

## TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM734299

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900681028		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adaptive Studios, Inc.		04/12/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mad River Pictures LLC		
<b>Street Address:</b>	9903 S. Santa Monica Blvd #4500		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90212		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2489318	ZANE GREY	
<b>Registration Number:</b>	4742195	ZANE GREY	
<b>Registration Number:</b>	1859547	ZANE GREY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8662895775		
<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>	646) 527-7323		
<b>Email:</b>	jenna@jfk-lawyer.com		
<b>Correspondent Name:</b>	Jenna F. Karadbil		
<b>Address Line 1:</b>	174 W. 4th Street, #319		
<b>Address Line 4:</b>	New York, NEW YORK 10014		
<b>NAME OF SUBMITTER:</b>	Jenna F. Karadbil		
<b>SIGNATURE:</b>	/Jenna F. Karadbil/		
<b>DATE SIGNED:</b>	06/13/2022		
<b>Total Attachments: 4</b>			
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OP \$50.00 2489318



## TRADEMARK ASSIGNMENT

WHEREAS, Adaptive Studios, Inc., a California corporation, ("Adaptive") was the owner of all right, title and interest in and to certain trademarks, service marks and/or trade names, as identified in Schedule A, attached hereto and incorporated herein by reference (collectively, the "Assigned Marks"), and the goodwill associated therewith; and

WHEREAS, Mad River Pictures LLC, a California limited liability company, ("Mad River"), is the successor to Adaptive's existing business to which the pending Assigned Marks pertain, has acquired from Adaptive all right, title and interest in and to the Assigned Marks, and the goodwill associated therewith; and

WHEREAS, the Amended and Restated Limited Liability Company Agreement for Mad River Pictures LLC Agreement dated on or about April 12, 2019 ("Agreement") provides for this Assignment of the Assigned Marks; and

WHEREAS, it is desired that the assignment of the Assigned Marks, and registrations thereof and applications therefore, be made of record in the United States Patent and Trademark Office, and any other appropriate Patent and Trademark Office;

NOW, THEREFORE, pursuant to said Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Adaptive makes the following assignment and agrees as follows:

1. Assignment. Adaptive hereby sells, assigns, transfers and sets over to Mad River the entire right, title and interest in and to the Assigned Marks, including all common law rights, together with the goodwill of the business associated therewith, and the registrations thereof and applications, renewals and extensions therefore, along with that portion of the business to which the Assigned Marks pertain, and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued, including, without limitation, the exclusive rights to apply for and maintain all such registrations, applications, renewals and/or extensions, all rights to any damages and profits, due or accrued, arising out of past, present or future infringements of the Assigned Marks, and the right to sue for and recover such past, present or future infringements or any other violations of the Assigned Marks.
2. Terms. The terms and covenants of this Assignment shall inure to the benefit of the parties, their respective successors, assigns and other legal representatives, and shall be binding on the parties and their respective successors, assigns and other legal representatives.
3. Cooperation. Adaptive agrees to execute any and all documents and to do all other lawful acts as may be required by Mad River to establish and protect the rights assigned herein.
4. Authority. Each party hereto represents and warrants that it has full power and authority to execute this Assignment and to take all actions required by, and to perform the agreements contained in this Assignment, and that the each party's respective obligations under this Assignment do not conflict with its obligations under any other agreement by which a party is bound.

5. Counterparts. This Assignment may be executed in counterparts, by facsimile or otherwise, each of which shall be deemed an original Assignment for all purposes, including the judicial proof of any of the terms hereof; provided, however that all such counterparts shall constitute one and the same Assignment.

Mad River Pictures, LLC

Adaptive Studios, Inc.

Signature:  \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: Marc Butan

Name: Michael Gallagher

Title: Manager

Title: Manager

**Schedule A – Trademarks**

Trademark	Application No. Registration No./ Registration Date	Goods/Services
ZANE GREY	86/282,625  4,742,195 May 26, 2015	Goods – International Class 16 – A series of fictional books in the field of Western novels.
ZANE GREY	75/934,365  2,489,318 September 11, 2001	Services – International Class 41 – entertainment services, namely, a series of television programs featuring western, outdoor and adventure themes.
ZANE GREY	74/415,778  1,859,547 October 25, 1994	Services – International Class 9 – pre-recorded videotapes featuring Western stories.