

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690343

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of Conveyance to Assignment of an undivided part of assignor's interest previously recorded on Reel 007425 Frame 0162. Assignor(s) hereby confirms the Assignment of the entire interest and the goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stephen Arthur Sills		09/09/2021	INDIVIDUAL:
Eyewall Enterprises Limited Partnership		09/09/2021	Limited Partnership: NEVADA
Gold Hill Holdings, LLC		09/09/2021	Limited Liability Company: FLORIDA
Gold Hill Music, Inc. dba Stephen Stills Music		09/09/2021	Corporation: DELAWARE
Gold Hill Enterprises, Inc.		09/09/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Iconic STST Holdings, LLC
Street Address:	1100 Glendon Aven., Suite 200
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1721463	BUFFALO SPRINGFIELD
Serial Number:	90639147	CROSBY, STILLS & NASH
Serial Number:	90678929	CROSBY, STILLS & NASH
Serial Number:	90685286	CROSBY, STILLS & NASH
Serial Number:	90678364	CSN
Serial Number:	90684372	CSN
Serial Number:	90685399	CSN
Registration Number:	6188275	STEPHEN STILLS
Serial Number:	90071837	STOP HEY WHAT'S THAT SOUND
Serial Number:	90071863	THERE'S SOMETHING HAPPENING HERE

OP \$265.00 1721463

CORRESPONDENCE DATA**Fax Number:** 3107345299*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:** 3107345200**Email:** mzhang@reedsmith.com**Correspondent Name:** Monica Zhang**Address Line 1:** 1901 Avenue of the Stars, Suite 700**Address Line 4:** Los Angeles, CALIFORNIA 90067**NAME OF SUBMITTER:** Carla Wirtschafter**SIGNATURE:** /Carla Wirtschafter/**DATE SIGNED:** 11/24/2021**Total Attachments: 24**

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ASSIGNMENT OF TRADEMARKS AND EXCLUSIVE ADMINISTRATION RIGHTS

This Assignment of Trademarks and Exclusive Administrative Rights (this “**Assignment**”) is effective as of July 1, 2021, and made pursuant to that certain Asset Purchase Agreement dated as of September 10, 2021 (the “**Purchase Agreement**”), by and among Stephen Arthur Stills, an individual professionally known as “**Stephen Stills**” (“**Stills**”), Eyewall Enterprises Limited Partnership, a Nevada limited partnership, Gold Hill Holdings, LLC, a Florida limited liability company, Gold Hill Music, Inc., a Delaware corporation that at times does business as Gold Hill Publishing Co. and as Stephen Stills Music (BMI), and Gold Hill Enterprises Inc. a Delaware corporation (individually and collectively, “**Assignor**”), on the one hand, and Iconic STST Holdings, LLC, a Delaware limited liability company (“**Iconic**”), on the other hand. All capitalized terms used herein without definition shall have the meanings given to them in that certain Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Effective as of July 1, 2021, Assignor hereby irrevocably sells, transfers, conveys, grants, assigns and delivers to Iconic and its successors and/or assigns, an undivided Fifty Percent (50%) (the “**Assigned Share**”) of all of Assignor’s right, title and interest (whether vested, contingent, inchoate, expectant or otherwise) in and to the Trademarks and the Rights of Administration throughout the universe.
2. Immediately following Assignor’s assignment in paragraph 1 above, and effective as of July 2, 2021, Iconic hereby irrevocably sells, transfers, conveys, grants, assigns and delivers to Iconic STST IP LLC, a Delaware limited liability company (“**Assignee**”) and its successors and/or assigns, all of Iconic’s right, title and interest (whether vested, contingent, inchoate, expectant or otherwise) in and to the Assigned Share of the Trademarks and the Rights of Administration throughout the universe.
3. For purposes of this Assignment:
 - (a) “**Artist**” means, individually and collectively, Stills and any and all musical groups of which Stills is or was at any time a member, including Au Go Go Singers, Buffalo Springfield, CSN, CSNY, Manassas, The Stills-Young Band, The Rides, and Stills & Collins.
 - (b) “**Trademarks**” means, individually and collectively:
 - (i) all trademarks, service marks, trade names, album names, song titles, business names, corporate names, service names, brand names, trade dress, and other distinctive identification and identifiers of source, whether or not registered, which are created by, authored by, and/or relating to Artist and owned and/or controlled in whole or in part by Seller, including all goodwill associated therewith, and any and all common law rights, and registrations and applications for registration thereof, all rights therein provided under the laws of the United States, by international treaties or conventions, or in any other jurisdiction worldwide, and all issuances, reissues, extensions and renewals of any of the foregoing, including without limitation, the marks “Stephen Stills” and “Buffalo Springfield”, and the marks set forth on Schedule 7.5 attached hereto; and
 - (ii) the benefit of 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.

