

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genius Brands International, Inc.		11/10/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	POW! Entertainment		
Street Address:	9440 South Santa Monica Blvd		
Internal Address:	Suite 488		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88653662	STAN LEE'S SUPERHERO KINDERGARTEN	
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:	8187635292		
Email:	crainey@hamricklaw.com		
Correspondent Name:	Charles C. Rainey		
Address Line 1:	2600 W Olive Ave		
Address Line 2:	Ste 1020		
Address Line 4:	Burbank, CALIFORNIA 91505		
ATTORNEY DOCKET NUMBER:	3761.01		
NAME OF SUBMITTER:	Charles C. Rainey		
SIGNATURE:	/Charles C. Rainey/		
DATE SIGNED:	02/26/2020		
Total Attachments: 1			
source=191110 - POW - TM - Stan Lee's Superhero Kindergarten - Assignment (FE)#page1.tif			

OP \$40.00 88653662

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of this 10th day of Nov, 2019 (the "Effective Date") is made by Genius Brand International, Inc. ("Seller"), a Nevada corporation, located at 190 North Canon Drive, Beverly Hills, California 90210, in favor of POW! Entertainment, LLC ("Buyer"), a Delaware limited liability company, located at 9440 South Santa Monica Boulevard, Suite 488, Beverly Hills, California 90210 (each a "Party" and collectively, the "Parties").

WHEREAS, Seller submitted an application for the trademark "STAN LEE'S SUPERHERO KINDERGARTEN" (Serial No.: 88653662) (the "Assigned Trademark") with the United States Patent and Trademark Office ("USPTO");

WHEREAS, Buyer is the exclusive owner of rights to trademarks incorporating the name of the now deceased comic book writer and editor Stan Lee;

WHEREAS, pursuant to this Assignment, Seller wishes to convey, transfer, and assign to Buyer, and Buyer wishes to receive from Seller, any and all rights in the application for the Assigned Trademark;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Assignment. For good and valuable consideration, receipt and sufficiency of which is acknowledged, subject to the execution of a Trademark License Agreement between the Parties, Seller irrevocably conveys, transfers, and assigns to Buyer, and Buyer accepts, all of Seller's right, title, and interest in and to the following:

1.1. the trademark application for the Assigned Trademark and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the intended use of, and symbolized by, the Assigned Trademarks;

1.2. all rights of any kind whatsoever of Seller in and to the Assigned Trademark accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

1.3. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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.

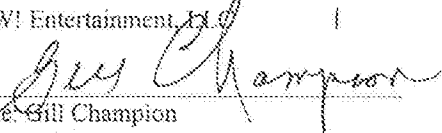
2. Recordation and Further Actions. Seller hereby authorizes the USPTO Commissioner for Trademarks and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of transmission shall have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law principles.

IN WITNESS WHEREOF, the following signatures represent that the Parties have read this AGREEMENT in its entirety and by their execution below have agreed to all its terms and conditions.

POW! Entertainment, LLC
By: 
Name: Bill Champion
Title: President

Genius Brands International, Inc.
By: 
Name: _____
Title: _____

