

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446459

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gengirl Media Inc.		12/18/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VIACOM INTERNATIONAL INC.		
<b>Street Address:</b>	1515 Broadway		
<b>Internal Address:</b>	34th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87023287	MIDDLE SCHOOL MOGULS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	trademarks@mtvn.com		
<b>Correspondent Name:</b>	VIACOM INTERNATIONAL INC.		
<b>Address Line 1:</b>	1515 Broadway		
<b>Address Line 2:</b>	34th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Anthony Ortiz		
<b>SIGNATURE:</b>	/AO/		
<b>DATE SIGNED:</b>	10/09/2017		
<b>Total Attachments: 7</b>			
source=TM Assignment - MIDDLE SCHOOL MOGULS - To file#page1.tif			
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source=TM Assignment - MIDDLE SCHOOL MOGULS - To file#page5.tif			

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**EXHIBIT A**  
**SHORT-FORM ASSIGNMENT**

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Gengirl Media Inc. ("Owner"), and Gina Heitkamp and Jenae Heitkamp (collectively, "Artist"), each hereby irrevocably and perpetually grants, sells, assigns and transfers to Nickelodeon Animation Studios Inc. ("Company"), solely and exclusively, all right, title and interest in and to that certain property known as "Middle School Moguls", including without limitation, all exclusive television, electronic, interactive, digital, online, home video, feature, audio, radio, products rights, merchandising and licensing, publishing, consumer products, wireless, music, and all ancillary, subsidiary, allied and other rights, and all copyrights (including without limitation the copyrights set forth in Schedule Y attached to this Exhibit A) and trademarks (including without limitation the trademarks set forth in Schedule Z attached to this Exhibit A) related thereto, in any media in existence now or in existence at any time in the future, and including all characters and storylines and doll and/or other toy prototypes, and all rights therein and thereto, including without limitation all work, productions and iterations based thereon and all concepts and elements thereof (including, without limitation, all scripts, designs, characters, dialogue, music, theme song(s), title(s), storylines, names, settings, plots, illustrations, artwork, costumes, models, prototypes etc.), including without limitation, any and all rights of every kind or nature whatsoever in and to the website and URL located at <http://middleschoolmoguls.com>, and all other elements and contents of said property and all translations, adaptations and versions of any or all of the foregoing whether new or hereafter written, drawn and/or created by Owner and/or Artist or under Owner's and/or Artist's authority, and all copyrights, design rights, trademarks, tradenames, servicemarks, patents, utility models, logos, devices, domain names, database rights, and all goodwill associated therewith, as well as any and all other intellectual property rights and proprietary rights which may exist now or in the future in any part of the world, and extensions and renewals thereof (whether registerable or not, and including all registrations and applications for registration), for use by Company (and its licensees and assigns) in any and all media, now or hereafter known for the full term thereof and any and all extensions, renewals and revivals thereto (all of the foregoing, the "Property"), in perpetuity and throughout the universe, all as more particularly set forth in that certain agreement between Owner and Company, dated as of September 16, 2016 (the "Agreement"); and (b) any and all causes of action which Owner now has or hereafter may have for any past, present or future infringement or interference with any of the rights granted to Company in and to the Property, or the copyrights thereof; and

Owner and Artist hereby appoints Company, its successors and assigns, as Owner's and Artist's attorney-in-fact (which appointment is a power coupled with an interest and therefore irrevocable), with full power of substitution and delegation in Company's or Owner's or Artist's name: to execute all documents necessary to effectuate, protect and/or enforce the grant of right hereunder and/or the Property; to enforce and protect all rights, licenses, privileges or property granted hereunder and under the Agreement, and all copyrights therein; including the power in (a) prevent or terminate any infringement or other violation or any threatened infringement or threatened violation of said copyrights or of any of said rights, license, privileges or property; and to (b) litigate, collect and receive all damages arising from any such infringement or threatened violation and to join Owner and/or Artist as party plaintiff or defendant in any such suit or proceeding, in the discretion of Company.

Owner and Artist and Company acknowledge that this Short-Form Assignment is being entered into pursuant to the Agreement, and in the event of any conflict between the provisions of this instrument and the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, the undersigned has executed this assignment as of September 16, 2016.

GENGIRL MEDIA INC.

By: [Signature]  
Its: [Signature]

State of California

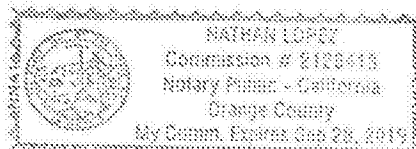
County of Orange

On December 10, 2016, before me, Nathan Lopez Notary Public, personally appeared  Gina Heitkamp, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS by hand and official seal.

