach Boys	The Beach Boys word mark	Japan	1372503	9 and 15	18-Apr-1989
6	The Beach Boys	The Beach Boys word mark	Mexico	1908705	9	3-Aug-2018
7	The Beach Boys	The Beach Boys word mark	Mexico	Application No. 2030638	25	Pending. Application filed 4-Apr-2018
8	The Beach Boys	The Beach Boys word mark	Mexico	1895569	41	18-Jun-2018
9	The Beach Boys	The Beach Boys word mark	New Zealand	113353	9	3-Oct-1975
10	The Beach Boys	The Beach Boys word mark	South Africa	84/01774	25 and 41	5-Mar-1984
11	The Beach Boys	The Beach Boys word mark	Spain	2533790	9	5-Oct-1995
12	The Beach Boys	The Beach Boys word mark	Spain	2533790	41	11-Apr-1995
13	The Beach Boys	The Beach Boys word mark	Thailand	Kor59690	25	22-May-1996
14	The Beach Boys	The Beach Boys word mark	U.K.	1052801	9	29-Sep-1975
15	The Beach Boys	The Beach Boys word mark	U.K.	1275604	41	1-Oct-1993
16	The Beach Boys	The Beach Boys word mark	U.K.	2044030	25	12-Jun-1978
17	The Beach Boys	The Beach Boys word mark	U.S.	2631628	9	8-Oct-2002
18	The Beach Boys	The Beach Boys word mark	U.S.	1081112	25 and 41	3-Jan-1978
19		The Beach Boys stylized logo	U.S.	5564768	9	18-Sep-2018
20		The Beach Boys stylized logo	U.S.	5550399	25	28-Aug-2018
21		The Beach Boys stylized logo	U.S.	5550402	41	28-Aug-2018
22		Mounted Indian on a horse logo	U.S.	1117574	9	8-May-1979
23		Mounted Indian on a horse logo	U.S.	6019044	25	24-Mar-2020

Further detail on Trademarks on following pages.