

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM681405

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900584564

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TM Productions Limited		03/01/2019	Company:

## RECEIVING PARTY DATA

<b>Name:</b>	MGM Television Entertainment Inc.
<b>Street Address:</b>	245 N. Beverly Drive
<b>City:</b>	Beverly Hills
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90210
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	4815494	VIKINGS
<b>Registration Number:</b>	5503197	V

## 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:** 310-449-3198  
**Email:** awoolslayer@mgm.com  
**Correspondent Name:** Alicia Woolslayer  
**Address Line 1:** 245 N. Beverly Drive  
**Address Line 4:** Beverly Hills, CALIFORNIA 90210

<b>NAME OF SUBMITTER:</b>	Alicia Woolslayer
<b>SIGNATURE:</b>	/Alicia Woolslayer/
<b>DATE SIGNED:</b>	10/15/2021

## Total Attachments: 4

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**ASSIGNMENT OF RIGHTS AGREEMENT** dated effective as of March 1, 2019, between:

**TM PRODUCTIONS LIMITED**, a company incorporated under the laws of Ireland having its registered office at Ardmore Studios, Bray, County Wicklow, Ireland

(hereinafter referred to as the “**Assignor**”)

- and -

**MGM TELEVISION ENTERTAINMENT INC.**, having its principal office at 245 N. Beverly Drive, Beverly Hills, California USA 90210

(hereinafter referred to as the “**Assignee**”)

1. **Assignment**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby to the extent of its interest therein, irrevocably grants, assigns and conveys to the Assignee all right, title and interest of whatsoever kind or nature (including without limitation all right of copyright, trademarks and all other intellectual property rights of whatsoever nature) in perpetuity throughout the universe in and to the property known as “*Vikings*” including, without limitation, all rights in and to any and all concepts, ideas, stories, outlines, characters, themes, elements and any and all literary, musical, artistic or other materials prepared, created or conceived in connection therewith and in connection with the Series (collectively, the “**Underlying Property**”), as the same presently exist and come into being and all works based upon, incorporated in, derived from, or relating to the Underlying Property (the “**Works**”) together with, without limitation, any and all Ancillary Rights and the exclusive right in perpetuity to exhibit, distribute and exploit the Underlying Property, any and all Works and all elements thereof or therein in any and all media, whether now known or hereafter devised, throughout the universe in such manner as Assignee may determine in its sole discretion but expressly excluding the **Retained Rights** and the **Excluded Property** (as such terms are defined below).

2. **Definitions**

For purposes here the following terms shall have the following meanings:

- (a) “**Ancillary Rights**” means any and all ancillary and subsidiary rights in a the Underlying Property including, without limitation: (i) merchandising rights of any type of kind, including without limitation merchandise product, services, videogames and interactive product, mobile content and products, social media content and games, or other merchandising item, and location based entertainment (including but not limited to: theme parks, destination attractions and/or services, retail dining and entertainment and lodging); (ii) all rights relating to the exploitation of the original music, lyrics and musical compositions contained in the Underlying Property; (iii) all literary publishing rights; (iv) all commercial tie-in rights; (v) all live television and live stage rights; (vi) soundtrack recording rights; (vii) clip rights; (viii) music publishing; and (ix) any other similar ancillary and subsidiary rights with respect to the Underlying Property.
- (b) “**Excluded Property**” means the rights of the Assignor, as a co-producer and joint copyright owner, in each of the existing six seasons of the Series held by it pursuant to the Series Co-Production Agreements.

- (c) **“Retained Rights”** means: (i) the right to produce and exploit additional seasons of the Series subsequent to season VI of the Series in a manner consistent with the existing six seasons of the Series, including without limitation, as an official treaty co-production within the framework of the Treaty; and (ii) the right to produce a television series based upon the Underlying Property or the Series (a “Subsequent Production” which expression shall include additional seasons of any television series produced) provided the Subsequent Production is intended to be structured as an official treaty co-production within the framework of the Treaty and the Assignor is not in material uncured default of any of its obligations to the Assignee pursuant to any agreement entered into between the Assignee and the Assignor in respect of the Series. For greater certainty and the avoidance of doubt, the right to produce a Subsequent Production which is not intended to be structured as an official treaty co-production within the framework of the Treaty is expressly excluded from the definition of “Retained Rights”.
- (d) **“Series”** means any and all episodes of the Series based upon the Underlying Property co-produced by the Assignor pursuant to the Series Co-Production Agreements.
- (e) **“Series Co-Production Agreements”** means each of the following co-production, as amended from time to time:
  - (i) a co-production agreement dated as of March 30, 2012, between Assignor and TV5 Vikings Productions Inc. and various amendments thereto;
  - (ii) a co-production agreement dated as of May 24, 2013, between Assignor and TV5 Vikings II Productions Inc. and various amendments thereto;
  - (iii) a co-production agreement dated as of March 26, 2014, between Assignor and TV5 Vikings III Productions Inc. and various amendments thereto;
  - (iv) a co-production agreement dated as of March 20, 2014, between Assignor and TV5 Vikings IV Productions Inc. and various amendments thereto;
  - (v) a co-production agreement dated as of July 10, 2015, between Assignor and TV5 Vikings IV Productions Inc. and various amendments thereto;
  - (vi) a co-production agreement dated as of May 5, 2016, between Assignor and TV5 Vikings V Productions Inc. and various amendments thereto; and
  - (vii) a co-production agreement dated as of August 17, 2017, between Assignor and TV5 Vikings VI Productions Inc. and various amendments thereto.
- (f) **“Treaty”** means the Agreement on Film and Video Relations between The Government of Canada and The Government of Ireland dated April 4, 1989.

### 3. **Representations & Warranties**

Assignor represents and warrants that Assignor: (i) is the sole and exclusive owner of all rights in and to the Underlying Property; (ii) it has the authority to assign to Assignee the rights assigned hereunder; (iii) that such assignment will not violate or infringe upon the rights of any third party, whether personal or proprietary; and (iv) that no further permission, release or consent is required from and no compensation is payable to any other entity in connection with the assignment set out herein and/or Assignee’s

exploitation of the rights granted hereunder save to the extent payable pursuant to (i) union / guild arrangements in connection with the Series or (ii) contractual arrangements disclosed to Assignee.

Assignor agrees to indemnify and hold harmless Assignee, its successors, assigns and licensees, from and against any and all claims, actions, damages, liabilities, costs and expenses arising out of or in connection with a breach of the foregoing representations and warranties.

4. **Further Assurances**

Assignor covenants to duly execute, acknowledge and deliver to Assignee or cause to be executed, acknowledged and delivered to Assignee, in form reasonably approved by Assignee, any and all further assignments or instruments which Assignee may deem reasonably necessary, expedient or proper to carry out and effectuate the material purposes and intent of this Agreement. Any reasonable costs associated therewith shall be for the account of the Assignee.

5. **General**

This Assignment of Rights Agreement: (a) shall be governed by the laws of the State of California; (b) shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns; (c) may be executed in counterparts, all of which, taken together, shall constitute one agreement; and (d) may be executed and delivered by facsimile or transmitted electronically in either a Tagged Image Format File or Portable Document Format.

**TM PRODUCTIONS LIMITED**

Per: \_\_\_\_\_

  
Authorized Signing Officer

**MGM TELEVISION ENTERTAINMENT INC.**

Per: \_\_\_\_\_

Authorized Signing Officer

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Per: \_\_\_\_\_

Authorized Signing Officer

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Per: \_\_\_\_\_

Authorized Signing Officer