#### 900384758 11/14/2016

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#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM405450

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

#### CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Investigative Network, Inc.		04/28/2016	Corporation: ARIZONA

#### **RECEIVING PARTY DATA**

Name:	New Ventures LLC
Street Address:	700 Thirteenth Street NW, Suite 600
City:	Washington
State/Country:	D.C.
Postal Code:	20005
Entity Type:	Limited Liability Company Delaware

Property Type	Number	Word Mark
Registration Number:	3621110	THE MUSEUM OF POP CULTURE
Registration Number:	3665368	MOPOP

## CORRESPONDENCE DATA

Fax Number:

2063599000

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:

206.359.8000

Email:

pctrademarks@perkinscole.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: 3

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TRADEMARK REEL: 005928 FRAME: 0166

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made and entered into effective as of April 28, 2016 (the "Effective Date"), by and between Investigative Network, Inc., an Arizona corporation ("Assignor") and New Ventures LLC, a Delaware limited liability company ("Assignee").

## RECITALS

- A. Assignor owns the marks MUSEUM OF POP CULTURE AND MOPOP (collectively, the "Marks") as used in connection with museum services (the "Museum Services").
- B. Assignor owns the following United States and Canadian registrations for the Marks (collectively, the "Trademark Registrations"):

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

- C. Assignor owns the following domain names: mopop.com, mopop.org, museumofpopculture.com, museumofpopculture.net, museumofpopculture.org, and museumofpopularculture.org, (collectively, the "Domain Names").
- D. Assignor may have certain rights in the following social media 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 Assignee, and Assignee desires to acquire from Assignor, Assignor's worldwide right, title and interest in the Marks, Domain Names and User Names together with any applications and registrations therefor, in connection with any goods and services, 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) <u>Intellectual Property Assignment</u>. Assignor hereby assigns to Assignee all of Assignor's worldwide right, title and interest in and to the Marks, Domain Names and User Names (collectively, the "Intellectual Property") together with any and all goodwill associated with the Marks, and together with the Trademark Registrations and any other

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TRADEMARK REEL: 005928 FRAME: 0167 applications and registrations for any of the Intellectual Property, in connection with any goods and services.

- 2) <u>Domain Name Transfer</u>. Assignor shall take all necessary steps to complete the transfer the Domain Names to Assignee.
- 3) Representations and Warranties. Assignor hereby makes the following representations and warranties:
  - a. <u>Non-Infringement</u>. 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.
  - b. <u>No Assignment License</u>, 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.
  - c. <u>No Applications or Registrations</u>. 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.
  - d. <u>No Domain Names</u>. With the exception of the Domain Names, Assignor has not registered, or acquired any interest in, any Internet domain name consisting of or incorporating the three terms Museum, Pop and Culture or any variation thereon (including but not limited to Musée, Popular, Kulturè, etc.).
  - e. <u>Authority to Execute</u>. Assignor has the authority to execute this Agreement and to transfer the rights transferred pursuant to this Agreement.
- 4) <u>Waiver of Rights: No Interference</u>. 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 Assignee'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.
- 5) <u>Assignability</u>. This Agreement may be freely assigned by Assignee, without the need for the consent of Assignor. Assignor shall not assign, license or transfer any of its rights under this Agreement.
- 6) <u>Further Cooperation</u>. Assignor and Assignee will execute any additional documents required to fully implement this Agreement and the intent of this Agreement.
- 7) 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

TRADEMARK REEL: 005928 FRAME: 0168 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.

- 8) <u>Confidentiality</u>. Assignor shall maintain the terms of this Agreement, as well as its existence, in strict confidence.
- 9) <u>Successors and Assigns</u>. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their agents, representatives, successors and assigns.
- 10) 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.

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

Inve	stigative Network, Inc.	New Ventures LLC
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