

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8040611

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
CITY THEATRICAL, INC.	06/30/2023
RECEIVING PARTY DATA	
Name:	CITY THEATRICAL, LLC
Street Address:	251 LITTLE FALLS DRIVE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7432803
Patent Number:	10129964
Patent Number:	10973110
Patent Number:	10855773
Patent Number:	11172563
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:	9195646182
Email:	amberzhang@paulhastings.com
Correspondent Name:	YIQUN ZHANG
Address Line 1:	1117 S CALIFORNIA AVE
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	46920.00004
NAME OF SUBMITTER:	YIQUN ZHANG
SIGNATURE:	/Yiqun Zhang/
DATE SIGNED:	07/05/2023
Total Attachments: 7	

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is effective as of June 30, 2023, by and between City Theatrical, Inc., a New Jersey corporation (the "Assignor"), and City Theatrical, LLC, a Delaware limited liability company ("Assignee").

This Agreement is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among the Assignor, Assignee and Gary Fails, pursuant to which the Assignor agreed to sell to Assignee and Assignee has agreed to purchase from the Assignor all of the Purchased Assets, including without limitation the trademarks and service marks set forth on Schedule A attached hereto, and all registrations, applications to register, common law trademark rights and goodwill associated with any of the foregoing (collectively, the "Assigned Marks"), the internet domain names set forth on Schedule B attached hereto, and all domain name registrations thereof (collectively, the "Assigned Domain Names") and the patents set forth on Schedule C attached hereto, and all domestic and foreign patent applications and registrations, inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and goodwill associated with any of the foregoing (collectively, the "Assigned Patents"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably and unconditionally delivers, grants, conveys, transfers, and assigns to Assignee (a) all right, title, and interest in and to (i) the Assigned Marks, (ii) the Assigned Domain Names and (iii) the Assigned Patents; together with (b) all rights to income, royalties and license fees deriving from the Assigned Marks, Assigned Patents or the Assigned Domain Names, all claims for damages by reason of past, present and future infringements and dilution of the Assigned Marks, the Assigned Patents or the Assigned Domain Names or injury to the goodwill associated with the Assigned Marks, the Assigned Patents or the Assigned Domain Names, and the rights to sue for and collect such damages, as permitted under the applicable Laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives (all of the foregoing, collectively, the "Assigned IP"); all of the foregoing, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

2. Assistance. The Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Assigned IP, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee; assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense; and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper control and protection for the Assigned Marks, the Assigned Patents and Assigned Domain Names. Without limiting the generality of the foregoing, promptly upon execution of this Assignment, the Assignor agrees

to transfer (or accept a request to transfer) the Assigned Domain Names to an account and/or registrar of Assignee's choosing, unlock the Assigned Domain Names and provide Assignee with all applicable AUTH CODEs. Further, Assignor and its successors agree not to challenge the validity or completeness of the assignment of the Assigned Domain Names to Assignee hereunder, nor to permit or assist any third party to do so. In the event Assignee is unable for any reason, after commercially reasonable efforts, to secure the Assignor's signature on any document needed in connection with the actions specified in this Section 2, the Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as the Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on the Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by the Assignor.

3. Miscellaneous. The provisions of Sections 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 9.11, 9.12 and 9.13 of the Purchase Agreement, and any defined terms used therein, are incorporated by reference herein, *mutatis mutandis*.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

CITY THEATRICAL, INC.

DocuSigned by:

Gary Fails

By: _____

Name: Gary Fails

Its: President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNEE:

CITY THEATRICAL, LLC

DocuSigned by:

Scott A. Finegan

By: _____
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Name: Scott A. Finegan

Its: Vice President & Secretary

SCHEDULE A**Assigned Marks**

Jurisdiction	Mark	App. Ser. No.	App. Date	Reg. No.	Reg. Date
US	QolorFlex	87-215,959	October 26, 2016	5,344,384	November 28, 2016
US	QolorPix	87-215,964	October 26, 2016	5,416,859	February 27, 2018
US	DMXcat	87-215,968	October 26, 2016	5,381,840	January 16, 2018
US	Multiverse	87-216,109	October 26, 2016	5,342,323	November 21, 2017
China	Multiverse	87216109	July 29, 2021	1603967	November 22, 2021
EU	Multiverse	N/A	July 29, 2021	1603967	December 16, 2021
UK	Multiverse	N/A	N/A	1603967	May 20, 2021
US	Multiverse Logo V1	87-747,355	January 8, 2018	5,711,024	March 26, 2019
US	Multiverse Logo V2	87-747,374	January 8, 2018	5,711,025	March 26, 2019
US	QolorPoint	87-216,172	October 26, 2016	5,217,546	June 6, 2017
US	SHoW Baby	88-149,992	October 10, 2018	5,757,217	May 21, 2019
US	QolorFlex NuNeon	88-153,411	October 12, 2018	5,941,388	December 24, 2019
US	AutoYoke	75-555,451	September 18, 1998	2,333,983	March 21, 2000
US	SHoW DMX Vero	85-737,906	September 25, 2012	4,417,161	October 15, 2013
US	SHoW DMX Vero Net	85-737,934	September 25, 2012	4,413,384	October 8, 2013
US	SHoW DMX	77-409,528	February 29, 2008	3,607,242	April 14, 2009
US	SHoW DMX Neo	85-305,951	April 27, 2011	4,155,505	June 5, 2012
US	SHoW DMX SHoW Baby	85-305,958	April 27, 2011	4,155,506	June 5, 2012
US	SHoW DMX Multiverse	87-216,114	October 26, 2016	5,336,818	November 14, 2017
US	RadioScan	88-927,737	October 28, 2020	6,303,074	March 23, 2021
US	City Theatrical	90-724,101	May 20, 2021	6,778,203	July 5, 2022

SCHEDULE B

Assigned Domain Names

citytheatrical.com
citytheatrical.co.uk
cti-mfg.com
qolorflex.com

SCHEDULE C

Assigned Patents

Title	Jurisdiction	Patent No.	Application No.	Issue Date
Wireless Control System and Method Thereof	US	US 7,432,803 B2	11/109,013	October 7, 2008
Radio Transceiver and Method Thereof	EU	2103013	08727465.0	November 23, 2016
Wireless Tool for Testing and Controlling Systems	US	US 10,129,964 B1	15/788,160	November 13, 2018
Wireless Tool and Methods for Controlling, Testing, and Setting Up Lighting Fixtures	US	US 10,973,110 B1	16/811,240	April 6, 2021
Combining RDM Entities in a DMX Controlled Device	US	US 10,855,773 B1	16/458,717	December 1, 2020
Wireless DMX	US	US 11,172,563 B1	15/788,169	November 9, 2021