# P \$/15.00 90012/64

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM717754

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

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HYBE Co., Ltd.	FORMERLY BigHit Entertainment Co., Ltd.	03/25/2022	Corporation: KOREA, REPUBLIC OF

# **RECEIVING PARTY DATA**

Name:	BigHit Music Co., Ltd.
Street Address:	42, Hangang-daero, Yongsan-gu
City:	Seoul
State/Country:	KOREA, REPUBLIC OF
Postal Code:	04389
Entity Type:	Corporation: KOREA, REPUBLIC OF

# **PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Serial Number:	90012764	ALONERS ASSOCIATION
Serial Number:	90012760	ALONERS ASSOCIATION
Serial Number:	90012755	ALONERS ASSOCIATION
Serial Number:	90012748	ALONERS ASSOCIATION
Serial Number:	90012747	ALONERS ASSOCIATION
Serial Number:	90012744	ALONERS ASSOCIATION
Serial Number:	90012743	ALONERS ASSOCIATION
Serial Number:	90012737	ALONERS ASSOCIATION
Serial Number:	90012732	ALONERS ASSOCIATION
Serial Number:	90012341	ALONERS ASSOCIATION
Serial Number:	90012336	ALONERS ASSOCIATION
Serial Number:	90012333	ALONERS ASSOCIATION
Serial Number:	90012331	ALONERS ASSOCIATION
Serial Number:	90064148	TINY TAN
Serial Number:	90063261	BANGBANGCON
Serial Number:	90017859	BANGBANGCON
Serial Number:	90063252	BANGBANGCON
Serial Number:	90017851	BANGBANGCON
Serial Number:	90017849	BANGBANGCON
		TRADEMARK ——

IRADEMARK

REEL: 007675 FRAME: 0829

900684659

Property Type	Number	Word Mark
Serial Number:	90017841	BANGBANGCON
Serial Number:	88948229	TINY TAN
Serial Number:	88656182	BTS
Serial Number:	88656175	BTS
Serial Number:	88656166	BTS
Serial Number:	88656159	BTS
Serial Number:	88656144	BTS
Serial Number:	88656135	BTS
Serial Number:	88075841	BTS

### CORRESPONDENCE DATA

**Fax Number:** 7036439789

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:** 5712064847

Email: patent@capitoliplaw.com
Correspondent Name: Capitol IP Law Group, PLLC
Address Line 1: 1629 K ST. NW Suite 300
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Benjamin C. Rothermel
SIGNATURE:	/benjamin c rothermel/
DATE SIGNED:	03/30/2022

### **Total Attachments: 6**

source=2022-03-29 Assignment(HYBE-BHM)#page1.tif source=2022-03-29 Assignment(HYBE-BHM)#page2.tif source=2022-03-29 Assignment(HYBE-BHM)#page3.tif source=2022-03-29 Assignment(HYBE-BHM)#page4.tif source=2022-03-29 Assignment(HYBE-BHM)#page5.tif source=2022-03-29 Assignment(HYBE-BHM)#page6.tif

TRADEMARK REEL: 007675 FRAME: 0830

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated March 23, 2022, is entered into by and between HYBE Co., Ltd. (by change of name from BigHit Entertainment Co., Ltd.), a Korean Corporation with a principal place of business at Yongsan Trade Center, 42, Hangang-daero, Yongsan-gu, Seoul, Republic of Korea 04389 ("Assignor") and BIGHIT MUSIC Co., Ltd., a Korean Corporation, with a principal place of business at 42, Hangang-daero, Yongsan-gu, Seoul, Republic of Korea 04389 ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS, Assignor is the owner of the common law trademarks, registered trademarks, applications to register trademarks, intent-to-use applications and other registrations or applications related to trademarks listed on <u>Schedule 1</u>, attached hereto (the "Assigned Marks");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title, and interest that it may have in and to the Assigned Marks within the United States, together with the goodwill of the business in connection with which the Assigned Marks have been used and are used, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Assigned Marks; and

WHEREAS, Assignee, the successor of Assignor's ongoing and existing business, or portion thereof, to which the Assigned Marks pertain, is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Assigned Marks.

**NOW, THEREFORE,** in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the sum of ten dollars (\$10.00) paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Assignment. In connection with the conveyance of those business assets to which the trademarks pertain, Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America, in, to and under the Assigned Marks, together with the goodwill of the business symbolized by and associated with said Assigned Marks, and applications and registrations thereof, any renewal rights therein, that portion of the business which is ongoing and existing to which the trademarks pertain, and the exclusive right to enforce the Assigned Marks in the United States in the sole name of Assignee, its successors and assigns, including but not limited to the right to recover for damages and profits for any past infringements of the Assigned Marks; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Consideration. As consideration for the assignment of the Assigned Marks and the Assignor's representations and warranties, the Assignee hereby pays the Assignor the amount of ten dollars (\$10.00).

