

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eagles, Ltd.		09/02/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Frey LLC		
Street Address:	15760 Ventura Blvd. #1020		
City:	Encino		
State/Country:	CALIFORNIA		
Postal Code:	91436		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1947779	EAGLES	
Registration Number:	1960044	EAGLES	
Registration Number:	1995216	EAGLES	
Registration Number:	2161179	EAGLES	
Registration Number:	1944201	EAGLES	
Registration Number:	2600152	EAGLES RECORDING CO.	
Registration Number:	5884547	HOTEL CALIFORNIA	
Registration Number:	5472692	HOTEL CALIFORNIA	
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:	05755-00016		
NAME OF SUBMITTER:	Stephanie Kann		

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SIGNATURE:	/stephanie kann/
DATE SIGNED:	09/12/2022
Total Attachments: 7 source=Trademark Assignment Agreement (Eagles Ltd. to Frey LLC) (Executed)#page1.tif source=Trademark Assignment Agreement (Eagles Ltd. to Frey LLC) (Executed)#page2.tif source=Trademark Assignment Agreement (Eagles Ltd. to Frey LLC) (Executed)#page3.tif source=Trademark Assignment Agreement (Eagles Ltd. to Frey LLC) (Executed)#page4.tif source=Trademark Assignment Agreement (Eagles Ltd. to Frey LLC) (Executed)#page5.tif source=Trademark Assignment Agreement (Eagles Ltd. to Frey LLC) (Executed)#page6.tif source=Trademark Assignment Agreement (Eagles Ltd. to Frey LLC) (Executed)#page7.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “**Assignment**”) is dated as of September 2, 2022 (the “**Effective Date**”), by and between Eagles, Ltd., a California corporation (“**Assignor**”), and Frey LLC, a Delaware limited liability company (“**Assignee**”).

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 the Effective Date, Assignor hereby irrevocably contributes, transfers, conveys, grants, assigns and delivers to Assignee, and Assignee hereby accepts, the following:
 - (a) an undivided 50% share of all of Assignor’s right, title and interest (whether vested, contingent, inchoate, expectant or otherwise) in and to the Trademarks throughout the universe;
 - (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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.
2. For purposes of this Assignment, “**Trademarks**” means, individually and collectively, 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 the musical group professionally known as the Eagles and owned and/or controlled in whole or in part by Assignor, 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 set forth on Schedule A attached hereto.
3. Assignor 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.
4. Following the Effective Date, upon Assignee’s reasonable written request and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns,

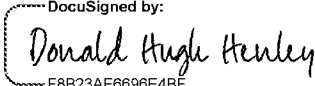
and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or advisable to effect, evidence, or perfect the assignment of the Trademarks and other rights contemplated hereunder to Assignee, or any assignee or successor thereto.

5. This Assignment reflects the entire understanding of the Parties relating to the assignment of the Trademarks from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the parties regarding the subject matter of this Assignment.
6. This 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 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Neither party shall commence or prosecute any action, suit, or claim based upon, arising out of, or relating to this Assignment or the transactions contemplated hereby other than in the state or federal courts located in Los Angeles County, California, and the parties irrevocably consent to the jurisdiction and venue of such courts.
7. 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.
8. 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.
9. 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 pages follow.

IN WITNESS WHEREOF, each party hereto has executed this Assignment of Trademarks as of the Effective Date.

ASSIGNOR: EAGLES, LTD.

By: 
Name: Donald Hugh Henley
Title: Authorized Signatory

ASSIGNEE: FREY LLC

By: 
Name: Cynthia Frey
Title: Manager

Schedule A
Trademarks

Trademark	Class(es)	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
EAGLES	009	United States (USPTO)	74629758	2/3/1995	1947779	1/9/1996	Registered and renewed
EAGLES	009	United States (USPTO)	74629759	2/3/1995	1960044	3/5/1996	Registered and renewed
EAGLES	016	United States (USPTO)	74703292	7/19/1995	1995216	8/20/1996	Registered and renewed
EAGLES	025	United States (USPTO)	74703293	7/19/1995	2161179	6/2/1998	Registered and renewed
EAGLES	041	United States (USPTO)	74629760	2/3/1995	1944201	12/26/1995	Registered and renewed
EAGLES	009, 016, 025, 041	Australia (IPA)	668279	7/31/1995	668279	7/31/1995	Registered
EAGLES	009, 016, 025	Canada (CIPPO)	790002	8/11/1995	TMA533838	9/29/2000	Registered
EAGLES	009, 041	Canada (CIPPO)	782239	5/5/1995	TMA480524	8/14/1997	Registered
EAGLES	009, 016, 028, 041	Germany (DPMA)	39529149.6	7/17/1995	39529149	3/4/1996	Registered
EAGLES	009	Ireland (IPO)	171416	7/31/1995	171416	7/10/1997	Registered
EAGLES	016	Ireland (IPO)	171417	7/31/1995	171417	7/31/1995	Registered
EAGLES	025	Ireland (IPO)	171418	7/31/1995	171418	7/31/1995	Registered
EAGLES	041	Ireland (IPO)	200537	7/1/1996	200537	4/21/1998	Registered
EAGLES	041	Japan (JPO)	H07-069597	7/10/1995	4054182	9/5/1997	Registered
EAGLES	009	Mexico (IMPI)	238927	8/1/1995	556323	8/28/1997	Registered
EAGLES	016	Mexico (IMPI)	239137	8/3/1995	529514	8/28/1996	Registered
EAGLES	025	Mexico (IMPI)	239138	8/3/1995	529515	8/28/1996	Registered
EAGLES	041	Mexico (IMPI)	238849	7/31/1995	511500	11/29/1995	Registered

