

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807630

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900760364
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ICONIC DM HOLDINGS LLC		09/27/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Iconic DM IP LLC
<b>Street Address:</b>	1100 Glendon Avenue #2000
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90024
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5937542	DEAN MARTIN
Registration Number:	5382493	DEAN MARTIN
Registration Number:	4535863	DEAN MARTIN
Registration Number:	5027308	DEAN MARTIN
Registration Number:	3215272	DEAN MARTIN
Registration Number:	4604677	DEAN MARTIN CELEBRITY ROASTS
Registration Number:	4453881	DINO
Registration Number:	3215273	DINO

## CORRESPONDENCE DATA

Fax Number:

*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: 6504732629  
 Email: ipcalendardept@omm.com  
 Correspondent Name: Scott Pink  
 Address Line 1: 2765 Sand Hill Rd.  
 Address Line 2: O'Melveny & Myers LLP

**Address Line 4:** Menlo Park, CALIFORNIA 94025

**ATTORNEY DOCKET NUMBER:** 0038280-00014

**NAME OF SUBMITTER:** Scott Pink

**SIGNATURE:** /Scott Pink/

**DATE SIGNED:** 05/03/2023

**Total Attachments: 11**

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source=IAG - Dean Martin - Trademark Assignment (Executed)#page1.tif

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In Response to the Notice of Non-Recordation dated March 30, 2023:

Pursuant to the Subsequent Assignment (Page 1 Paragraph 2) set forth in the accompanying document, and further to that recorded at Reel/Frame: **7867/0915**

2. Subsequent Assignment. Immediately following the assignment by Assignor to Assignee contemplated under Section 1. and without any further act on the part of any person or entity, Assignee hereby irrevocably transfers, sets over and assigns, effective as of July 1, 2022, all of its right, title and interest in and to the Assigned Trademarks to Iconic DM IP LLC, a Delaware limited liability company and wholly-owned subsidiary of Assignee, and Iconic DM IP LLC hereby accepts the Assigned Trademarks.

## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (“**Trademark Assignment**”), dated September 27, 2022, is made by the Dean Martin Family Trust (the “**Trust**”), a California trust, by and through Laura Lizer and Joel McCabe Smith, its Trustees (the “**Trustees**”, and the Trustees and the Trust are collectively referred to hereinafter as the “**Assignor**”), in favor of Iconic DM Holdings LLC, a Delaware limited liability company (“**Assignee**”), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of September 9, 2022, by and between Assignor, as seller, and Assignee, as purchaser.

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Assignor has irrevocably sold, transferred, set over and assigned to Assignee, and Assignee has accepted, among other assets, certain intellectual property of Assignor, and Assignor agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable jurisdictions.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

1. Assignment. For good and valuable consideration in the amount paid under Section 2.5 of the Purchase Agreement, the receipt and adequacy of which Assignor hereby acknowledges, Assignor hereby irrevocably sells, transfers, sets over and assigns to Assignee, and Assignee hereby accepts from Assignor, the following effective as of July 1, 2022:

(a) an undivided 60% interest in the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) 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;

(c) 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 in proportion to the percentage interest assigned by Assignor to Assignee; and

(d) 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.

2. Subsequent Assignment. Immediately following the assignment by Assignor to Assignee contemplated under Section 1, and without any further act on the part of any person or entity, Assignee hereby irrevocably transfers, sets over and assigns, effective as of July 1, 2022, all of its right, title and interest in and to the Assigned Trademarks to Iconic DM IP LLC, a Delaware limited liability company and wholly-owned subsidiary of Assignee, and Iconic DM IP LLC hereby accepts the Assigned Trademarks.

3. Rights of Administration. In connection with the assignment contemplated under Section 1, Assignor hereby irrevocably grants to Assignee and its assignees and designees, including Iconic DM IP LLC, in perpetuity and throughout the universe, all of the following rights with respect to any and all Assigned Trademarks, whereby Assignee shall have the sole and exclusive right, effective as of July 1, 2022, to manage and administer each and every Assigned Trademark throughout the universe (such rights, the “**Rights of Administration**”):

(a) the rights (i) to publish, exercise, approve, consent, license, authorize, reproduce (in any form or medium now known or hereafter devised), distribute, display, publicly or privately perform, communicate or make available to the public, prepare derivative works, adaptations, dramatizations or arrangements based upon, add to, alter, modify, translate (and, with respect to such derivative works, adaptations, dramatizations, arrangements, additions, alterations, modifications, and/or translations, to exercise all of the same rights and powers granted herein in respect of the applicable Assigned Trademark), print, synchronize, record, broadcast, re-broadcast, telecast, webcast, transmit, stream, possess, rent, lend, deal in, transfer or otherwise dispose of or exploit in any and all media, means or methods of whatsoever nature (whether now known or hereafter devised), deal in, transfer or otherwise dispose of and take any other actions in connection with any matters relating to (or refrain therefrom), the Assigned Trademarks, and Assignor’s rights of any kind under any contract related to any of the foregoing, or any of them, or any right therein (whether such rights are vested, contingent, inchoate, expectant, or otherwise) or exploitation thereof, (ii) to enter into agreements with any person, including affiliates of Assignee with respect to all or part of the rights or Assigned Trademarks assigned or granted hereunder, (iii) to apply for and secure trademark registrations, renewals and extensions, and record assignments and corrections with respect to any of the foregoing in the name of Assignor or Assignee under any law now in effect or hereinafter enacted, and to act on intellectual property matters related to any of the foregoing, and (iv) the right, but not the obligation, to institute, pursue and compromise all actions relating to the Assigned Trademarks, no matter when the same arose, whether existing prior to, on or after the date of this Trademark Assignment; and

