

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424970

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CONDITIONAL ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Moonbot Studios LA L.L.C.		01/01/2017	Limited Liability Company: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Howdy Ink, L.L.C.		
<b>Street Address:</b>	2031 Kings Highway, Suite 102		
<b>City:</b>	Shreveport		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	71103		
<b>Entity Type:</b>	Limited Liability Company: LOUISIANA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85729694	MOONBOT BOOKS	
<b>Serial Number:</b>	85229610	MOONBOT STUDIOS	
<b>Serial Number:</b>	85738279	MOONBOT INTERACTIVE	
<b>Serial Number:</b>	85747029	MOONBOT	
<b>Serial Number:</b>	85776040	MOONBOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3182277850		
<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>			
<b>Phone:</b>	3182277751		
<b>Email:</b>	jena.hogan@cookyancey.com		
<b>Correspondent Name:</b>	Jena Hogan		
<b>Address Line 1:</b>	P.O. Box 22260		
<b>Address Line 4:</b>	Shreveport, LOUISIANA 71120		
<b>NAME OF SUBMITTER:</b>	Jena Hogan		
<b>SIGNATURE:</b>	/Jena Hogan/		
<b>DATE SIGNED:</b>	04/25/2017		
<b>Total Attachments: 4</b>			
source=Assignment of Moonbot Trademarks#page1.tif			

OP \$140.00 85729694

source=Assignment of Moonbot Trademarks#page2.tif  
source=Assignment of Moonbot Trademarks#page3.tif  
source=Assignment of Moonbot Trademarks#page4.tif

## INTELLECTUAL PROPERTY SALE AND ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY SALE AND ASSIGNMENT AGREEMENT (this "Assignment"), effective as of January 1, 2017 (the "Effective Date"), is made by and between MOONBOT STUDIOS LA L.L.C. ("MBSLA") HOWDY INK, L.L.C. ("Howdy") each of whom may be referred to herein as "Party" or collectively as the "Parties."

### Recital

MBSLA has entered into certain transactions with Howdy as contemplated in that certain Resolution by Consent of the Members of MBSLA dated December 1, 2016, providing, *inter alia*, for the assignment or transfer of certain rights to intellectual property of MBSLA.

William E. Joyce (Joyce") has also requested that Howdy acquire MBSLA's rights to the name "Moonbot" as a means of adding value to the exploitation of MBSLA's intellectual property rights, in exchange for payments from certain revenues received by Howdy (and guaranteed by Joyce) , as further provided herein.

In addition to the foregoing transactions, MBSLA, Howdy and Joyce have had discussions regarding possible assignments or transfers in the future, from time to time, with respect to other intellectual property rights, and the Parties have agreed that MBSLA shall be entitled to payments derived from any such assignments or transfers under the terms of this Assignment.

### Agreement

In consideration of the promises, representations, warranties, covenants, conditions and other obligations herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties hereto agree as follows:

1. The Parties incorporate the Recital into this Assignment.
2. MBSLA hereby grants, sells, sets over, assigns, conveys and transfers to Howdy, and Howdy accepts and acquires all of MBSLA's rights, title and interest in and to the name "Moonbot" (the "Assigned IP"), including any registered copyrights, trademarks and tradenames issued to MBSLA for the Assigned IP. The foregoing rights are expressly made subject to the following reservations, limitations and rights in favor of MBSLA that are set forth herein.
3. This Assignment is made subject to the following obligations and conditions associated with the Assigned IP but the Assigned IP is otherwise transferred to Howdy free and clear of any debt or other encumbrance:
  - a. The rights granted to Simon & Schuster, Inc. under that certain Publishing Agreement dated April 27, 2012, between S&S and MBSLA (the "S&S Publishing Agreement"), or a similar pre-existing contract grant of a right to use the Assigned IP with Moonbot-related IP, including credits associated with a "work for hire" project, if any.
  - b. **Except for the revenues received by Howdy under the S&S Publishing Agreement**, Howdy shall pay to MBSLA on or before March 31 of each year an amount equal to 1% of any and

all gross revenues (including without limitation all revenues from participation rights, contingent compensation, merchandising receipts, advances and option fees, when and as paid to Howdy), that Howdy receives during the preceding calendar year in connection with or arising from the creation, sale, licensing, transfer, development, production or exploitation of any and all intellectual property rights, including any associated rights and assets, that may have been heretofore assigned or transferred (including the right to use intellectual property or assets) to Howdy, and any rights and assets that may be hereafter assigned or transferred, by MBSLA or by its affiliate, Moonbot, L.L.C., to Howdy or Joyce under separate assignments or agreements (each and all of such intellectual property rights may be referred herein to as "Moonbot IP").

