

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472181

<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>
Planet 9 Studios, Inc.		05/01/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SapientX Inc.		
<b>Street Address:</b>	4600 Smith Grade Road		
<b>City:</b>	Santa Cruz		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95060		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4049732	RAYGUN	
<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>Phone:</b>	4152542330		
<b>Email:</b>	dcolleen@planet9.com		
<b>Correspondent Name:</b>	David Colleen		
<b>Address Line 1:</b>	4600 Smith Grade Road		
<b>Address Line 4:</b>	Santa Cruz, CALIFORNIA 95060		
<b>NAME OF SUBMITTER:</b>	David Colleen		
<b>SIGNATURE:</b>	/David Colleen/		
<b>DATE SIGNED:</b>	05/01/2018		
<b>Total Attachments: 7</b>			
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## ASSIGNMENT AND TRANSFER OF BUSINESS ASSETS

**WHEREAS** PLANET 9 STUDIOS, INC., ( "Assignor" ), presently owns business assets related to the Intellectual Property, as described in Schedule 1 hereto (the "Assets"); and

**WHEREAS**, Assignor desires to transfer and assign pursuant to this agreement (this "Agreement") to SAPIENTX INC., a Delaware corporation ( "Assignee" ), all of Assignor's right, title and interest in and to the Assets together with any and all liabilities incurred in connection with the Assets and existing on the date hereof, including any accounts payable, as described in the Schedule of Liabilities attached as Schedule 2 hereto (the "Liabilities").

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

I. Assignment and Transfer of Assets. Assignor does hereby irrevocably sell, assign and transfer to Assignee all of Assignor's right, title and interest in and to all of the Assets, including but not limited to all of Assignee's rights of exclusivity therein and thereto. In particular, the Assets assigned hereby include all of Assignor's right, title and interest to:

(a) all trademarks, service marks, name or logos trademarks, service marks, names or logos identified on Schedule 1 or otherwise used by Assignor, together with the goodwill connected with the their use and symbolized by them ("Trademarks");

(c) all domain names incorporating the Trademarks or otherwise registered with any registry for use with the Assets;

(d) all copyrights, including without limitation the right to create derivative works, in the Assets and any visual works, logos and designs incorporated into the Trademarks, including any and all moral rights therein to the extent such moral rights are assignable; all underlying inventions and any and all letters patent; and all other rights of exclusivity, whether U.S. or foreign, that are or may be granted or available with regard to the foregoing, and all rights, claims and privileges pertaining thereto, including, without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof;

(e) all rights of any kind whatsoever of Assignors in the Assets provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assets; and

(g) any and all claims and causes of action, with respect to any of the Assets, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement,

dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assumption of Liabilities and Indemnity. Assignee does hereby irrevocably assume the Liabilities and agrees to indemnify and defend Assignor, and hold Assignor harmless, from and against any and all losses, expenses, damages and claims related to or arising out of Assignee's obligations to satisfy the Liabilities assumed hereby.

3. Representations and Warranties of Assignor. Assignor hereby represents and warrants as of the date of this Agreement that, except as expressly set forth in the Schedule of Exceptions attached as Schedule 3 hereto, all of the following statements, representations and warranties are true, correct and complete:

a. No Conflict. The execution, delivery and performance of this Agreement by Assignor do not and will not (i) conflict with or violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to Assignor or any of the Assets, (ii) result in any breach or violation of or constitute a default or event that with the giving of notice or lapse of time or both would become a breach, violation or default under, or give to any third party any right of termination, amendment, acceleration or cancellation of, any agreement with any third party or to which Assignor is otherwise bound, or (iii) result in the creation or imposition of any lien, claim or encumbrance on, in or to any of the Assets.

b. Consents. The execution and delivery of this Agreement by Assignor does not, and the performance of this Agreement by Assignor will not, require (i) any consent, approval, authorization or other action by, or filing with or notification to, any court or governmental or regulatory authority, or (ii) any consent or approval by any other third party that has not been secured by Assignor.

c. Title to Assets. Assignor owns all of the Assets and has good and marketable title in and to all of the Assets free and clear of all liens, claims, encumbrances, security interest, mortgages, licenses, and pledges of any kind or character whatsoever created by through or under Assignor. Title to all of the Assets is transferable from Assignor to Assignee without obtaining the consent, approval or release of or from any third party.

d. Litigation. There is no claim, action, suit, arbitration, mediation, investigation or other proceeding of any nature pending or to Assignor's knowledge threatened at law or in equity before or by any court, governmental department, commission, board or agency, nor to Assignor's knowledge is there any basis for any such claim or action that (i) may adversely affect, contest or challenge Assignor's authority, right or ability to transfer or convey any of the Assets to Assignee under this Agreement or otherwise to perform Assignor's obligations under this Agreement, (ii) challenges or contests Assignor's right, title or ownership of any of the Assets or seeks to impose a lien, claim or encumbrance on or transfer title or ownership of any of the Assets, (iii) asserts that Assignor, any of the Assets, or any employee, consultant or contractor of Assignor infringes or misappropriates any intellectual property rights of any third party, or (iv) seeks to enjoin, prevent or hinder consummation of the transaction contemplated by this Agreement.

e. Infringement. To Assignor's knowledge, the Assets have not infringed or misappropriated the intellectual property rights of any person.

4. Registrations, Powers of Attorney. Assignor agrees to assist Assignee and Assignee's designees if any, at Assignee's expense, in every proper way to secure Assignee's rights in and to the Assets and in and to all patent and other intellectual property rights relating thereto in all countries, including but not limited to by (a) disclosure to Assignee or such designee of all pertinent information and data with respect thereto, and (b) execution by Assignor and any relevant inventors of all applications, specifications, oaths, assignments and other instruments that Assignee or such designee shall deem necessary or appropriate in order to apply for and obtain such rights and in order to evidence the absolute assignment and conveyance to Assignee, its successors, assigns and nominees, of the sole and exclusive right, title and interest in and to the Assets and all rights of exclusivity, patent and other intellectual property rights relating thereto. Assignor further agrees that its obligation to execute or cause to be executed all such instruments and papers shall continue after the date of this Agreement. Assignee and its duly authorized officers and agents are hereby irrevocably designated and appointed Assignor's agent and attorney in fact, to act for and on Assignor's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Assignor. Assignor hereby irrevocably assigns and transfers to Assignee and its duly authorized officers and agents all powers of attorney granted to Assignor by all relevant inventors, to act for and on such inventor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters of patent or copyright registrations thereon with the same legal force and effect as if executed by such inventors.

5. Further Assurances. In ease at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Agreement, Assignor will take such further action, including but not limited to the execution and delivery of such other further instruments and documents, as Assignee may reasonably request at the cost and expense of Assignee. Assignor will at its sole cost and expense sign and deliver any and all instruments and documents necessary or appropriate to effect and perfect fully the transfer" to Assignee of any and all of the Assets, and will at its sole cost and expense cause all inventors to do the same.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

[Signature Page Follows]

**WHEREFORE**, the undersigned have executed and delivered this Agreement.

Date: May 1, 2018

"Assignor"

Planet 9 Studios, Inc.,  
a California corporation

By:  \_

David J. Colleen, President

"Assignee"

SapientX Inc.,  
a Delaware corporation

By  \_

David J. Colleen, President

**Schedule 1**

**Assets**

Trademarks

Raygun

**Total Value of Assets** (without taking into account the Liabilities): \$1.

**Schedule 2**

**Schedule of Liabilities**

None



**Schedule 3**

**Schedule of Exceptions to Representation and Warranties**

None.