

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metromedia Technologies, Inc.		01/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Circle Graphics, Inc.		
Street Address:	120 9th Avenue		
City:	Longmont		
State/Country:	COLORADO		
Postal Code:	80501		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5686754	VISEN	
Registration Number:	3277926	DREAM. DESIGN. DELIVER.	
Registration Number:	3277932		
Registration Number:	2737393	ONE PRINT	
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>			
Email:	dsk@bhgrlaw.com		
Correspondent Name:	David S. Kerr		
Address Line 1:	1712 Pearl Street		
Address Line 4:	Boulder, COLORADO 80302		
NAME OF SUBMITTER:	David S. Kerr		
SIGNATURE:	/David S. Kerr/		
DATE SIGNED:	08/31/2020		
Total Attachments: 6			
source=CG & MMT - Confirmatory Assignment - Trademark (Executed)#page1.tif			
source=CG & MMT - Confirmatory Assignment - Trademark (Executed)#page2.tif			
source=CG & MMT - Confirmatory Assignment - Trademark (Executed)#page3.tif			
source=CG & MMT - Confirmatory Assignment - Trademark (Executed)#page4.tif			

OP \$115.00 5686754

source=CG & MMT - Confirmatory Assignment - Trademark (Executed)#page5.tif

source=CG & MMT - Confirmatory Assignment - Trademark (Executed)#page6.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of January 1, 2020 and is between Metromedia Technologies, Inc., a Delaware corporation (the "Assignor") and Circle Graphics, Inc., a Delaware corporation (the "Assignee").

RECITALS

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among the Assignor, the Assignee and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee, and the Assignee desires to acquire the Marks.

AGREEMENTS

In consideration of the promises and mutual covenants and agreements contained herein, and for other the good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations

resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to all Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce all Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers, provided that Assignee shall not execute any such further papers unless Assignor has failed to do so within 5 business days of Assignee's delivery to Buyer of a written request therefore.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective, nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.


8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Metromedia Technologies, Inc.

By: 
Name: William Ishida
Its: President


Address for Notices:
810 Seventh Avenue, 29th Floor
New York, New York 10019

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007038 FRAME: 0068

ASSIGNEE:

Circle Graphics, Inc.

By: 
Name: Andrew Cousin
Its: Chief Executive Officer

Address for Notices:
120 9th Ave.
Longmont, CO 80501

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007038 FRAME: 0069

Schedule A

Trademark Applications and Registrations

TRADEMARK	COUNTRY	REG. NO.
MMT	USA	2321009
METROMEDIA TECHNOLOGIES	USA	1681551
VISEN	USA	5686754
DREAM. DESIGN. DELIVER.	USA	3277926
	USA	3277932
ONE PRINT	USA	2737393
METROMEDIA TECHNOLOGIES	STATE – PUERTO RICO	PRX 46026
MMT	STATE – PUERTO RICO	PRX 46027
METROMEDIA TECHNOLOGIES	MALAYSIA	96014491
METROMEDIA TECHNOLOGIES	MALAYSIA	96014479
METROMEDIA TECHNOLOGIES	VENEZUELA	S011077

TRADEMARK	COUNTRY	REG. NO.
MMT	CANADA	TMA539018
MMT	VENEZUELA	S011078
MMTI	VENEZUELA	S011079