[Signature]

HR04321v12



\* See Attached \*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

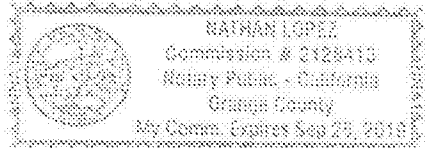
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )
On December 18, 2016 before me, Nathan Lopez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Gina Heitkamp
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nathan Lopez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Employment Del Memo Document Date: 12/18/2016
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: Gina Heitkamp
[ ] Corporate Officer - Title(s): CEO
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing: Legal Mediator

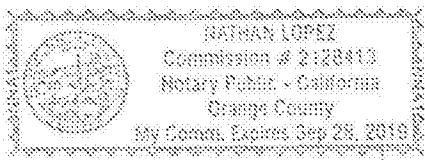
Gina Heitkamp  
GINA HEITKAMP

State of California

County of Orange

On December 18, 2016, before me, Nathan Lopez, Notary Public, personally appeared Gina Heitkamp personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS by hand and official seal.  
Nathan Lopez



\* See Attached \*

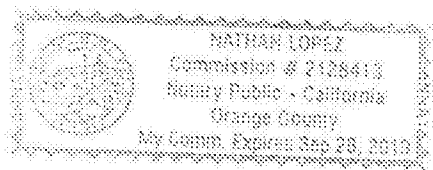
Jenae Heitkamp  
JENAE HEITKAMP

State of California

County of Orange

On December 18, 2016, before me, Nathan Lopez, Notary Public, personally appeared Jenae Heitkamp personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS by hand and official seal.  
Nathan Lopez



\* See Attached \*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

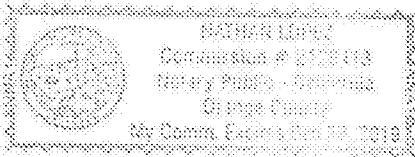
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )
On December 18, 2016 before me, Nathan Lopez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Gina Herkamp
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nathan Lopez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Employment Deal Memo Document Date: 12/18/2016
Number of Pages: Signer(s) Other Than Named Above: Gina Herkamp

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gina Herkamp
Corporate Officer Title(s)
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing: Self

Signer's Name:
Corporate Officer Title(s)
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

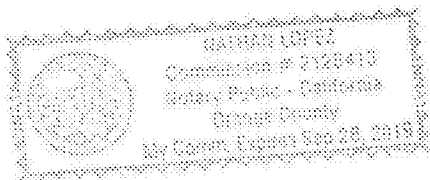
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )
On December 16, 2016 before me, Nathan Lopez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jenae Heitkamp
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nathan Lopez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Employment Deal Memo Document Date: 12/16/2016
Number of Pages: 2 Signer(s) Other Than Named Above: 2

Capacity(ies) Claimed by Signer(s)
Signer's Name: Jenae Heitkamp
Signer's Name:
Corporate Officer -- Title(s):
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing: Self

SCHEDULE Y  
COPYRIGHTS

[1]	Gengirl Media	<u>Izzy.</u>	VA0002016299	2013
[2]	Gengirl Media	<u>Jada.</u>	VA0002016291	2013
[3]	Gengirl Media	<u>Jada.doll.</u>	VA0002016304	2015
[4]	Gengirl Media	<u>McKenna.</u>	VA0002014043	2013
[5]	Gengirl Media	<u>McKenna.doll.</u>	VA0002016303	2015
[6]	Gengirl Media	<u>Ryliegh.</u>	VA0002016301	2013
[7]	Gengirl Media	<u>Sarah.</u>	VA0002016290	2013
[8]	Gengirl Media	<u>Sunny.</u>	VA0002016288	2013



SCHEDULE Z  
TRADEMARKS

Mark/Name	Status/Status Date	Brief Goods/Services	Owner Information	Notes
KID BOSS	Pending - Initialized August 30, 2016	(Int'l Class: 28) dolls and accessories therefor	Gengiri Media, Inc (CALIFORNIA CORP.) 5141 California Ave #200 Irvine, California 92617 USA	Serial No.: 87-162612 Filed: August 26, 2016
MIDDLE SCHOOL MOGULS	Published October 18, 2016	(Int'l Class: 16) books in the field of fictional stories (Int'l Class: 28) dolls	Gengiri Media, Inc (CALIFORNIA CORP.) 5141 California Ave. #200 Irvine, California 92617 USA	<del>Serial No.: 87-162612</del> <del>Filed: August 26, 2016</del> Ser. No.: 87023207 Filed: May 3, 2016
SMARTY II	Allowed - Intent to Use Notice of Allowance Issued June 21, 2016	(Int'l Class: 28) dolls and doll accessories, namely, clothing for dolls, doll rooms, doll beds, doll houses, toy fabrics and linens for dolls and smellies for dolls	Gengiri Media (CALIFORNIA LIMITED LIABILITY COMPANY) 5141 California Ave Irvine, California 92705 USA	Serial No.: 86-840264 Filed: December 4, 2015

*initialized  
1/20/17  
attorney  
for  
Company*

3/9/2017 13