

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garnet McElree		04/06/2016	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Investigative Network, Inc.		
Street Address:	424 E Gurley St		
City:	Prescott		
State/Country:	ARIZONA		
Postal Code:	86301		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3621110	THE MUSEUM OF POP CULTURE	
Registration Number:	3665368	MOPOP	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206.359.8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	James L. Vana		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	James L. Vana		
SIGNATURE:	/James L. Vana/		
DATE SIGNED:	11/11/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made and entered into effective as of April 6, 2016 (the "Effective Date"), by and between Gamet McElree, a Canadian Citizen ("Assignor") and Investigative Network, Inc., an Arizona corporation, as agent for an undisclosed principal ("Agent").

RECITALS

- A. Assignor owns the trademarks THE MUSEUM OF POP CULTURE and MOPOP (collectively, the "Marks") as used in connection with Assignor's online museum services (the "Online Museum Services").
- B. Assignor owns the following United States and Canadian registrations for the Marks:

COUNTRY	MARK	REG. NO.
Canada	THE MUSEUM OF POP CULTURE	TMA732788
Canada	MOPOP	TMA727569
United States	THE MUSEUM OF POP CULTURE	3621110
United States	MOPOP	3665368

(collectively, the "Trademark Registrations"). The Marks are registered in association with the goods and services set out in the attached Exhibit A (collectively, the "Claimed Goods and Services").

- C. Assignor owns the following domain names: mopop.com, mopop.org, ^{MUSEUM OF POP CULTURE.ORG} Museumofpopculture.com and museumofpopculture.org (collectively, the "Domain Names").
- D. Assignor owns the credentials used to access social media accounts associated with the following user names: Mopop (Instagram), Mopop/museumofpopculture (Facebook), Mopop (Twitter), and Mopop/Museum of Pop culture (Pinterest) (collectively, the "User Names").
- E. Assignor desires to assign to Agent, and Agent desires to acquire from Assignor, Assignor's worldwide right, title and interest in the Marks, Domain Names and the credentials associated with the User Names, together with any applications and registrations therefor, pursuant to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1) Intellectual Property Assignment. Assignor hereby assigns to Agent all of Assignor's worldwide right, title and interest in and to the Marks (which includes the rights of Assignor that have arisen as a result of use of the Marks in association with the Claimed Goods and Services), Domain Names and User Names (collectively, the "Intellectual Property") together with any and all goodwill associated with the Marks, together with the Trademark Registrations and any other applications and registrations for any of the Intellectual Property that have been filed or obtained by Assignor in connection with any goods and services. The Intellectual Property does not include the website that the Domain Names currently direct to (the "Website"), nor any content thereon (the "Website

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Content"), nor does the Intellectual Property include any of the content that has been created by Assignor or others in connection with the social media accounts associated with the User Names (the "Social Media Content"). Assignor expressly reserves all rights in the Website, the Website Content and the Social Media Content. Further, until the Second Payment (defined in Section 3(c) below) has been made in compliance with Section 3(c), below, Agent shall not record evidence of this assignment with any state, provincial, federal or other agency ("Assignment Recordal"). The short form of assignment attached hereto as Exhibit B shall be used for purposes of Assignment Recordal.

2) Domain Name Transfer; Social Media Credential Transfer. Subject as set out below, Assignor shall (a) provide to Agent the passwords, user identification details and any requisite authentication codes required for Agent to complete the transfer the Domain Names; and (b) disclose the credentials used to access the social media accounts associated with the User Names. Failure by Assignor to comply with its obligations under this Section 2 shall constitute a material breach of this Agreement by Assignor.

3) Payment. In exchange for assignment of the Intellectual Property set forth under Section 1 above (the "Assignment"), Agent shall pay to Assignor the sum of One Hundred Fifteen Thousand Dollars (U.S.) (\$115,000.00) (the "Purchase Price"), payable as follows:

