# CH \$240.00 582029(

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM817692

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HOLLYWOOD FOREIGN PRESS ASSOCIATION		06/12/2023	NON-PROFIT MUTUAL BENEFIT CORPORATION: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	ELDRIDGE GLOBES, LLC	
Street Address:	600 STEAMBOAT ROAD, SUITE 200	
City:	GREENWICH	
State/Country:	CONNECTICUT	
Postal Code:	06830	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	5820296	CAROL BURNETT AWARD
Registration Number:	2429146	CECIL B. DEMILLE
Registration Number:	6827940	GLOBOS DE ORO
Registration Number:	2424703	GOLDEN GLOBE
Registration Number:	2381145	GOLDEN GLOBE
Registration Number:	2422897	GOLDEN GLOBE
Registration Number:	5514063	HOLLYWOOD'S PARTY OF THE YEAR
Serial Number:	90877923	
Registration Number:	5400018	GOLDEN GLOBE AWARDS

#### **CORRESPONDENCE DATA**

**Fax Number:** 2149813400

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:** 2149813300

Email: ipdocketing@sidley.com
Correspondent Name: JULIA M. CHESTER

Address Line 1: 2021 MCKINNEY AVENUE, SUITE 2000

Address Line 4: DALLAS, TEXAS 75201

NAME OF SUBMITTER:	Julia M. Chester			
SIGNATURE:	/Julia M. Chester/			
DATE SIGNED:	06/15/2023			
Total Attachments: 7				
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#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Trademark Assignment</u>"), dated as of June 12, 2023 (the "<u>Effective Date</u>"), is entered into by and between the Hollywood Foreign Press Association, a California non-profit mutual benefit corporation (the "<u>Assignor</u>"), and Eldridge Globes, LLC, a Delaware limited liability company (the "<u>Assignee</u>"). The Assignor and the Assignee are sometimes herein referred to collectively as the "<u>Parties</u>" and individually as a "<u>Party</u>."

WHEREAS, the Assignor owns the trademark and service mark registrations and applications set forth on <a href="Schedule1">Schedule 1</a> (the "Assigned Marks"); and

WHEREAS, the Assignor desires to assign, transfer, convey and deliver to the Assignee, and the Assignee wishes to accept and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under the Assigned Marks and all goodwill associated or connected therewith or symbolized thereby.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

- 1. Assignment. The Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby accepts and acquires, all of the Assignor's right, title and interest of every kind and nature throughout the world in perpetuity in, to and under the Assigned Marks, including, without limitation, all rights that may now or hereafter be vested in the Assignor with respect to such Assigned Marks, together with: (a) the goodwill associated or connected therewith or symbolized thereby; (b) all common law rights in, and all rights derived from, the Assigned Marks; (c) all applications and registrations granted thereon and all documentation issued thereon, and any renewals thereof; (d) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Assigned Marks, and the right to sue for damages, injunctive relief, lost profits in connection therewith or any other remedy or otherwise recover therefor, (e) any and all income, royalties, damages and payments with respect to the Assigned Marks and the right to receive such income, royalties, damages and payments; (f) the right to prosecute, maintain and defend the Assigned Marks; (g) the right to claim priority based on the Assigned Marks; and (h) the right to stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as would have been held and enjoyed by the Assignor if the assignment contemplated hereby had not been made. The assignment contemplated hereby is intended to be an absolute assignment and not by way of security.
- 2. <u>Further Assurances</u>. The Assignor will: (a) execute, acknowledge and deliver such other agreements, instruments, papers, applications, certificates and other documents; and (b) do all lawful acts that may be necessary or desirable, in the opinion of the Assignee, to carry out its obligations under this Trademark Assignment, in each case, that will enable and assist the Assignee to carry out in good faith the intent and purposes of this Trademark Assignment, without any additional consideration. The Assignor will cooperate with the Assignee to perform such other necessary or desirable acts as the Assignee or its successors, assigns or legal representatives deem reasonably necessary to secure to the Assignee, its successors, assigns, and/or legal representatives, the rights assigned and conveyed hereby. If the Assignor fails to promptly take any action or execute any document as required by this <u>Section 2</u> after written request by the Assignee, then the Assignee shall be entitled to exercise the power of attorney provided in <u>Section 3</u>.

- 3. <u>Power of Attorney</u>. The Assignor hereby irrevocably constitutes and appoints the Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the Assignor's name to take any and all lawful action and to execute thereafter any and all documents and instruments that the Assignee deems necessary or desirable to accomplish the intent and purposes of this Trademark Assignment. This power of attorney shall be deemed coupled with an interest and shall be irrevocable.
- 4. <u>Recordation</u>. The Assignee shall be solely responsible for all actions associated with the perfection of Assignee's right, title and interest in, to and under the Assigned Marks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to the Assignee of the Assigned Marks. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office or other similar government authority worldwide, to record the Assignee as the owner of the Assigned Marks and to deliver to the Assignee, and to the Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.
- 5. <u>Amendment and Waiver</u>. This Trademark Assignment can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument signed by both parties hereto.
- 6. <u>Governing Law.</u> This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Delaware.
- 7. <u>Binding Effect</u>. This Trademark Assignment shall be binding upon and inure to the Parties and their respective successors and assigns. Nothing in this Trademark Assignment shall create or be deemed to create any third party beneficiary rights in any third party.
- 8. <u>Counterparts</u>. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the Parties transmitted by facsimile or by e-mail transmission in PDF (or similar format) shall be deemed to be their original signatures for all purposes.
- 9. <u>Headings</u>. The division of this Trademark Assignment into sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Trademark Assignment.
- 10. <u>Relationship of the Parties</u>. Notwithstanding any provision hereof, for all purposes of this Trademark Assignment each Party will be and act as an independent contractor and must not bind nor attempt to bind the other in any manner.
- 11. <u>Severability</u>. If any provision of this Trademark Assignment is held to be illegal or unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that the remainder of this Trademark Assignment will continue in full force and effect and enforceable.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF**, the Parties have caused this Trademark Assignment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