- (b) **“Rights of Administration”** means all of Assignor’s rights of whatsoever nature in the Trademarks and Income Ownership and Collection Rights, throughout the universe, including without limitation:
- (i) the exclusive rights (i) 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 (whether now known or hereafter devised), and take any other actions in connection with any matters relating to (or refrain therefrom), the Trademarks (including without limitation the right to use the Trademarks in connection with any of the 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, (ii) to enter into agreements to or with any person or entity, including, without limitation, affiliates of Iconic and/or Assignee, with respect to all or part of the rights or assets assigned or granted hereunder, (iii) 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, Iconic, and/or Assignee (or solely Assignee, as applicable) under any law now in effect or hereinafter enacted, and (iv) the right, but not the obligation, to institute, pursue and compromise 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, and to collect, or otherwise recover, any such damages no matter when the same arose, whether existing prior to, on or after the date hereof, and (v) the Income Ownership and Collection Rights; and
 - (ii) all other rights appurtenant to the Trademarks, pursuant to the grant of rights under the applicable Acquisition Agreement or otherwise, whether such rights are vested, contingent, inchoate, expectant, or otherwise. The Rights of Administration shall be irrevocable and shall be coupled with Assignee’s property rights in the Trademarks, Assignor’s rights of any kind under the Subject Agreements and/or any other Contract related to any of the foregoing.
- (c) **“Income Ownership and Collection Rights”** means the ownership of and the exclusive right to collect Assignor’s entire share of all (i) claims and causes of action, debts, receivables, credits accounts, royalties, advances, fees, including those payable or becoming payable by any licensee(s), accounts receivables, and any and all other income, from any and all sources that are or become earned or payable in respect of or relating to the Trademarks or Rights of Administration, which exist as of or after the Effective Date (irrespective of when arising) or come into existence at any time on or after the Effective Date (irrespective of when arising), and (ii) recoveries from claims and causes of action, 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 Trademarks or Rights of Administration.

2. Assignor and Iconic 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 the Assigned Share of all of Assignor's rights in the Trademarks.
3. 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 thereunder. To the extent there is any conflict between any provisions of this Assignment and any provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.
4. After the date hereof, without further consideration, Assignor hereby agrees to provide all assistance reasonably requested by Iconic and/or Assignee in the evidencing, establishment, recordation and enforcement of Assignee's rights in the Trademarks and/or 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 Iconic and/or 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 Iconic and 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 Share of the Trademarks to Assignee and to make appropriate disposition thereof, 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 Iconic's and Assignee's interest in the Trademarks and is irrevocable. Without limiting the foregoing, Assignee may, without further notice to or approval of Assignor, supplement this Assignment by preparing and annexing hereto (or by preparing separate assignment documents and annexing thereto) additional documents containing, clarifying, and/or correcting the identification of the Trademarks comprising the Trademarks.
5. 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.
6. 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.
7. 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.
8. 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, each party hereto has executed this Assignment effective as of the date first written above.

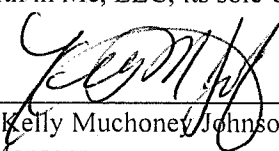
ASSIGNOR:



Stephen Arthur Stills

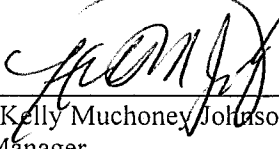
**EYEWALL ENTERPRISES LIMITED
PARTNERSHIP**

By: Faith in Me, LLC, its sole General Partner

By: 

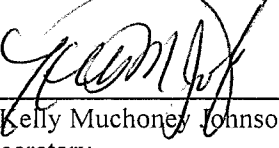
Name: Kelly Muchoney Johnson
Title: Manager

GOLD HILL HOLDINGS, LLC

By: 

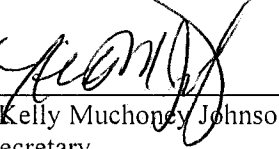
Name: Kelly Muchoney Johnson
Title: Manager

**GOLD HILL MUSIC, INC. d/b/a STEPHEN
STILLS MUSIC**

By: 

Name: Kelly Muchoney Johnson
Title: Secretary

GOLD HILL ENTERPRISES, INC.

By: 

Name: Kelly Muchoney Johnson
Title: 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 CALIFORNIA

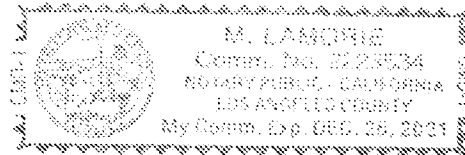
County of LOS ANGELES

On this 9th day of SEPT, 2021, before me, M-LAMORIE, the undersigned Notary Public, personally appeared Stephen Arthur Stills, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 _____ (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

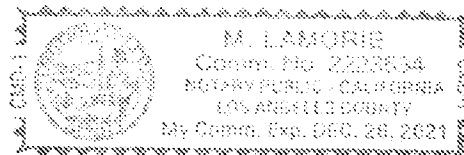
County of LOS ANGELES

On this 9th day of SEPT, 2021, before me, M-LAMORIE, the undersigned Notary Public, personally appeared Kelly Muchoney Johnson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 _____ (Seal)



[Notary Acknowledge to Signature Page to Assignment of Trademarks and Exclusive Administration Rights]

ICONIC:

ICONIC STST HOLDINGS LLC

DocuSigned by:
Elizabeth Collins
By: _____
DF2519082B8C4A2...
Name: Elizabeth Collins
An Authorized Signatory

ASSIGNEE:

ICONIC STST IP LLC

DocuSigned by:
Elizabeth Collins
By: _____
DF2519082B8C4A2...
Name: Elizabeth Collins
An Authorized Signatory

[Signature Page to Assignment of Trademarks and Exclusive Administration Rights]