

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475352

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/15/2018
RESUBMIT DOCUMENT ID:	900445876

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LUMINA MEDIA, LLC		02/15/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	PARROT PUBLICATIONS, INC.
Street Address:	2922 Routier Rd.
City:	Sacramento
State/Country:	CALIFORNIA
Postal Code:	95827
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4494985	BIRD TALK
Registration Number:	1662450	BIRD TALK
Registration Number:	1679077	BIRDS USA
Registration Number:	2256484	BIRDS USA

CORRESPONDENCE DATA

Fax Number:

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: 213-265-7645
 Email: sanfordastor@sanfordastoriplaw.com
 Correspondent Name: Sanford Astor
 Address Line 1: 650 S. Spring St.
 Address Line 2: #1112
 Address Line 4: Los Angeles, CALIFORNIA 90014

NAME OF SUBMITTER:	Sanford Astor
SIGNATURE:	/sanford astor/
DATE SIGNED:	05/24/2018

Total Attachments: 4

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EXECUTION VERSION

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made as of the 15th day of February, 2018, by and between LUMINA MEDIA, LLC, a Delaware limited liability company ("*Assignor*") in favor of PARROT PUBLICATIONS, INC., a California corporation ("*Assignee*").

BACKGROUND

Assignee and Assignor are parties to an Asset Purchase Agreement dated on or about even date herewith (the "*Asset Purchase Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to acquire from Assignor the Purchased Assets (as defined in the Asset Purchase Agreement), including without limitation the trademarks and trade names of Assignor listed on Exhibit A to the Asset Purchase Agreement. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of the Purchased Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks, trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "*Marks*").

TERMS AND CONDITIONS

NOW, THEREFORE, Assignor, for and in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

(Notarizing Publics Only - California Notary Publics Only - Not for Use by Notaries Public in Other States)

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 Feb 13 2018 before me, MIN ZHOU, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel J Kutzoff and Jessica Medina
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 _____
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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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SCHEDULE A

Registered Servicemarks and Trademarks:

Servicemark or Trademark Registration No.	U.S. or Canadian	Registration Date
Bird Talk - US 4,494,985		12/12/2013
Bird Talk - US 1,662,450		10/29/1991
Bird Talk - Canada TMA523842		02/25/2000
Bird Talk - EU 953687		10/13/1998
Birds USA - US 1,679,077		3/10/1992
Birds USA - US 2,256,484		6/29/1999

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