

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern Theatres, LLC		12/28/2016	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	VSS-Southern Theatres, LLC		
Street Address:	305 Baronne Street, Ste 900		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70112		
Entity Type:	Limited Liability Company: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3782446	REEL REWARDS	
Registration Number:	4671365	SHARE THE LOVE	
CORRESPONDENCE DATA			
Fax Number:	2252483109		
<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:	hbrown@joneswalker.com		
Correspondent Name:	Micah J. Fincher		
Address Line 1:	Jones Walker LLP		
Address Line 2:	201 St. Charles Ave., Ste 5100		
Address Line 4:	New Orleans, LOUISIANA 70170		
ATTORNEY DOCKET NUMBER:	19507/158528-00		
NAME OF SUBMITTER:	Micah J. Fincher		
SIGNATURE:	/micahfincher/		
DATE SIGNED:	10/27/2020		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is by and among **Southern Theatres, LLC**, a Louisiana limited liability company ("Assignor"), and **VSS-Southern Theatres, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignee and the Assignor are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated December 28, 2016 (the "Effective Date"), pursuant to which the Assignor conveyed, transferred and assigned and are delivering to Assignee all right, title and interest in and to the Assets (as defined in the Purchase Agreement);

WHEREAS, the Assignor owned certain registered and common law rights in the marks, trade names, trade dress, and the like used in connection with the Assets, including without limitation those listed and shown on Exhibit A to this Assignment (collectively, the "Marks and Names"); and

WHEREAS, under the Purchase Agreement the Assignor is required to assign the Marks and Names to Assignee, together with the goodwill associated with the Marks and Names, pursuant to the terms of this Assignment and in a form acceptable for recordation by the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks and Names together with the goodwill associated with the Marks and Names, any and all registrations and applications for registration of the Marks and Names, and all worldwide rights in the Marks and Names including, without limitation, common law rights based upon use of the Marks and Names. This Assignment includes all rights to damages or profits, due or accrued, arising out of past infringement of the Marks and Names, as well as the right to sue for and recover the same in Assignee's own name.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment, which shall be effective as of the Effective Date.

ASSIGNOR:

Southern Theatres, LLC

By: [Signature]
Name: George S. Palmer
Title: Manager

ASSIGNEE:

~~VSS-~~**Southern Theatres, LLC**

By: [Signature]
Name: James Wood
Title: CEO

EXHIBIT A

Mark	Appl. Ser. No.	Filing Date	Reg. No.	Reg. Date
SHARE THE LOVE	86305907	June 10, 2014	4671365	January 13, 2015
REEL REWARDS	77670372	February 13, 2009	3782446	April 27, 2010

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