- c. For purposes of this Paragraph 3, "Howdy" includes Joyce, Howdy and any other entity owned or controlled by Joyce or Howdy which currently owns or owns in the future an interest in any Moonbot IP.
- d. All payments and obligations owed to MBSLA by Howdy shall be secured by the rights transferred to Howdy herein. Howdy agrees to execute documents required by MBSLA evidencing the security interest of MBSLA.
- e. Within 60 days following the end of each calendar year, Howdy shall provide to MBSLA a written report, with supporting documentation satisfactory to MBSLA, detailing the sources and calculation of all revenues received by Howdy from the Assigned IP for the relevant period, including a statement of the amounts due hereunder to MBSLA for the relevant year.

4. Additional Provisions.

- a. All rights granted herein shall inure to the benefit of each Party's successors, assigns, licensees and grantees and associated, affiliated and subsidiary companies upon delivery of written notice of same and the Parties involved to the other Party.
- b. Subject to MBSLA's prior written consent, which shall not be unreasonably withheld, the Assigned IP may be assigned or transferred or licensed for use (but may not be sold by Howdy) together with Moonbot IP for compensation at any time by written agreement, but only to a potential assignee or transferee or licensee with the present ability to exploit the applicable rights being assigned or transferred to it. No assignment, license, sale or transfer of the rights granted herein shall be valid in any event, unless it is made in writing and made expressly subject to the terms and conditions of this Assignment by its reference absent prior written agreement of the Parties at the time.
- c. Each Party agrees to execute such assignments, agreements, and documents, and such other acts and deeds as may be reasonably required by the other Party, its successors, assigns, or licensees to further evidence or effectuate the assignments, to acknowledge the terms and conditions associated with the assignments or to acknowledge or protect the reservation of rights hereunder.
- d. This Assignment constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior oral or written representations with

respect thereto, any such representations having been merged herein. Any amendment to this Assignment must be in writing and signed by both Parties. No provision of this Assignment may be waived except in writing signed by the Party against whom enforcement of the waiver is sought.

- e. If any provision contained in this Assignment is found by a court having jurisdiction or any dispute resolution proceeding, including arbitration, to be unenforceable or invalid, such provision shall be unenforceable or invalid only to the extent necessary to bring it within the legal requirements, and all other provisions contained herein shall remain in full force and effect and enforceable according to their terms.
- f. This Assignment shall be construed and interpreted pursuant to the laws of the State of Louisiana.

5. Joyce Guaranty.

- a. In order to induce MBSLA to enter into the Assignment on the terms and conditions set forth herein, Joyce hereby guarantees to MBSLA the prompt, timely and full performance of all of the obligations of Howdy, its successors and assigns (including assignees, transferees and licensees of the rights associated with the Assigned IP) that are owed to MBSLA under this Assignment (including any and all amendments, extensions, renewals, replacements, substitutions, changes in form and modifications of any of the obligations arising thereunder), and MBSLA shall be entitled to such rights and remedies against Joyce as if same were pursued against Howdy, including the recovery of costs and expenses (including reasonable attorneys' fees) to which it may be entitled. All of the obligations of Howdy arising under the Agreements may be hereinafter collectively referred to as the "Guaranteed Obligations". Joyce acknowledges that the Guaranteed Obligations undertaken by him under this Guaranty involve the obligations of persons other than Joyce and that the obligations of Joyce are absolute, irrevocable and unconditional under any and all circumstances.
- b. Joyce agrees that his liability under this Guaranty shall be in solido with Howdy and any other Co-Obligor (defined below), primary and direct. Joyce further agrees that MBSLA shall not be required, and hereby waives any obligation or requirement of MBSLA, before enforcing this Guaranty against Joyce: (i) to provide any advance notice to Howdy or Joyce, (b) to pursue any right or remedy it may have against Howdy, its successors and assigns (including any assignee of any rights associated with the Assigned IP), any affiliate of Howdy or Joyce or any other person liable for any portion of the Guaranteed Obligations (all of the foregoing persons described in this clause (ii) are hereinafter collectively referred to as the "Co-Obligors" and each as a "Co-Obligor"), whether under the Assignment, or otherwise; (iii) to commence any action or obtain any judgment against any other Co-Obligor; or (iv) to foreclose or realize any security interest in, or otherwise to exercise rights and remedies against, any property of Howdy, any other Co-Obligor, or any other person in which MBSLA holds a security interest.

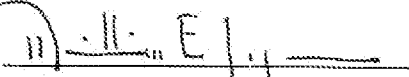
[Signatures begin on next page]

The Parties hereto have executed and delivered this Assignment as of the Effective Date.

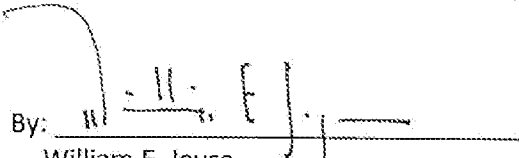
MOONBOT STUDIOS LA L.L.C.

By:   
Dale Farwood, Designated Representative

HOWDY INK, L.L.C.

By:   
William E. Joyce, Authorized Member

Accepted and agreed for purposes of Paragraphs No. 1 and No. 5.

By:   
William E. Joyce