

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI98615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPE Purpose Enterprises LLC		01/17/2024	Limited Liability Company:
RECEIVING PARTY DATA			
Company Name:	Lucasfilm Ltd. LLC		
Street Address:	One Letterman Drive, Bldg. B		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94129		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97575203	THE GREAT CIRCLE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8185601000		
Email:	shelly.guerena@disney.com		
Correspondent Name:	Shelly Guerena		
Address Line 1:	500 South Buena Vista Street		
Address Line 4:	Burbank, CALIFORNIA 91521		
NAME OF SUBMITTER:	SHELLY GUERENA		
SIGNATURE:	SHELLY GUERENA		
DATE SIGNED:	04/02/2024		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made effective as of January 17, 2024 (the "Effective Date"), by and between SPE Purpose Enterprises LLC, a limited liability company organized in Delaware, whose registered office is at 1300 SW Fifth Avenue, Suite 2400, Portland, Oregon, 97201 ("SPE"), and Lucasfilm Ltd. LLC, a limited liability company organized in California, whose principal place of business is at One Letterman Drive, Bldg. B, San Francisco, California, 94129 ("Lucasfilm").

RECITALS

WHEREAS, SPE is the owner of all rights, title and interest to the Trademarks (as defined below); and

WHEREAS, SPE desires to assign to Lucasfilm, and Lucasfilm desires to assume, the above-identified rights, title and interest to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SPE and Lucasfilm agree as follows:

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below.

(a) "Trademarks" means any and all of the following, and rights in, arising out of, or associated therewith, throughout the universe, that are owned by SPE as of the Effective Date: trademarks, service marks, trade dress, trade names (including fictitious, assumed and d/b/a names), Internet domain names, URLs, common law trademark rights (including goodwill in the business relating to the Trademarks) and registrations of the foregoing and applications therefor, as set forth on Exhibit A.

Section 1.02 Assignment. SPE, hereby assigns, transfers, conveys and delivers to Lucasfilm, all of the rights, title and interest in and to the Trademarks together with any common law rights and all the goodwill attached to the business relating to the Trademarks. For the avoidance of doubt, the assignment of the Trademarks shall include the right for Lucasfilm to bring, oppose, defend or appeal proceedings against any third party in respect of any cause of action arising before, on or after the date of this Agreement in relation to the Trademarks, including the right to sue in respect of every act of infringement or passing off of the Trademarks occurring prior to the date of this Agreement.

Section 1.03 Assumption. Lucasfilm hereby accepts such assignment of the rights, title and interest in and to the Trademarks together with any common law rights and all the goodwill attached to the business relating to the Trademarks.

Section 1.04 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.05 Further Actions. Each of the parties hereto agrees to use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable law or otherwise to consummate and make effective this Agreement.

Section 1.06 Third Party Beneficiaries. Nothing contained in this Agreement, expressed or implied, shall confer unto any person other than the parties hereto or their respective successors or assigns any right, obligation, remedy or benefit hereunder.

Section 1.07 No Representations or Warranties. Except as may expressly be set forth herein, (a) neither the parties hereto nor any other person makes any representation or warranty of any kind whatsoever, express or implied, with all respect to the Trademarks and (b) none of the parties hereto or any other person makes any representation or warranty with respect to any information made available in connection with the execution, delivery or performance of this Agreement or the consummation of the assignment and assumption pursuant to this Agreement.

Section 1.08 Amendment. No amendment or modification of this Agreement shall be effective unless it is set forth in writing and signed by all the Parties.

Section 1.09 Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Delaware.

Section 1.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, SPE and Lucasfilm have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

SPE Purpose Enterprises LLC

By: 

Name: Charles J. Steinberg

Title: Vice President

Lucasfilm Ltd. LLC

By: 

Name: Edith Serna

Title: Assistant Secretary

Exhibit A

Trademarks

Country	Mark	Application No.	Application Date	Registration No.	Registration Date
Australia	THE GREAT CIRCLE	1691616	September 6, 2022	2310561	1/11/2023
Brazil	THE GREAT CIRCLE	1691616	September 6, 2022	--	--
Canada	THE GREAT CIRCLE	2218339	September 6, 2022	--	--
Chile	THE GREAT CIRCLE	1691616	September 6, 2022	1691616	9/6/2022
China	THE GREAT CIRCLE	1691616	September 6, 2022	--	--
Colombia	THE GREAT CIRCLE	1691616	September 6, 2022	--	--
European Union	THE GREAT CIRCLE	1691616	September 6, 2022	1691616	3/20/2023
Honduras	THE GREAT CIRCLE	2022-1321	March 8, 2022	2023-165838	8/14/2023
Honduras	THE GREAT CIRCLE	2022-1322	March 8, 2022	--	--
Hong Kong	THE GREAT CIRCLE	306051320	September 2, 2022	306051320	1/17/2023
India	THE GREAT CIRCLE	1691616	September 6, 2022	1691616	9/6/2022
Indonesia	THE GREAT CIRCLE	M0020221691616	September 6, 2022	1691616	9/6/2022
World Intellectual Property Organization	THE GREAT CIRCLE	1691616	September 6, 2022	1691616	9/6/2022
Israel	THE GREAT CIRCLE	357460	September 6, 2022	--	--
Japan	THE GREAT CIRCLE	1691616	September 6, 2022	--	--
Korea, Republic of (KR)	THE GREAT CIRCLE	1691616	September 6, 2022	--	--
Malaysia	THE GREAT CIRCLE	1691616	September 6, 2022	1691616	9/6/2022
Mexico	THE GREAT CIRCLE	1691616	September 6, 2022	--	--
New Zealand	THE GREAT CIRCLE	1222695	September 6, 2022	1222695	5/25/2023
Norway	THE GREAT CIRCLE	1691616	September 6, 2022	--	--
Philippines	THE GREAT CIRCLE	1691616	September 6, 2022	--	--
Russian Federation	THE GREAT CIRCLE	1691616	September 6, 2022	1691616	9/6/2022
Singapore	THE GREAT CIRCLE	1691616	September 6, 2022	1691616	9/6/2022
Switzerland	THE GREAT CIRCLE	1691616	September 6, 2022	1691616	9/6/2022

Thailand	THE GREAT CIRCLE	1691616	September 6, 2022	--	--
Turkey	THE GREAT CIRCLE	1691616	September 6, 2022	1691616	3/8/2023
United Kingdom	THE GREAT CIRCLE	1691616	September 6, 2022	1691616	9/6/2022
United States of America	THE GREAT CIRCLE	97575203	September 1, 2022	--	--
Vietnam	THE GREAT CIRCLE	1691616	September 6, 2022	1691616	9/6/2022