<u>Authorization</u>. Contemporaneously with executing this Assignment, Assignor has provided Assignee with all original certificates of registration in Assignor's possession for the Assigned Marks listed on <u>Schedule 1</u>. Assignor hereby authorizes and requests all appropriate trademark offices to issue certificates of registration issued by any and all countries and states within the United States to Assignee. Assignor hereby represents and covenants that it has the full right to convey the interest herein assigned and that it has not executed and will not execute any agreement or document that is in conflict herewith.

<u>Future Assurances</u>. Assignor agrees that upon the written request of Assignee, it shall execute and deliver all papers and do all other reasonable acts that are necessary to carry out the intent of this Assignment and that Assignee may reasonably request in order to vest all of Assignor's right, title, and interest in and to the Assigned Marks in Assignee. Further, Assignor agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee and to the extent that such evidence is in the possession or control of Assignor.

Binding Effect. This Assignment shall be binding upon the Parties, their heirs, legal representatives, successors, and assigns, as the case may be, and all others acting by, through, with, or under their direction. The Parties intend for this Assignment to be both permanent and irrevocable.

Recordation. Assignee shall have the right to record freely this Assignment, as it deems appropriate, to give notice of its assigned rights contained in this Assignment including, without limitation, recording this Assignment with the United States Patent and Trademark Office.

General. This Assignment is the final and complete understanding of the Parties concerning the subject matter hereof and supersedes all prior discussions, negotiations, and agreements concerning such subject matter. This Assignment may not be amended or modified in whole or part except in a writing signed by all the Parties.

Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

HYBE Co., Ltd.

(by change of name from BigHit Entertainment Co.,

Ltd.)

Name: PARK JI Won

Title: C.E.O.

Date: March 25, 2022

BIGHIT MUSIC Co., Ltd.

Name: SHIN Young Jae

Title: <u>C.E.O.</u>

Date: March 25, 2022

# SCHEDULE 1

# FEDERAL TRADEMARK APPLICATIONS

MARK	APPL. SER. NO.	APPL. DATE
ALONERS ASSOCIATION	90/012764	June 21, 2020
[standard character]		
ALONERS ASSOCIATION	90/012760	June 21, 2020
[standard character]		
ALONERS ASSOCIATION	90/012755	June 21, 2020
[standard character]		
ALONERS ASSOCIATION	90/012748	June 21, 2020
[standard character]		
ALONERS ASSOCIATION	90/012747	June 21, 2020
[standard character]		
ALONERS ASSOCIATION	90/012744	June 21, 2020
[standard character]		
ALONERS ASSOCIATION	90/012743	June 21, 2020
[standard character]		
ALONERS ASSOCIATION	90/012737	June 21, 2020
[standard character]		
ALONERS ASSOCIATION	90/012732	June 21, 2020
[standard character]		
ALONERS ASSOCIATION	90/012341	June 21, 2020
[standard character]		
ALONERS ASSOCIATION	90/012336	June 21, 2020
[standard character]		
ALONERS ASSOCIATION	90/012333	June 21, 2020
[standard character]		
ALONERS ASSOCIATION	90/012331	June 21, 2020
[standard character]		
TiNYTAN [special form]	90/064148	July 21, 2020
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· Politica	44.	
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TiNYTAN [special form]	88/948229	June 4, 2020
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MARK	APPL. SER. NO.	APPL. DATE	
BTS [special form]	88/075841	Aug. 13, 2018	
BTS [design]	88/656182	Oct. 16, 2019	
BTS [design]  B T S	88/656175	Oct. 16, 2019	
BTS [design]	88/656166	Oct. 16, 2019	
BTS [design]  B T S	88/656159	Oct. 16, 2019	:
BTS [design]	88/656144	Oct. 16, 2019	

MARK	APPL. SER. NO.	APPL. DATE	
BTS [design]	88/656135	Oct. 16, 2019	
BTS			
BANGBANGCON [standard character]	90/063261	Jul. 20, 2020	
BANGBANGCON [standard character]	90/017859	Jun. 24, 2020	
BANGBANGCON [standard character]	90/063252	Jul. 20, 2020	
BANGBANGCON [standard character]	90/017851	Jul. 20, 2020	
BANGBANGCON [standard character]	90/017849	Jun. 24, 2020	
BANGBANGCON [standard character]	90/017841	Jun. 24, 2020	