Trademark	Class(es)	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
EAGLES	009	New Zealand (IPONZ)	251548	7/21/1995	251548	5/8/1998	Registered
EAGLES	016	New Zealand (IPONZ)	251549	7/21/1995	251549	11/10/1997	Registered
EAGLES	025	New Zealand (IPONZ)	251550	7/21/1995	251550	10/12/1998	Registered
EAGLES	041	New Zealand (IPONZ)	251551	7/21/1995	251551	5/8/1998	Registered
EAGLES	009	Singapore (IPOS)	T9507014F	7/31/1995	T9507014F	2/3/1995	Registered
EAGLES	016	Singapore (IPOS)	T9507015D	7/31/1995	T9507015D	7/19/1995	Registered
EAGLES	025	Singapore (IPOS)	T9507016B	7/31/1995	T9507016B	7/19/1995	Registered
EAGLES	041	Singapore (IPOS)	T9507017J	7/31/1995	T9507017J	2/3/1995	Registered
EAGLES	009	South Korea (KIPO)	4019950029990	8/3/1995	4003728030000	8/21/1997	Registered
EAGLES	041	South Korea (KIPO)	4119950007607	8/3/1995	4100371970000	7/10/1997	Registered
EAGLES	009	Spain (SPTO)	1980198	8/2/1995	1980198 MX	11/20/1996	Registered
EAGLES	041	Spain (SPTO)	1980199	8/2/1995	1980199 M8	1/22/1996	Registered
EAGLES	009, 041	Switzerland (IGE)	9166/1995	7/20/1995	2P-435681	1/23/1997	Registered
EAGLES	016, 025	Switzerland (IGE)	9538/1995	8/4/1995	2P-437284	2/27/1997	Registered
EAGLES RECORDING CO.	041	United States (USPTO)	76053514	5/8/2000	2600152	7/30/2002	Registered and renewed
HOTEL CALIFORNIA	009	United States (USPTO)	88375650	4/8/2019	5884547	10/15/2019	Registered

Trademark	Class(es)	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
HOTEL CALIFORNIA	014, 015, 016, 025, 028	United States (USPTO)	87306414	1/18/2017	5472692	5/22/2018	Registered
EAGLES	9 16 25 41	Benelux	852342	7/20/1995	R 576829	7/20/1995	Registered
EAGLES	9	Brazil	829403469	8/31/2007	829403469	4/22/2020	Registered
EAGLES	3 5 8 9 10 14 16 18 21 22 23 24 25 26 28 34 36 37 40 42	Brazil	818843497	10/19/1995	818843497	7/7/1998	Registered
EAGLES	41	Brazil	818652195	8/2/1995	818652195	10/7/1997	Registered
EAGLES	9 15 16 21 25 41	EU	15501091	6/2/2016	15501091	3/29/2017	Registered
EAGLES	16 25	Finland	199504721	8/17/1995	204430	2/14/1997	Registered
EAGLES	9 41	Finland	199504388	7/31/1995	200449	5/15/1996	Registered
EAGLES	9 41	France	95 566558	4/3/1995	95 566558	4/3/1995	Registered
EAGLES	16	France/ French Polynesia	96 604430	1/2/1996	96 604430	1/2/1996	Registered
EAGLES	9 16 25 41	Italy	302015000041322	8/3/2015	302015000041322	12/13/2016	Registered
EAGLES	9 16 26 41	Norway	199504756	7/28/1995	198215	7/1/1999	Registered
EAGLES	9	South Africa	1995/09153	7/20/1995	1995/09153	10/8/1998	Registered
EAGLES	16	South Africa	1995/09154	7/20/1995	1995/09154	12/11/1998	Registered
EAGLES	41	South Africa	1995/09156	7/20/1995	1995/09156	12/11/1998	Registered
EAGLES	25	South Africa	1995/09155	7/20/1995	1995/09155	1/10/2000	Registered
EAGLES	41	South Korea	56-2007-0011363	6/22/2007	4100371970000	10/30/2007	Registered

Trademark	Class(es)	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
EAGLES	9	South Korea	50-2007-0010058	6/22/2007	4003728030000	10/23/2007	Registered
EAGLES	41	South Korea	51-2007-0001379	6/22/2007	4100371970000	10/23/2007	Registered
EAGLES	9	South Korea	56-2007-0011364	6/22/2007	4003728030000	3/11/2008	Registered
EAGLES	9 16 25 41	Sweden	1995/08501	7/28/1995	328400	10/16/1998	Registered
EAGLES	41	Taiwan	084039399	8/5/1995	00097793	2/1/1998	Registered