

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600499

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maximum Media, LLC d/b/a StreamSpot		01/31/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Subsplash, Inc.		
Street Address:	3257 16TH AVE W		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98119		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85939189	STREAMSPOT	
Serial Number:	87942986	LIVE STREAMING SIMPLIFIED	
Serial Number:	87943261	SIMPLIFIED	
Serial Number:	86751766	STREAMSPOT SYNC	
Serial Number:	86767012	LIVE STREAMING [SIMPLIFIED]	
Serial Number:	86767369	[SIMPLIFIED]	
Serial Number:	86751671	MYSTREAMSPOT	
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:	kdavis@karrtuttle.com		
Correspondent Name:	Kelly Davis		
Address Line 1:	701 Fifth Avenue, Suite 3300		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Kyle Straughan		
SIGNATURE:	/Kyle Straughan/		
DATE SIGNED:	09/30/2020		

OP \$190.00 85939189

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of January 31, 2020, and is made by Maximum Media, LLC d/b/a StreamSpot, an Ohio limited liability company (the “Assignor”), in favor of Subsplash, Inc., a Washington corporation (the “Assignee”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignor, the Assignee, and the other parties thereto (the “Asset Purchase Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, and the Assignee has agreed to purchase, the Purchased Assets, including, but not limited to, the trademarks and trade names on Schedule A attached hereto (the “Trademarks”), the copyrights on Schedule B attached hereto (the “Copyrights”), the patents on Schedule C attached hereto (the “Patents”), and the domain names on Schedule D attached hereto (the “Domain Names”, and together with the Trademarks, the Copyrights and the Patents, collectively the “Intellectual Property Assets”); and

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in the Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the assignment of said rights in the Copyrights be made of record in the United States Copyright Office (where applicable), and the applicable state trademark, patent and copyright offices (where applicable), all foreign trademark, patent and copyright offices (where applicable) and any other governmental or administrative offices, as the case may be.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor and the Assignee hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, all of the Assignor’s right, title and interest in and to all of the Assignor’s Trademarks, Copyrights, Patents, Domain Names and other Seller Intellectual Property rights, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Trademarks, and the registrations and application therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Patents, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Patents, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past

infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(c) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Copyrights, including state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Copyrights, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(d) The Assignor hereby assigns, transfers, and delivers to the Assignee, all right, title, and interest in and to the Domain Names, together with all renewals and extensions thereof, and all goodwill of the business symbolized by the Domain Names and Assignee hereby accepts such assignment, transfer, and conveyance. In connection with the foregoing, Assignor hereby irrevocably authorizes GoDaddy to transfer the Domain Names to Assignee or to such nominee as Assignee may designate in writing to the Assignor on the date hereof.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors and or assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions.

4. Delivery of Tangible Items. The Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, which are in the possession or control of the Assignor.

5. Maintenance. The Assignor agrees that it has taken, and shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take, all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

ASSIGNOR:

MAXIMUM MEDIA, LLC

By: Brian Duerring

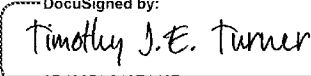
Name: Brian Duerring

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

ASSIGNEE:

SUBSPLASH, INC.

By: DocuSigned by:

9D4325ACT8E1467...
Name: Timothy J.E. Turner
Title: Chief Executive Officer

Schedule A

Trademarks

<i>Case Type</i>	<i>Trademark</i>	<i>Owner</i>	<i>Country/ State</i>	<i>Application Number</i>	<i>Filing Date</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Status</i>
Trademark	STREAMSPOT	Maximum Media LLC	USA – Federal	85939189	5/22/2013	4462199	1/7/2014	Registered
Trademark	LIVE STREAMING SIMPLIFIED	Maximum Media LLC	USA – Federal	87942986	5/31/2019	5817439	7/30/2019	Registered
Trademark	SIMPLIFIED	Maximum Media LLC	USA – Federal	87943261	5/31/2018	--	--	Abandoned
Trademark	STREAMSPOT SYNC	Maximum Media LLC	USA – Federal	86751766	9/9/2015	4963503	5/24/2016	Registered
Trademark	LIVE STREAMING [SIMPLIFIED]	Maximum Media LLC	USA – Federal	86767012	9/24/2015	4943356	4/19/2016	Registered
Trademark	[SIMPLIFIED]	Maximum Media LLC	USA – Federal	86767369	9/24/2015	4936883	4/12/2016	Registered
Trademark	MYSTREAMSPOT	Maximum Media LLC	USA – Federal	86751671	9/9/2015	4936829	4/12/2016	Registered
Trade Name	STREAMSPOT	Maximum Media LLC	OH	2244599	11/7/2013	--	--	Registered
Trademark	STREAMSPOT ONE	Maximum Media LLC	OH	--	--	--	--	Unregistered

Schedule B

Copyrights

None.

Schedule C

Patents

<i>Case Type</i>	<i>Owner</i>	<i>Jurisdiction</i>	<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>	<i>Status</i>
Patent	MAXIMUM MEDIA LLC	US	62/024,565	07/15/2014	n/a	n/a	Expired
Patent	MAXIMUM MEDIA LLC	US	PCT/US15/40538	07/15/2015	n/a	n/a	Expired
Patent	MAXIMUM MEDIA LLC	US	14/799,888	07/15/2015	9,912,710	03/06/2018	Granted
Patent	MAXIMUM MEDIA LLC	US	15/409,901	01/19/2017	10,009,395	06/26/2018	Granted
Patent	MAXIMUM MEDIA LLC	US	62/555,167	09/07/2017	n/a	n/a	Expired
Patent	MAXIMUM MEDIA LLC	US	16/005,771	06/12/2018	10,523,725	12/31/2019	Granted
Patent	MAXIMUM MEDIA LLC	US	16/705,914	12/06/2019	n/a	n/a	Pending

Schedule D

Domain Names

<i>Seq.</i>	<i>Domain</i>	<i>Registered</i>	<i>Expiration</i>	<i>Registrar</i>	<i>Registrant</i>
1	CHURCHCASTONLINE.COM	12/9/10	12/9/20	GoDaddy	Maximum Media LLC
2	CHURCHSTREAMING.CHURCH	9/17/14	9/17/20	GoDaddy	Maximum Media LLC
3	MAXIMUMMEDIALLC.COM	10/18/10	10/18/20	GoDaddy	Maximum Media LLC
4	MAXIMUMMEDIASTREAMING.COM	4/29/10	4/29/20	GoDaddy	Maximum Media LLC
5	MYSTREAMSPOT.COM	6/10/13	6/10/20	GoDaddy	Maximum Media LLC
6	MYSTREAMSPOT.NET	4/26/14	4/26/20	GoDaddy	Maximum Media LLC
7	STREAMSPOT.CHURCH	9/17/14	9/17/20	GoDaddy	Maximum Media LLC
8	STREAMSPOT.COM	7/25/09	7/25/20	GoDaddy	Maximum Media LLC
9	STREMSPOT.IO	11/16/16	11/16/20	GoDaddy	Maximum Media LLC
10	STREAMSPOT.NET	4/26/14	4/26/20	GoDaddy	Maximum Media LLC
11	STREAMSPOT.ORG	9/10/14	9/10/20	GoDaddy	Maximum Media LLC
12	SYNAGOGUESTREAMING.COM	8/17/15	8/17/20	GoDaddy	Maximum Media LLC
13	SYNAGOGUESTREAMING.TV	10/14/15	10/14/20	GoDaddy	Maximum Media LLC
14	THESTREAMSPOT.COM	5/13/13	5/13/20	GoDaddy	Maximum Media LLC