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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Last Men, LLC		12/11/2019	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	Stepnation Media, Inc.	
Street Address:	4267 Ste Catherine Street West	
Internal Address:	#137	
City:	Westmount	
State/Country:	CANADA	
Postal Code:	H3Z 1P7	
Entity Type:	Corporation: CANADA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3637282	EGOTASTIC
Registration Number:	3834112	WWTDD
Registration Number:	3834113	WHAT WOULD TYLER DURDEN DO?

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: 8182931800

Email: vp@artechlaw.com

Correspondent Name: Virginie L. Parant

Address Line 1: 3500 W. Olive avenue

Address Line 2: #300

Address Line 4: Burbank, CALIFORNIA 91505

NAME OF SUBMITTER:	Virginie Parant	
SIGNATURE:	/Virginie Parant/	
DATE SIGNED:	07/15/2020	

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of December 11, 2019 by and between Last Men, LLC, an Illinois limited liability company ("Assignor") and Stepnation Media, Inc., a Canadian corporation ("Assignee").

WHEREAS, the Assignor and the Assignee are certain of the parties to that certain Asset Purchase Agreement, dated as of an even date herewith (the "Purchase Agreement"), pursuant to which the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, that are owned by or used for the Sites (as defined in the Purchase Agreement), including, without limitation, those trademarks, service marks and trade names listed in Schedule A hereto (all such trademarks, service marks, and trade names referred to collectively as the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

- 1. <u>Assignment</u>. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with (a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (c) the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.
- 2. <u>Terms of the Purchase Agreement</u>. The parties acknowledge and agree that this Assignment is entered pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignee and Assignor with respect to the Assigned Trademarks.
- 3. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Assignment and any action related thereto will be governed, controlled, interpreted and defined by and under the laws of the State of California, without regard to conflicts of laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
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IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

LAST MEN, LLC	STEPNATION MEDIA, INC.		
By J. Army	By:		
Name, title:	Drew Arnold Owner Name, title:		

RECORDED: 07/15/2020

SCHEDULE A

Trademarks

Mark	Serial No.	Status
Egotastic	3637282	Registered
WWTDD	3834112	Registered
What Would Tyler Durden Do	3834113	Registered

TRADEMARK
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