

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595576

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF TRADEMARKS AND EXCLUSIVE ADMINISTRATION RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Iconic Brothers LLC		09/01/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Iconic Brothers IP 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

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.

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

OP \$190.00 2631628

SIGNATURE:	/Meredith D. Pikser/
DATE SIGNED:	09/02/2020
Total Attachments: 6 source=Iconic Brothers LLC -w- Iconic Brothers IP LLC - Assignment of Trademarks Other IP and Exclusive A (Executed) #page1.tif source=Iconic Brothers LLC -w- Iconic Brothers IP LLC - Assignment of Trademarks Other IP and Exclusive A (Executed) #page2.tif source=Iconic Brothers LLC -w- Iconic Brothers IP LLC - Assignment of Trademarks Other IP and Exclusive A (Executed) #page3.tif source=Iconic Brothers LLC -w- Iconic Brothers IP LLC - Assignment of Trademarks Other IP and Exclusive A (Executed) #page4.tif source=Iconic Brothers LLC -w- Iconic Brothers IP LLC - Assignment of Trademarks Other IP and Exclusive A (Executed) #page5.tif source=Iconic Brothers LLC -w- Iconic Brothers IP LLC - Assignment of Trademarks Other IP and Exclusive A (Executed) #page6.tif	

**ASSIGNMENT OF TRADEMARKS, OTHER INTELLECTUAL PROPERTY, AND
EXCLUSIVE ADMINISTRATION RIGHTS**

This Assignment of Trademarks, Other Intellectual Property, and Exclusive Administration Rights (this "Assignment") dated September 1, 2020 (the "Effective Date"), is made by and between Iconic Brothers LLC, a Delaware limited liability company ("Assignor") and Iconic Brothers IP LLC, a Delaware limited liability company ("Assignee"), in connection with (a) that certain Asset Purchase and Sale Agreement ("Purchase Agreement") dated August 31, 2020, by and among Brother Records Inc., a California corporation ("BRI"), Wilojarston Music, Ltd., a California corporation ("Wilojarston"), and Brother Publishing, a California general partnership on behalf of itself and at times doing business as Brother Publishing Company and Brother Publishing Co. ("BP") (BRI, Wilojarston, and BP, individually and collectively, "Seller"), on the one part, and Assignor, on the other part, and all agreements contemplated thereby, and (b) that certain Rights Agreement dated as of August 31, 2020, by and among Jonah Dean Wilson, Justyn Carl Wilson, Michael Edward Love, Brian Douglas Wilson and Alan Charles Jardine, on the one part, and Assignor on the other part ("Rights Agreement"). All capitalized terms used herein without definition have the meanings given to them in the Purchase Agreement.

Without limiting the foregoing, for One Dollar (US\$1) and other good and valuable consideration, the receipt of which is hereby acknowledged by the 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 One Hundred Percent (100%) 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 Trademark Interest"), throughout the universe ("Territory"):

(a) all Trademark registrations and applications, 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;

(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, 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 sells, conveys, grants, assigns and delivers to Assignee, its successors and assigns, as of the Effective Date, an undivided One Hundred Percent (100%) of all of Assignor's right, title and interest (whether vested, contingent, inchoate, expectant or otherwise), throughout the universe in and to the (a) Artist Name and Likeness Rights, Web Rights, Artwork and Promotional Materials, any fan clubs owned or controlled by Assignor (in each case, to the extent such fan club was acquired in connection with the Purchase Agreement), IP Files, Rights of Administration, Income

Collection Rights and Vault Materials, each as acquired by the Assignor in connection with the Purchase Agreement, and (b) the Granted Rights (as defined in the Rights Agreement), as acquired by the Assignor in connection with the Rights Agreement (but, in each case, excluding (i) any Artwork and Promotional Materials that are related to Subject Recordings and/or to Vault Materials that are sound recordings or videos, (ii) any Rights of Administration that are related to Subject Recordings, to Vault Materials that are sound recordings or videos, or to Subject Compositions, and (iii) any Income Collection Rights that are related to Subject Recordings, to Vault Materials that are sound recordings or videos, or to Subject Compositions) (collectively, the "Other Assigned IP", and such percentage share thereof, the "Purchased Asset Interest"). To the extent that any of the Other Assigned IP cannot legally be assigned to Assignee, Assignor hereby grants Assignee a perpetual, irrevocable, royalty-free, exclusive, sublicensable right and license, throughout the Territory, to exploit the Other Assigned IP at its sole discretion.

3. Assignor hereby irrevocably grants to Assignee One Hundred Percent (100%) of Assignor's interest in and to the Rights of Administration in respect of BRI's retained interest (if any) in and to the Assigned Trademarks and the Other Assigned IP ("BRI's Retained Interest"), such that Assignee shall exclusively control the Rights of Administration in respect of BRI's Retained Interest, the Purchased Trademark Interest and the Purchased Asset Interest, throughout the Territory.

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 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 Assignor under the Purchase Agreement and the Rights Agreement. Nothing herein shall be construed to limit the rights, duties and obligations of the Assignor under the Purchase Agreement or the Rights 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 Assignment and any provisions of the Purchase Agreement or the Rights Agreement, the provisions of the Purchase Agreement or the Rights Agreement, as applicable, 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) in the recordation and enforcement of Assignee's rights in the Assigned Trademarks and the Other Assigned IP. 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 or Seller as Assignor's attorney-in-fact, further trademark assignments and other documents necessary or desirable to effectuate the assignment of the Assigned Trademarks and the Other Assigned IP to Assignee and to make appropriate disposition thereof in accordance with this Assignment, 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 Other Assigned IP and is irrevocable.

7. This 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 Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. This 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 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 Assignment.

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

[Signature Page Follows]

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

ASSIGNOR:

ICONIC BROTHERS LLC

By: DocuSigned by:
Elizabeth Collins
.....
DF201800280C442

Name: Elizabeth Collins





Its: Treasurer

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.