#### **ASSIGNOR:**

# HOLLYWOOD FOREIGN PRESS ASSOCIATION

By: trlun tolune
Name: Helen Hoenne

Title: President

Title: Treasurer

**IN WITNESS WHEREOF**, the Parties have caused this Trademark Assignment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

# **ASSIGNEE**:

**ELDRIDGE GLOBES, LLC** 

Name: Todd L. Boehly

Title: Manager

# Schedule 1

### **Assigned Marks**

No.	Mark	Country	App. No./	Reg. No./	Current Owner	Status
1.	GOLDEN GLOBE AWARDS Design GOLDEN GLOBE AWARDS	USA	App. Date 87433535 02-MAY-2017	Reg. Date 5400018 13-FEB-2018	Hollywood Foreign Press Association ("HFPA")	Registered
2.	CAROL BURNETT AWARD	USA	88252911 07-JAN-2019	5820296 30-JUL-2019	HFPA	Registered
3.	CECIL B. DEMILLE	USA	75565058 06-OCT-1998	2429146 20 <b>-</b> FEB <b>-</b> 2001	HFPA	Registered
4.	Design Only	USA	90877923 11-AUG-2021	-	HFPA	Pending
5.	GLOBOS DE ORO	Argentina	3759621 20-NOV-2018	3028135 27-SEP-2019	HFPA	Registered
6.	GLOBOS DE ORO	Mexico	2136509 28-NOV-2018	1973716 22-FEB-2019	HFPA	Registered
7.	GLOBOS DE ORO	USA	88192923 14-NOV-2018	6827940 23-AUG-2022	HFPA	Registered
8.	GOLDEN GLOBE	Argentina	3483200 03-MAR-2016	2863979 12 <b>-J</b> AN-2017	HFPA	Registered
9.	GOLDEN GLOBE	Australia	1754509 24-FEB-2016	1754509 24-FEB-2016	HFPA	Registered
10.	GOLDEN GLOBE	Brazil	910743843 10-MAR-2016	910743843 02-AUG-2022	HFPA	Registered

No.	Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
11.	GOLDEN GLOBE	Canada	1774259 29-MAR-2016	TMA1010499 05-DEC-2018	HFPA	Registered
12.	GOLDEN GLOBE	China	19930525 12-MAY-2016	19930525 14-AUG-2018	HFPA	Registered
13.	GOLDEN GLOBE	China	19930526 12-MAY-2016	19930526 07-SEP-2017	HFPA	Registered
14.	GOLDEN GLOBE	China	19454770 29-MAR-2016	19454770 07-MAY-2017	HFPA	Registered
15.	GOLDEN GLOBE	EUTM	7200694 29-AUG-2008	7200694 09-AUG-2010	HFPA	Registered
16.	GOLDEN GLOBE	Hong Kong	303698948 29-FEB-2016	303698948 29-FEB-2016	HFPA	Registered
17.	GOLDEN GLOBE	India	3305035 08-JUL-2016	3305035 08-JUL-2016	HFPA	Registered
18.	GOLDEN GLOBE	Indonesia	J002016016801 11-APR-2016	IDM000692165 23-APR-2020	HFPA	Registered
19.	GOLDEN GLOBE	Japan	2016-020300 25-FEB-2016	5926289 24-FEB-2017	HFPA	Registered
20.	GOLDEN GLOBE	Mexico	1736850 15-APR-2016	1668097 24-AUG-2016	HFPA	Registered
21.	GOLDEN GLOBE	Philippines	42016501200 26-FEB-2016	501200 02-JUN-2016	HFPA	Registered
22.	GOLDEN GLOBE	Singapore	40201603359P 25-FEB-2016	40201603359P 25-FEB-2016	HFPA	Registered
23.	GOLDEN GLOBE	South Africa	2016/04677 24-FEB-2016	2016/04677 18-JAN-2018	HFPA	Registered
24.	GOLDEN GLOBE	South Korea	41-2016-0010136 03-MAR-2016	4103912800000 16-MAR-2017	HFPA	Registered
25.	GOLDEN GLOBE	Turkey	2016/21432 09- MAR-2016	2016/21432 09-MAR-2016	HFPA	Registered
26.	GOLDEN GLOBE	United Kingdom	UK00907200694 29-AUG-2008	UK00907200694 09-AUG-2010	HFPA	Registered

No.	Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
27.	GOLDEN GLOBE	USA	75749028 10-AUG-1998	2424703 30-JAN-2001	HFPA	Registered
28.	GOLDEN GLOBE	USA	75749029 10-AUG-1998	2381145 29-AUG-2000	HFPA	Registered
29.	GOLDEN GLOBE	USA	75749030 10-AUG-1998	2422897 23-JAN-2001	HFPA	Registered
30.	HOLLYWOOD'S PARTY OF THE YEAR	USA	86599120 16-APR-2015	5514063 10-JUL-2018	HFPA	Registered

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**RECORDED: 06/15/2023**