a) As long as both parties have executed and delivered the Agreement, and Assignor has provided information to Agent regarding Agent's designated bank account in Canada or the U.S. (the "Designated Account"); both by 6:00 p.m. on April 7, 2016, Agent shall pay or cause to be paid by wire transfer to the Designated Account by no later than 4:00 p.m. on April 11, 2016, the sum of Fifty-Eight Thousand Dollars (U.S.) (\$58,000.00) (the "First Payment"). (As used in this Agreement the term "business day" shall mean and refer to any day which is not a Saturday or Sunday, or a federal holiday in Canada or the United States. All references to specific times in this Agreement are to the local time in Regina, Saskatchewan, Canada. E-mail communication shall suffice as written communication for purposes of this Section 3) Failure of Agent to pay the First Payment in full by the date and time specified herein shall constitute a material breach of this Agreement by Agent, for which Assignor may, in his sole discretion, immediately terminate this Agreement or sue for specific performance. In the event that Assignor exercises his right to terminate this Agreement, any assignment of the rights to the Intellectual Property which may have occurred by virtue of the parties executing and delivering this Agreement shall be treated as void ab initio and of no force or effect and Agent shall execute and deliver and if reasonably requested by Assignor, shall cause its principal to execute and deliver all documentation required by Assignor in order to confirm that all such rights remain with Assignor and that Agent and its principal have not obtained an assignment of and have no interest in any such rights.

- b) Within two (2) business days after receipt of the First Payment, Assignor shall provide to Agent the passwords, user identification details and any requisite authentication codes required for Agent to complete the transfer the Domain Names.
- c) Within two (2) business days after Assignor has provided to Agent the information required to be provided pursuant to Section 3 b) above, Agent shall pay or cause to be paid by wire transfer to Assignor's designated bank account in Canada or the U.S., the sum of Fifty-Seven Thousand Dollars (U.S.) (\$57,000.00) (the "Second Payment"). Failure of Agent to pay the Second Payment in full by the date specified herein shall constitute a material breach of this Agreement by Agent, for which Assignor may, in his sole discretion, immediately terminate this Agreement or sue for specific performance. In either event, Assignor shall be entitled to retain the First Payment in full. In the event that Assignor exercises his right to terminate this Agreement, any assignment of the rights to the Intellectual Property which may have occurred by virtue of the parties executing and delivering this Agreement shall be treated as void ab initio and of no force or effect and Agent shall execute and deliver and if reasonably requested by Assignor, shall cause its principal to execute and deliver all documentation required by Assignor in order to confirm that all such rights remain with Assignor and that Agent and its principal have not obtained an assignment of and have no interest in any such rights. In addition, Agent shall immediately provide all passwords, user identification details and authorization codes required for the Domain Names to be assigned back to Assignor..
- d) Within two (2) business days after Assignor's receipt of the Second Payment, (the "Assignment Deadline") Assignor shall disclose to Agent the credentials used to access the social media accounts associated with the User Names and shall deliver to Agent a signed copy of the short form of assignment attached hereto as Exhibit B.
- e) In the event that Assignor does not meet all of its obligations under Section 3 within the timeframes specified above, Agent shall have as its remedies (a) specific performance, compelling Assignor to complete his obligations under Section 3, above, or (b) return of the Purchase Price to Agent. Agent shall notify Assignor in writing of its choice of remedies within five (5) business days after the Assignment Deadline (the "Remedy Notice"). Should Agent choose the specific performance option, the Assignment Deadline shall be extended by five (5) business days from the date of the Remedy Notice. The process of choosing specific performance and extending the Assignment Deadline may be repeated by Agent an unlimited number of times. Should Agent choose the return of the Purchase Price option, any assignment of the rights to the Intellectual Property which may have occurred by virtue of the parties executing and delivering this Agreement shall be treated as void ab initio and of no force or effect and Agent shall execute and deliver and if reasonably requested by Assignor, shall cause its principal to execute and deliver all documentation required by Assignor in order to confirm that all such rights remain with Assignor and that Agent and its principal have not obtained an assignment of and have no interest in any such rights. In addition, Agent shall immediately provide all passwords, user identification details and authorization codes required for the Domain Names to be assigned back to Assignor and to provide Assignor with all credentials required to access the social media accounts associated with the User Names.

Assignor specifically acknowledges the sufficiency of the Purchase Price, regardless of the identity of the undisclosed principal or of Assignor's awareness of any additional facts or information on or after the Effective Date.

4) Limited License: Phase-Out Period. Agent grants Assignor a limited license (the "Limited License") to use the Marks in connection with the On-Line Museum Services in the manner of use existing on the Effective Date. This Limited License shall commence on the Effective Date and terminate on May 31, 2016 (the "License Term"). Assignor shall not expand its use of any of the Marks with any new products or services during the License Term. At all times during the License

Term, Assignor shall maintain at least the level of quality for the On-Line Museum Services that is reflected in the Website as of the Effective Date. Any goodwill generated by Assignor's use of the Marks pursuant to this limited license shall inure to the benefit of Agent. Prior to the Agent being provided with the credentials required to access the social media accounts associated with the User Names as specified herein, but not before timely receipt of the Second Payment, Assignor shall be entitled to send out a message to all followers of such social media accounts specifying that Assignor will no longer be posting on or in control of such accounts and shall also be entitled to delete all of the Social Media Content.

