

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RCRDCLUB Corporation		11/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Malibu Entertainment, Inc.		
Street Address:	1955 Broadway, Suite 600,		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6555665	HIFI	
Registration Number:	6555666	HIFI	
Serial Number:	97683663	FUTURE WAVE	
Serial Number:	97683668	FUTUREWAVE	
CORRESPONDENCE DATA			
Fax Number:	202-857-63		
<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:	202-857-6000		
Email:	TMdocket@afslaw.com		
Correspondent Name:	Diana Bae, Esq., ArentFox Schiff LLP		
Address Line 1:	1717 K Street NW		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	043066.00000		
NAME OF SUBMITTER:	diana s. bae		
SIGNATURE:	/diana s. bae/		
DATE SIGNED:	12/08/2023		
Total Attachments: 4			
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COPYRIGHT AND TRADEMARK ASSIGNMENT

This COPYRIGHT AND TRADEMARK ASSIGNMENT (the “Assignment”), dated as of November 30, 2023, is made between RCRDCLUB Corporation, a Delaware corporation (“Assignor”), and Malibu Entertainment, Inc., a Delaware corporation (“Assignee”) (together, the “Parties”). All capitalized terms used but not defined herein shall have the meaning given in the Distribution and Assignment Agreement (as defined below).

WHEREAS on October 10, 2023, pursuant to an Agreement and Plan of Merger (“**Merger Agreement**”) between the Assignor and Block, Inc. entered into on September 26, 2023, pursuant to which, among other things, the Assignor became a wholly owned subsidiary of Block, Inc. Immediately thereafter, Block, Inc. and certain of its subsidiaries, through a series of contributions, contributed all of the outstanding shares of capital stock of the Assignor to the Assignee, such that the Assignor became a wholly owned subsidiary of the Assignee. Following such contributions, Assignee entered into an Intangible Property Distribution and Assignment Agreement (“**Distribution and Assignment Agreement**”), where the Assignor, conveyed, transferred, and assigned all right, title, and interest in its intellectual property to Assignee.

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Distribution and Assignment Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assigned Trademarks. The term “Assigned Trademarks” means all trademarks including but not limited to the trademarks set forth on **Schedule A** attached hereto.
2. Assigned Copyrights. The term “Assigned Copyrights” means all copyrights and copyright interests owned by Assignor.
3. Assignment. Assignor hereby assigns, transfers and delivers to Assignee all of Assignor’s right, title and interest in and to the Assigned Trademarks together with the goodwill of the business symbolized by the Assigned Trademarks, including the transfer of Assignor’s business or that portion of the business to which the Assigned Trademarks pertain, and that business is ongoing and existing. Assignor hereby assigns, transfers, and delivers to Assignee all of Assignor’s right, title and interest in and to the Assigned Copyrights without reservation.
4. Further Assurances. Assignor will do all lawful acts that are necessary for recording and perfecting Assignee’s rights to any Assigned Trademarks and Assigned Copyrights. In addition, and without limiting and not in lieu of the preceding sentence, Assignors shall complete, as soon as practicable, any necessary re-execution and notarization, if any, and other procedural steps to be taken by Assignor to render trademark and copyright assignments suitable for filing in all jurisdictions.
5. Successors and Assigns. This Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.
6. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

7. Governing Law. This Assignment will be governed by and construed in accordance with the internal Laws of the State of California applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of Law principles that would require the application of any other Law.

8. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

9. Precedence. The Distribution and Assignment Agreement shall take precedence over this Assignment. In the event of any difference, discrepancy or conflict between any term or condition in the Distribution and Assignment Agreement and any term or condition in this Assignment, the terms and conditions of the Distribution and Assignment Agreement shall prevail and govern.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above by their respective duly authorized officers.

RCRDCLUB Corporation,

Malibu Entertainment, Inc.

Assignor

Assignee

DocuSigned by:
By Philip M. Seabrease
08F027D76F78410...

DocuSigned by:
By Elizabeth Gorrell
0A58A3F35109485...

Name: Philip M. Seabrease


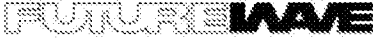
Name: Elizabeth Gorrell

Title: Director

Title: Director

SCHEDULE

Trademarks

COUNTRY	MARK	REG. NO./ SER. NO.	CLASSES
United States	HIFI	6555665	9, 35, 36, 42
United States		6555666	9, 35, 36, 42
United States	FUTURE WAVE	97683663	41
United States		97683668	41