(b) the rights to collect (and authorize others to collect), the following: (i) actions, debts, accounts receivable, credits accounts, royalties, advances, fees, and income, in each case, from any and all sources and that are or become earned or payable in respect of or relating to the Assigned Trademarks, which exist as of or after July 1, 2022 (irrespective of when arising) or come into existence at any time on or after July 1, 2022 (irrespective of when arising), (ii) recoveries from actions, recoveries from audits or examinations of distributors, publishers, licensees and other payors, and (iii) all other rights to receive monies, proceeds or other property from any and all sources, now known or hereafter devised, which are earned, payable or become payable in respect of the Assigned Trademarks, at any time on or after July 1, 2022, and which are paid or payable by any payor now or hereafter known.

The Rights of Administration transferred to Assignee by Assignor pursuant to this Trademark Assignment are irrevocable and coupled with Assignee’s interest in the Assigned Trademarks.

4. Recordation and Further Actions. 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 Trademark Assignment upon request by any assignee hereunder. Following the date hereof, upon Assignee’s reasonable request, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

5. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

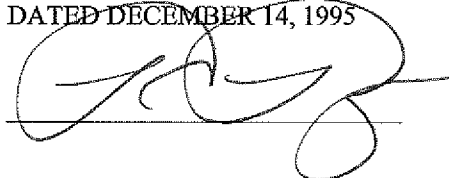
8. Governing Law. This Agreement and any action hereunder shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflict of laws thereof. Any action arising out of or relating to this Trademark Assignment may only be instituted in the federal courts of the United States of America or the courts of the State of California, in each case located in the City of Los Angeles and the County of Los Angeles, and each party hereto waives any objection which such party may now or hereafter have to the laying of the venue of any such action, and irrevocably submits to the exclusive jurisdiction of any such court in any such action. Nothing herein shall limit the ability of any party hereto to enforce any judgment of such courts in any other court.

*Signature pages follow.*

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

**ASSIGNOR:**

LAURA LIZER, as Trustee of the DEAN  
MARTIN FAMILY TRUST  
DATED ~~DECEMBER~~ 14, 1995

A handwritten signature in black ink, appearing to read 'L. Lizer', is written over a horizontal line. The signature is stylized and cursive.

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 008058 FRAME: 0236**

ACKNOWLEDGMENT

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 )

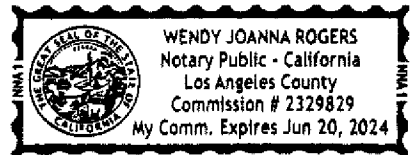
On September 9, 2022, before me, Wendy Joanna Rogers, a

Notary Public, personally appeared Laura Lizer Word, signing as "Laura Lizer", Trustee of the Dean Martin Family Trust, dated December 14, 1995, 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 



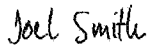
(SEAL)



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

**ASSIGNOR:**

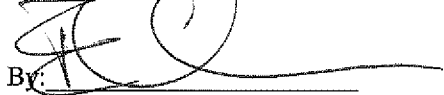
JOEL MCCABE SMITH, as Trustee of the  
DEAN MARTIN FAMILY TRUST  
DATED DECEMBER 14, 1995

DocuSigned by:  
  
3A8C2B134270456

**ACCEPTED AND AGREED:**

**ASSIGNEE:**

ICONIC DM HOLDINGS LLC

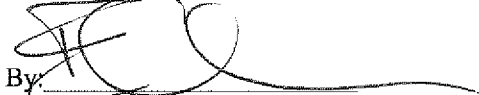
By: 

Name: Elizabeth E. Collins

Title: Authorized Signatory

**SUBSEQUENT ASSIGNEES:**

ICONIC DM IP LLC

By: 

Name: Elizabeth E. Collins

Title: Authorized Signatory

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 008058 FRAME: 0239**

**SCHEDULE A**

**Assigned Trademarks**

[Attached.]

Trademark	Classes	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
DEAN MARTIN	14, 28	United States (USPTO)	88458309	5,937,542	12/17/2019	Registered
DEAN MARTIN	33	United States (USPTO)	87409839	5382493	01/16/2018	Registered
DEAN MARTIN	35	United States (USPTO)	85884384	4535863	05/27/2014	Registered
DEAN MARTIN	9	United States (USPTO)	85233366	5027308	08/23/2016	Registered
DEAN MARTIN	9	United States (USPTO)	78808495	3215272	03/06/2007	Registered
DEAN MARTIN CELEBRITY ROASTS	9	United States (USPTO)	86155786	4604677	09/16/2014	Registered
DINO	9	United States (USPTO)	85884368	4453881	12/24/2013	Registered
DINO	9	United States (USPTO)	78808504	3215273	03/06/2007	Registered
DEAN MARTIN	9, 16, 25, 28, 41	EU	007520844	7520844	07/29/2009	Registered
DEAN MARTIN	21	United States (USPTO)	85979041	4351696	06/11/2013	Cancelled
 DINO'S Lodge	43	United States (USPTO)	85884398	N/A	N/A	Application Abandoned
DEAN MARTIN CELEBRITY ROASTS	9	United States (USPTO)	78189237	2855895	06/22/2004	Cancelled
DEAN MARTIN	41	United States (USPTO)	76536911	N/A	N/A	Application Abandoned