5) Limited and Prohibited Use. During the License Term, Assignor's use of the Marks shall be limited to use with the On-Line Museum Services. Following the expiration of the License Term, Assignor shall not use any Mark, or any other mark consisting of or incorporating all three of the words "Museum, Pop and Culture" or any variation thereon (including Musée, Populaf, Kulturè, etc.), in connection with any product or service in any country or jurisdiction worldwide.

6) Representations and Warranties. Assignor hereby makes the following representations and warranties, as at the date of Assignor's execution hereof:

a. Successor in Interest; Ownership of Intellectual Property. Assignor owns all right, title and interest in and to, the , and no other person or entity has acquired any rights therein and Assignor is not in breach of any Registrant agreements that he is a party to in respect of the Domain Names and is not in breach of the terms of any Terms of Use or other similar agreements that he is a party to in respect of the User Names.

b. Continuous Use. Assignor has made generally continuous use of the Marks with the On-Line Museum Services largely in the manner reflected as at the Effective Date in the United States since at least as early as August 1, 2012. Assignor has not abandoned either Mark at any point during that period.

c. Non-Infringement. Assignor has not sent or received any correspondence alleging infringement of or by either of the Marks. Assignor is not aware of the existence of any infringement of either of the Marks by any third party mark, or of any infringement of any third party mark by either of the Marks.

d. No Assignment, License, etc. Assignor has not assigned, licensed, granted a security interest in, or otherwise transferred all or any part of Assignor's rights in any Intellectual Property to any third party. Assignor has received no claim, allegation or demand from any third party claiming rights in any of the Marks, and Assignor is not aware of any potential claim of such rights.

e. No Applications or Registrations. Other than the Trademark Registrations, Assignor has not filed any applications to register, and does not own any registrations for, either of the Marks in any country or jurisdiction, and Assignor has not acquired any interest in any application or registration for either Mark, by way of assignment, license or otherwise.

f. No Domain Names. With the exception of the Domain Names, Assignor has not registered, or acquired any interest in, any Internet domain name consisting of or incorporating all three of the terms Museum, Pop and Culture or any variation thereon (including a translation of that phrase containing words such as Musée, Populaf, Kulturè, etc.).

g. Authority to Execute. Assignor has the authority to execute this Agreement and to transfer the rights transferred pursuant to this Agreement.

7) Waiver of Rights: No Interference. With the exception of those limited rights granted under Section 5, above, Assignor hereby waives all right, title and interest in and to the Intellectual Property, and shall not interfere with or challenge the validity of the Intellectual Property or Agent's rights in or ownership of the Intellectual Property, whether by claim of infringement, invalidity, or otherwise, before any court, trademark office or other tribunal.

8) Assignability. This Agreement may be freely assigned by Agent, without the need for the consent of Assignor. Assignor shall not assign, license or transfer any of its rights under the Limited License as set out in this Agreement.

9) Further Cooperation. Assignor and Agent will execute any additional documents required to fully implement this Agreement and the intent of this Agreement.

10) Partial Invalidity. Should any portion of this Agreement be found to be invalid for any reason whatsoever, this Agreement shall be read as if the invalid provision were rewritten in a valid manner to represent as closely as possible the intent of the parties. If necessary, the parties hereto intend for any such invalid portion to be severable from the remainder, which shall remain in full force and effect.

11) Confidentiality. Except as expressly permitted herein, each party shall maintain the terms of this Agreement, as well as its existence, in strict confidence, except to the extent a party is required by applicable legislation (including applicable taxation legislation) or is otherwise ordered to do so by any court, tribunal, administrative or governmental authority. It shall not be a breach of such confidentiality obligations for Agent to record the assignment of the Marks with the applicable Canadian and U.S. trademark offices, nor for the parties to advise their respective legal and financial advisers of the existence and terms of this Agreement, nor for Assignor to advise users of the Website and/or of the social media accounts associated with the User Names of the changes that will be taking place on such media as a result of this Agreement.

