

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575808

<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>
Alloy Digital, LLC		05/08/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mythical Venture, LLC		
<b>Street Address:</b>	450 North Roxbury Drive, 8th Floor		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4455085	SHUT UP!	
<b>Registration Number:</b>	4480510	SHUT UP! CARTOONS	
<b>Registration Number:</b>	4581335	SMOSH	
<b>Registration Number:</b>	3786737	SMOSH	
<b>Registration Number:</b>	3372369	SMOSH	
<b>Registration Number:</b>	4319308	SMOSH PIT	
<b>Registration Number:</b>	4543693	SMOSH PIT	
<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>	212-768-5367		
<b>Email:</b>	trademarks.us@dentons.com		
<b>Correspondent Name:</b>	Monica B. Richman		
<b>Address Line 1:</b>	P.O. BOX #061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>ATTORNEY DOCKET NUMBER:</b>	15257264-000209		
<b>NAME OF SUBMITTER:</b>	Monica B. Richman		
<b>SIGNATURE:</b>	/Monica B. Richman/		

OP \$190.00 4455085

<b>DATE SIGNED:</b>	05/11/2020
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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment Agreement”), effective as of the last execution date (the “Effective Date”) is made and entered into by and among Alloy Digital, LLC, a Delaware limited liability company, located at 366 5th Avenue, New York, New York 10001 (“ASSIGNOR”), and Mythical Venture, LLC, a Delaware limited liability company, located at 450 North Roxbury Drive, 8th Floor Beverly Hills, California 90210 (“ASSIGNEE”).

WHEREAS, ASSIGNOR is the owner of the applications and/ or registrations identified in Schedule A (the “Trademarks”);

WHEREAS, ASSIGNOR desires to transfer all rights, title and interest in and to the Trademarks to ASSIGNEE;

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR’s rights, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, ASSIGNOR does hereby irrevocably sell, assign, grant and transfer to ASSIGNEE, its entire worldwide right, title and interest in and to the Trademarks, including all common law rights, along with the goodwill of the business symbolized by the Trademarks, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made, as assignee of its entire right, title and interest therein, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment Agreement.

This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment Agreement, and to issue or transfer the said trademark record(s) to the ASSIGNEE as owner of all right, title and interest therein, or otherwise as the ASSIGNEE may direct, in accordance with the terms of this Assignment Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed as of the Effective Date.

ASSIGNOR:

Alloy Digital, LLC

By:



Name:

Craig E. Talbot

Title:

Manager

Date:

5/8/2020

ASSIGNEE:

Mythical Venture, LLC

By:

Name:

Title:

Date:

United States

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed as of the Effective Date.

ASSIGNOR:

Alloy Digital, LLC

By: \_\_\_\_\_  
David Miller, Manager of DEFY MEDIA (ABC), LLC, a California limited liability company, as Assignee for the Benefit of Creditors of Defy Media, LLC, in its capacity as attorney-in-fact for Alloy Digital, LLC

Date: May 8, 2020

ASSIGNEE:

Mythical Venture, LLC

By: \_\_\_\_\_  
DocuSigned by:  
*Brian Flanagan*  
88D09E127D01420...  
Name: Brian Flanagan

Title: Chief operating officer

Date: 5/8/2020

United States

**SCHEDULE A**

No.	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Class(es)	Territory
1.	SHUT UPI	85961852	June 17, 2013	4455085	December 24, 2013	9	United States
2.	SHUT UPI CARTOONS	85961893	June 17, 2013	4480510	February 11, 2014	25, 41	United States
3.	SMOSH	85930968	May 13, 2013	4581335	August 5, 2014	16, 41	United States
4.	SMOSH	77657907	January 27, 2009	3786737	May 11, 2010	38, 41, 42, 45	United States
5.	SMOSH	77183996	May 17, 2007	3372369	January 22, 2008	25, 38	United States
6.	SMOSH PTT	77983522	February 22, 2010	4319308	April 16, 2013	38, 41, 42	United States
7.	SMOSH PTT	77941754	February 22, 2010	4543693	June 3, 2014	45	United States

**TRADEMARK**  
**REEL: 006935 FRAME: 0673**

**RECORDED: 05/11/2020**