

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lakeshore Entertainment Group LLC		10/17/2019	Limited Liability Company: CALIFORNIA
Lakeshore International LLC		10/17/2019	Limited Liability Company: CALIFORNIA
Lakeshore Entertainment Distribution Corp.		10/17/2019	Corporation: CALIFORNIA
Lakeshore Entertainment Productions LLC		10/17/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Vine LSE IV, LP		
Street Address:	810 Seventh Avenue, Suite 802		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2389037	LAKESHORE	
Registration Number:	2371968		
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		

CH \$65.00 2389037

DATE SIGNED:

10/22/2019

Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), is effective as of October 17, 2019, by and among Lakeshore Entertainment Group LLC, a California limited liability company ("Lakeshore"), Lakeshore International LLC, a California limited liability company ("LIL"), Lakeshore Entertainment Distribution Corp., a California corporation ("LED"), and Lakeshore Entertainment Productions LLC, a California limited liability company ("LEP", and together with Lakeshore, LIL and LED, each an "Assignor" and collectively, "Assignors"), on the one hand, and Vine LSE IV, LP, a Delaware limited partnership, as agent for itself and each of Vine LSE Holdings IV, LLC and Vine LSE International IV, LLC ("Assignee"), on the other hand. Assignors and Assignee are sometimes referred to herein collectively as the "Parties".

RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 17, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which, among other things, Assignors have agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignors, certain assets, including all right, title and interest of Assignors in and to those Trademarks identified on Exhibit A attached hereto (collectively, the "Assigned Trademarks"), all on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, capitalized terms used but not defined herein shall have the same meanings as assigned to them in the Purchase Agreement; and

WHEREAS, as required by, and in accordance with, the Purchase Agreement, Assignors are executing and delivering this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and incorporating the recitals set forth above, and pursuant to the terms and conditions of the Purchase Agreement, the Parties agree as follows:

1. Assignment. Assignors hereby irrevocably and unconditionally sell, transfer, assign, convey and deliver to Assignee, and Assignee hereby purchases, acquires and accepts, all of Assignors' right, title and interest in and to the Assigned Trademarks, all extensions and renewals thereof, all common law and/or statutory rights therein and all applications to register same in the United States and in all foreign countries.

2. Recordation. The Parties hereby authorize the relevant authorities at the United States Trademark and Patent Office, or any applicable foreign, national or regional equivalent thereto, to record this Assignment.

3. Relationship to Purchase Agreement. The assignment granted herein has been granted in connection with the Purchase Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such State, without regard to the conflict of laws principles thereof.

5. Counterparts. This Assignment may be executed in two or more counterparts (including by means of PDF or other electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.


ASSIGNEE:

VINE LSE IV, LP, a Delaware limited partnership

By: Vine Media GP, LLC
Its: General Partner

By: Vine Alternative Investments IV, LP
Its: Managing Member

By: Vine Alternative Investments Group, LLC
Its: General Partner

By: 
Name: William E. Lambert
Title: Authorized Signer

ASSIGNORS:

LAKESHORE ENTERTAINMENT
GROUP LLC, a California limited liability
company

By: 
Name: **Eric Reid**
Title: **Chief Operating Officer**

LAKESHORE ENTERTAINMENT
PRODUCTIONS LLC, a California limited
liability company

By: 
Name: **Eric Reid**
Title: **Chief Operating Officer**

LAKESHORE INTERNATIONAL LLC, a
California limited liability company

By: 
Name: **Eric Reid**
Title: **Chief Operating Officer**

LAKESHORE ENTERTAINMENT
DISTRIBUTION CORP., a California
corporation

By: 
Name: **Eric Reid**
Title: **Chief Operating Officer**

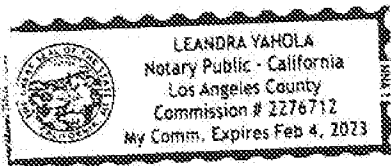
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On October 17, 2019, before me, Leandra Yahola, personally appeared Eric Reid who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

A handwritten signature in cursive script, appearing to read "L. Yahola".

Signature of Notary Public

Place Notary Seal Above

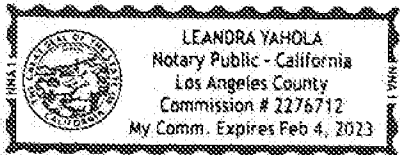
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WITNESS my hand and official seal.



Signature _____

A handwritten signature in cursive script, appearing to read "Leandra Yahola", written over a horizontal line.

Signature of Notary Public

Place Notary Seal Above

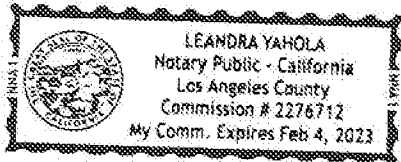
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Signature _____
Signature of Notary Public

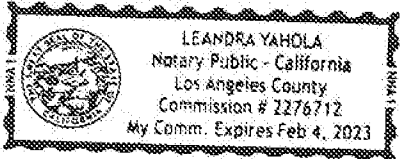
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WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT A

Assigned Trademarks

Mark	Reg. No.	Reg. Date	Jurisdiction	Record Owner	Third Party Interest
LAKESHORE	2,389,037	9/26/2000	USA	Lakeshore	N/A
	2,371,968	8/1/2000	USA	Lakeshore	N/A