

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mindful, Inc.		03/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VIACOM INTERNATIONAL INC.		
Street Address:	1515 Broadway, 33rd Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86883703	SPARKLER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128467911		
Email:	trademarks@mtvn.com		
Correspondent Name:	Kaydi Osowski		
Address Line 1:	1515 Broadway		
Address Line 2:	33rd Fl.		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Kaydi Osowski		
SIGNATURE:	/klo/		
DATE SIGNED:	03/20/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), effective as of March 15, 2019 (the "Effective Date"), is by and between Mindful, Inc. (d/b/a Sparkler), a Delaware corporation ("Assignor") and Viacom International Inc., a Delaware corporation ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignee and Assignor, among others, entered into that certain Asset Purchase Agreement, dated as of March 15, 2019 (the "Purchase Agreement");

WHEREAS, Assignor is the (a) owner of each of the trademarks and trademark applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule A hereto (the "Trademarks"); and (b) registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule B hereto and the domain name registrations therefor (the "Domain Names") (the Trademarks and Domain Names, collectively, the "Assigned Intellectual Property");

WHEREAS, under the terms of the Purchase Agreement, Assignee agreed to cause Assignor to transfer to Assignee sole ownership of all right, title and interest in and to the Assigned Intellectual Property, and to execute this Assignment; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW, THEREFORE, for good and valuable consideration, including the consideration reflected in the Purchase Agreement, the sufficiency and receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Effective upon the date hereof, Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts the sale, assignment, transfer and conveyance of, all right, title and interest in and to the Assigned Intellectual Property, including all rights therein provided by international conventions and treaties; all royalties, fees, payments and proceeds due with respect thereto; all rights of priority and renewals; and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Within five (5) days following the Closing, Assignor shall (a) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "Registering Authority"); (b) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority; and (c) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

3. Upon reasonable request by Assignee, the applicable Assignor will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned Intellectual Property, and to vest in Assignee such right, title and interest in and to the Assigned Intellectual Property as assigned and transferred to Assignee hereunder.

4. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Intellectual Property.

5. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

6. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

As Assignor:

MINDFUL, INC. (D/B/A SPARKLER)

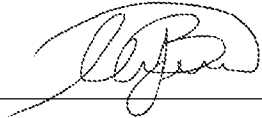
DocuSigned by:
By Kristen Kane
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Name: Kristen Kane

Title: President

As Assignee:

VIACOM INTERNATIONAL INC.

By:  _____

Name: Alexander J. Berkett

Title: Senior Vice President, Corporate Development

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction	Registration / Application No.	Owner/Applicant
SPARKLER	U.S.	App. No. 86/883,703	Mindful, Inc.