12) Consent to Jurisdiction/Disputes. The Parties each hereby consent to the exclusive jurisdiction of the federal and state courts in the County of Santa Clara, California, United States of America, including its appellate divisions, solely for the purposes of enforcing the terms of this Agreement, and waive any objection to personal jurisdiction being exercised by such courts over the parties. The jurisdiction and venue of such courts shall be exclusive with respect to any dispute, claim or controversy arising out of or related to this Agreement.

13) Governing Law. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of California, without consideration of choice of law principles.

14) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their agents, representatives, successors and assigns.

15) Representation by Counsel. Each Party acknowledges and represents that it is executing and delivering this Agreement after having received legal advice as to its rights hereunder and the legal effect thereof from legal counsel of its own choosing or that it has chosen not to retain counsel to provide such advice. Each Party acknowledges and represents that it understands the meaning and effect of this Agreement, and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to the release of unknown and unsuspected claims, demands and causes of action.

16) Entire Agreement; Amendment. This Assignment constitutes the entire agreement between the parties related to the Intellectual Property, the assignment of the Intellectual Property, and any applications and registrations for the Intellectual Property, and shall not be amended or modified except by a written agreement executed by both parties. This Agreement may be executed in

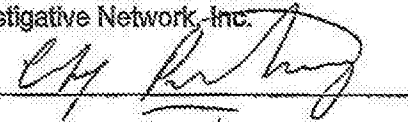
counterpart and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed as set forth below and is effective as of the date first written above.

Garnet McElree



Investigative Network, Inc.



By: PRESIDENT

Exhibit A

**LIST OF GOODS AND SERVICES THAT THE MARKS ARE REGISTERED IN
ASSOCIATION WITH**

COUNTRY	MARK	REG. NO.	GOODS AND SERVICES
Canada	THE MUSEUM OF POP CULTURE	TMA732788	Preparing, publishing and disseminating teaching materials and visual teaching aids in the field of pop culture, on-line; Providing information in the field of pop culture over the internet; Retail and wholesale store services, mail order catalog services and online catalog services featuring collectibles, books, toys, stationery, housewares, household goods, gifts, CDs, and clothing.
Canada	MOPOP	TMA727569	T-shirts, stickers, posters, mugs. Online catalog services featuring items of pop culture, namely collectibles, toys, house wares, household goods, gifts, clothing; Museum services, namely displaying representations of works, reproductions of works and materials explaining works in the field of pop culture; Educational services, namely organizing and conducting exhibitions in the field of pop culture; Providing information in the field of pop culture over the internet.
United States	THE MUSEUM OF POP CULTURE	3621110	ONLINE CATALOG SERVICES, FEATURING ITEMS OF POP CULTURE, NAMELY, COLLECTIBLES, TOYS, POSTERS, HOUSEHOLD GOODS, GIFTS, CLOTHING; MUSEUM SERVICES TO ENCOURAGE AND DEVELOP THE STUDY OF POP CULTURE, NAMELY, DISPLAYING REPRESENTATIONS OF WORKS, REPRODUCTIONS OF WORKS AND MATERIALS EXPLAINING WORKS, ALL RELATED TO CULTURAL ARTIFACTS AND THE CULTURAL ATTITUDES, SOCIAL TRENDS, EVENTS, MYTHS AND PHENOMENA OF THE POPULAR IMAGINATION; EDUCATIONAL

			SERVICES DESIGNED TO ENCOURAGE AND DEVELOP THE STUDY OF POP CULTURE, NAMELY, ORGANIZING AND CONDUCTING EXHIBITIONS, RELATED TO CULTURAL ARTIFACTS AND THE CULTURAL ATTITUDES, SOCIAL TRENDS, EVENTS, AND PHENOMENA OF THE POPULAR IMAGINATION.
United States	MOPOP	3665368	<p>ONLINE CATALOG SERVICES FEATURING ITEMS OF POP CULTURE, NAMELY, COLLECTIBLES, TOYS, POSTERS, HOUSEHOLD GOODS, GIFTS, CLOTHING;</p> <p>MUSEUM SERVICES, NAMELY, DISPLAYING REPRESENTATIONS OF WORKS, REPRODUCTIONS OF WORKS AND MATERIALS EXPLAINING WORKS IN THE FIELD OF POP CULTURE; EDUCATIONAL SERVICES, NAMELY, ORGANIZING AND CONDUCTING EXHIBITIONS, IN THE FIELD OF POP CULTURE; PROVIDING INFORMATION IN THE FIELD OF POP CULTURE OVER THE INTERNET.</p>