

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaufman Astoria Studios, Inc.		11/08/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Kaufman Astoria Studios Holdings, LLC		
Street Address:	4060 Ince Boulevard		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6248680	KAUFMAN ASTORIA STUDIOS	
Registration Number:	5254268	NEW YORK ON LOCATION	
Registration Number:	1848708		
Registration Number:	1437502		
Registration Number:	1470097	ASTORIA STUDIOS	
Registration Number:	1885252	ASTORIA STUDIOS	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	42525-00036		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	11/17/2021		

CH \$165.00 6248680

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment Agreement”), effective as of November 8, 2021, (the “Effective Date”), is entered into by and between Kaufman Astoria Studios, Inc., a New York corporation (“Assignor”), and Kaufman Astoria Studios Holdings, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are each referred to individually as a “Party” and together as the “Parties.”

WHEREAS, pursuant to and in connection with the Purchase Agreement dated as of July 27, 2021 (the “Purchase Agreement”), among Assignor, Assignee and certain other parties, Assignor has agreed to assign to Assignee, and Assignee agreed to accept from Assignor, all of Assignor’s right, title and interest in certain of the Assignor’s registered trademarks, service marks, trade dress, trade names, logos and other source identifiers, applications to register, and renewals of, the foregoing as set forth in Schedule A (collectively, “Trademarks”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Assignment. Assignor hereby assigns to the Assignee all of Assignor’s rights, title and interest in, to and under the Trademarks including all common law rights therein, together with any and all goodwill connected with the use of and symbolized by such Trademarks.

SECTION 2. Recordation. Assignor hereby authorizes Assignee to record this Assignment Agreement with any relevant governmental authority so as to perfect its ownership of the Trademarks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and registration applications for the Trademarks to Assignee as assignee of Assignor’s right, title and interest therein, in accordance with this Assignment Agreement.

SECTION 3. Further Assurances. From and after the Effective Date, upon Assignee’s reasonable request and at Assignee’s expense, Assignor shall cooperate with Assignee to take all further actions and execute all further documents to effect and validate the assignment in Section 1.

SECTION 4. Subject to Purchase Agreement. This Assignment Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment Agreement, express or implied, is intended to, or will be construed to, modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

SECTION 5. Governing Law. This Assignment Agreement and any disputes arising from or relating hereto shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of laws provision or

rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

SECTION 6. Counterparts and Electronic Signatures. This Assignment Agreement may be executed in several counterparts (any of which counterparts may be delivered by facsimile, portable document format (pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign)), each of which shall be deemed an original and all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by electronic communication, facsimile or otherwise) to the other parties.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment and Assumption Agreement as of the Effective Date.

AGREED AND ACCEPTED:

KAUFMAN ASTORIA STUDIOS, INC.:



By: _____
Name: Hal Rosenbluth
Title: President

KAUFMAN ASTORIA STUDIOS HOLDINGS, LLC:

By: _____
Name: Brent Houlian
Title: Authorized Signatory

Signature Page to Trademark Assignment Agreement

TRADEMARK
REEL: 007497 FRAME: 0726


IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment and Assumption Agreement as of the Effective Date.

AGREED AND ACCEPTED:

KAUFMAN ASTORIA STUDIOS, INC.:



By: _____
Name:
Title:

KAUFMAN ASTORIA STUDIOS HOLDINGS, LLC:

By:  _____
Name: Brent Houlian
Title: Authorized Signatory

SCHEDULE A

TRADEMARKS

Mark	Reg. No.	Reg. Date	Goods/Services	Status
KAUFMAN ASTORIA STUDIOS	6248680	1/19/2021	36-Commercial real estate leasing and management services 41-Film and video production services; rental of sound stage facilities	Registered
NEW YORK ON LOCATION	5254268	8/1/2017	41-Entertainment services, namely, organizing planning and conducting exhibitions concerning film and television production; organizing planning and conducting exhibitions concerning the behind-the-scenes look at film and television production, including stunt performances, special effects and hair and makeup demonstrations	Registered
	1848708	8/9/1994	36-Commercial real estate leasing services 41-Film and video production services, including sound stage and supporting facilities	Registered
	1437502	4/21/1987	36-Commercial real estate leasing and management services 41-Film and video production services, including the provision of sound stage and related supporting facilities services	
ASTORIA STUDIOS	1470097	12/22/1987	41-Film and video production services, including the provision of sound stage and related supporting facilities services	Registered
ASTORIA STUDIOS	1885252	3/21/1995	36-Commercial real estate leasing and management services	Registered

TRADEMARK