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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI131232

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Violet Crown Cinemas, LLC		12/15/2023	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Company Name:	Violet Crown Partners, LLC		
Street Address:	800 Brazos Street #220		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: TEXAS		

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5691295	VIOLET CROWN
Registration Number:	4979206	VIOLET CROWN
Registration Number:	4795304	VIOLET CROWN
Registration Number:	4367376	VIOLET CROWN CINEMA
Registration Number:	4279711	VIOLET CROWN
Registration Number:	4407114	

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: 5123225200

Email: tmcentral@pirkeybarber.com,epoole@pirkeybarber.com

Correspondent Name: Emily Poole

Address Line 1: 1801 East 6th Street, Suite 300

Address Line 4: Austin, TEXAS 78702

ATTORNEY DOCKET NUMBER:	TXCM001
NAME OF SUBMITTER:	Theresa Waltos
SIGNATURE:	Theresa Waltos
DATE SIGNED:	03/29/2024

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("<u>Assignment</u>") is made and entered into as of as of December 15, 2023 ("<u>Effective Date</u>"), by and between Violet Crown Cinemas, LLC, a Texas limited liability company, with an address of 1614 W. 5th Street, Austin, Texas 78703 ("<u>Assignor</u>") and Violet Crown Partners, LLC, a Texas limited liability company with an address of 800 Brazos Street #220, Austin, TX 78701 ("<u>Assignee</u>"). Together, Assignor and Assignee are referred to as the "<u>Parties</u>" and individually as a "<u>Party</u>."

RECITALS

Assignor, immediately prior to the Effective Date, was the owner of all right, title and interest in and to the common law and registered trademarks set forth in <u>Schedule 1</u> attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, "<u>Assigned Trademarks</u>");

Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the sum of **ONE-HUNDRED DOLLARS** (\$100.00 U.S.) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties here to agree as follows:

AGREEMENT

- 1. <u>Incorporation of Recitals; Capitalized Terms</u>. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein.
- Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademarks, (c) to any and all licenses or other similar contractual rights for the Assigned Trademarks, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or

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payable with respect to any of the Assigned Trademarks, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

- 3. <u>Recordation</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Assignor further agrees to execute such documents as may be required to record Assignee as the owner of the registered Assigned Trademark.
- 4. <u>Further Assurances</u>. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.
- 5. <u>Entire Agreement</u>. This Assignment, together with <u>Schedule 1</u>, constitutes the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 6. <u>Governing Law.</u> This Assignment (and any claim or controversy arising out of this Assignment) shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Texas.
- 7. <u>Successors and Assigns</u>. This Assignment shall be binding on and inure to the benefit of the parties' successors and assigns.
- 8. <u>Severability</u>. If any provision of this Assignment or its application to any person or circumstance shall be declared invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Assignment or the application of such provision to persons or circumstances other that those to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the maximum extent permitted by law.
- 9. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

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IN WITNESS WHEREOF, the parties have executed this Trademark Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR	:

Violet Crown Cinemas, LLC

Name: William S. Banowsky, Jr.

Title: Manager

ASSIGNEE:

Violet Crown Partners, LLC

By: Es Vedra Cinemas, LLC, its Manager

By:_____

Name: Dan Ferreri

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment intending to be legally bound as of the Effective Date.

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Violet Crown Cinemas, LLC

By: _____

Name: William S. Banowsky, Jr.

Title: Manager

ASSIGNEE:

Violet Crown Partners, LLC

By: Es Vedra Cinemas, LLC, its

Manager

Name: Dan Ferreri

Title. Authorized Signatory

Schedule 1

Assigned Trademarks

Registrations and Applications

Mark	Jurisdiction	Reg. No.	Reg. Date
VIOLET CROWN	United States	5691295	March 5, 2019
Violet Crown	United States	4979206	June 14, 2016
Violet Crown	United States	4795304	August 18, 2015
VIOLET CROWN CINEMA	United States	4367376	July 16, 2013
VIOLET CROWN	United States	4279711	January 22, 2013
	United States	4407114	September 24, 2013

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