

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Content & Company, Inc.		07/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Psyop Media Company, LLC		
Street Address:	523 Victoria Street		
City:	Venice		
State/Country:	CALIFORNIA		
Postal Code:	90291		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4275247	CLEAN BREAK	
Registration Number:	3920215	CONTENT & CO	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	059780-0000		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	07/28/2017		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARK RIGHTS

This **ASSIGNMENT OF TRADEMARK RIGHTS** (the "Agreement") is made as of July 28, 2017 by and between Content & Company, Inc., a Delaware corporation with a principal place of business at 11845 W. Olympic Blvd., Suite 850, Los Angeles, CA 90064 ("Assignor"), and Psyop Media Company, LLC, a Delaware limited liability company with a principal place of business at 523 Victoria Street Venice, California 90291 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and/or trade names and all applications therefor (collectively, "Trademarks") specified in Schedule A attached hereto and has registered the Trademarks with the United States Patent and Trademark Office;

WHEREAS, Assignee is acquiring the entire business or portion thereof to which the Trademarks pertain;

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications or registrations therefor as identified in Schedule A. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns.

This Agreement shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

CONTENT & COMPANY, INC.

By: 

Name: Stuart McLean

Title: Chief Executive Officer

PSYOP MEDIA COMPANY, LLC

By: _____

Name:

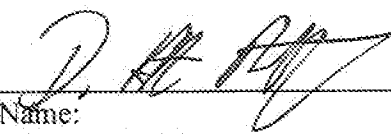
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

CONTENT & COMPANY, INC.

By: _____
Name: Stuart McLean
Title: Chief Executive Officer

PSYOP MEDIA COMPANY, LLC

By:  _____
Name:
Title: CEO

SCHEDULE A

<u>Registration Number</u>	<u>Trademark</u>
4275247	Clean Break
3920215	Content & Co