

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM726833

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gerardo DeCaro		04/29/2022	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The John Gore Organization, Inc.		
<b>Street Address:</b>	1619 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5173216	CHEAPBROADWAY.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8002592059		
<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>			
<b>Phone:</b>	9174215494		
<b>Email:</b>	Sheila.Lavu@JohnGore.com		
<b>Correspondent Name:</b>	Sheila Lavu		
<b>Address Line 1:</b>	1619 Broadway		
<b>Address Line 2:</b>	FL 9		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	Sheila Lavu		
<b>SIGNATURE:</b>	/Sheila Lavu/		
<b>DATE SIGNED:</b>	05/10/2022		
<b>Total Attachments: 3</b>			
source=CheapBroadway.com_Trademark_Assignment-Fully Executed 4-29-2022#page1.tif			
source=CheapBroadway.com_Trademark_Assignment-Fully Executed 4-29-2022#page2.tif			
source=CheapBroadway.com_Trademark_Assignment-Fully Executed 4-29-2022#page3.tif			

OP \$40.00 5173216

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of April 29, 2022 is made by Gerardo DeCaro and Anthony DeCaro, natural persons (collectively, the "Assignor"), in favor of The John Gore Organization, Inc., a Delaware corporation ("Assignee").

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the domain names cheapbroadway.com and cheaptheatre.co.uk (the "Domain Names") and the service mark, "CHEAPBROADWAY.COM", registered with the United States Patent and Trademark Office on March 28, 2017 (Reg. No. 5,173,216) (the "Trademark") and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Domain Names and the Trademark, including without limitation, the following:

(a) 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;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Domain Names and the Trademark; and

(c) any and all claims and causes of action, with respect to the Domain Names and the Trademark, whether accruing before, on and/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 arising in the future as a result of infringement, dilution, misappropriation, violation, misuse, breach or default prior to the date hereof, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor acknowledges that Assignee intends to record this IP Assignment with the United States Patent and Trademark Office and in any other applicable jurisdictions. Following the date hereof, Assignor and its successors, assigns and legal representatives shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of Assignor's right, title and interest in and to the Domain Names and the Trademark to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in any number of counterparts, each

of which will be deemed an original, but all of which together will constitute one and the same instrument. A signed copy of this IP 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 IP Assignment.

4. Representations and Warranties. The registrations of the Trademark and Domain Names are valid and subsisting, all necessary registration and renewal fees in connection with such registrations have been filed with the relevant authorities in the United States and any other applicable jurisdiction for the purposes of maintaining such registrations, and no actions (including filing of documents or payments of fees) are due within ninety (90) days after the date hereof. Except for the Assignor, no person has any rights to use the Trademark or Domain Names, and the Assignor has not granted to any person, nor authorized any person to retain, any rights to the Trademark or Domain Names. Assignor owns and has good and exclusive title to each of the Trademark and Domain Names, free and clear of any lien. Assignor's use of Trademark or Domain Names does not infringe the intellectual property rights of any other person, and Assignor has not received notice from any person, as of the date hereof, any notice that Assignor's use of Trademark or Domain Names infringes the intellectual property rights of any person as of the date hereof. To the knowledge of Assignor, no person is infringing or misappropriating any of the Trademark or Domain Names.

5. Indemnification. Assignor hereby agrees to indemnify Assignee and its officers, directors, employees, agents, stockholders, successors and affiliates ("Assignee Indemnified Parties") against, to protect, save and keep harmless the Assignee Indemnified Parties from, and assume liability for, all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, settlements, out-of-pocket costs, expenses and disbursements imposed or incurred by any Assignee Indemnified Party as a consequence from or in connection with (a) any misrepresentation, inaccuracy or breach of any representation or warranty contained herein; (b) any breach of or failure by Assignee to comply with or perform any agreement or covenant contained in this Agreement.

6. Future Use. Assignor agrees to immediately cease operation of any website or business represented by the Trademark or Domain Names, and will not, in perpetuity (i) use the Trademark or Domain Names in commerce, or (ii) use in commerce any other trademark, service mark or domain name that is reasonably similar to the Trademark or Domain Names. Assignee shall have the right to continue to operate or to cease operating the Domain Names at its sole discretion after the date of this IP Assignment.

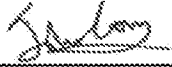
7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Effective Time. This IP Assignment shall become effective as of 12:00 a.m., Eastern Time, on the date hereof.

9. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

**THE JOHN GORE ORGANIZATION, INC.**

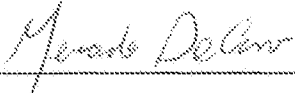
By: 

Name: John Gore

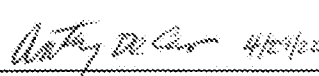
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

**GERARDO DECARO**

 4/29/22

**ANTHONY DECARO**

 4/29/22