

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601982

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DSI Assignments, LLC		03/26/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Digital Dream Labs, LLC		
Street Address:	100 South Commons		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15212		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5711131	VECTOR	
CORRESPONDENCE DATA			
Fax Number:	4124562864		
<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:	dgo@muslaw.com		
Correspondent Name:	David G. Oberdick		
Address Line 1:	535 Smithfield Street Suite 1300		
Address Line 2:	Suite 1300		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
NAME OF SUBMITTER:	David G. Oberdick		
SIGNATURE:	/David G. Oberdick/		
DATE SIGNED:	10/09/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

DSI Assignments, LLC, a Delaware limited liability company, solely in its capacity as Assignee for the Benefit of Creditors of Anki, Inc. ("Transferor"), pursuant to that certain General Assignment (as defined below) between Transferor and Anki, Inc. ("Anki"), and Digital Dream Labs, LLC, a limited liability company organized under the laws of Pennsylvania ("Transferee"), agree as follows:

WHEREAS, Anki has adopted or used the trademark set forth on the attached Exhibit A (the "Trademark"), in conjunction with Anki's business, together with the goodwill symbolized thereby; and

WHEREAS, on May 8, 2019, Anki initiated an assignment for the benefit of creditors pursuant to which it assigned and transferred all of its assets and property (the "Assets") to Transferor pursuant to that certain General Assignment for the Benefit of Creditors executed by Anki and Transferor (the "General Assignment"); and

WHEREAS, simultaneously herewith, Transferor intends to sell and transfer one of the Assets (the "Acquired Asset") to Transferee pursuant to that certain Bill of Sale, dated as of the date hereof, executed by Transferor and Transferee (the "Bill of Sale"); and

WHEREAS, in connection with the Bill of Sale, Transferee seeks to acquire from Transferor the Trademark and any and all related rights and entitlements.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment of Trademark. Transferor hereby conveys, assigns, transfers and sets over unto Transferee all of Transferor's right, title and interest in and to the Trademark, together with the goodwill symbolized thereby, together with all applications and/or registrations thereof, together with a right to sue for and collect on all claims for injunctive relief and damages by reason of past, present or future infringement of the Trademark.

2. Filing of Assignment. Transferor hereby appoints Transferee or its successors and assigns to file and record this instrument with the United States Patent and Trademark Office.

3. Transferor agrees to take any and all lawful acts which Transferee may deem advisable or necessary in order to render this Assignment fully effective and to register and enforce the rights conveyed hereby, including without limitation, communication and coordination with any third party holding the Acquired Assets, execution of lawful documents, and cooperation in connection with proceedings to enforce the rights conveyed hereby.

7. "AS IS" and "WHERE IS". THE TRADEMARK IS ASSIGNED AS IS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TITLE, POSSESSION, QUIET

ENJOYMENT, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ACCURACY OR COMPLETENESS OF ANY PROJECTIONS, ESTIMATES OR OTHER FORWARD LOOKING INFORMATION PROVIDED OR OTHERWISE MADE AVAILABLE TO TRANSFEREE.

8. Governing Law. This Intellectual Property Assignment shall be construed under and governed by the internal laws of the State of California without regard to its conflict of laws provisions.


9. Successors and Assigns. This Intellectual Property Assignment shall bind Transferor and its successors and assigns and inure to the benefit of Transferee and its successors and assigns.

{Signature Pages Follow}

Dated: March 26, 2020

TRANSFEROR:

DSI Assignments, LLC, solely in its capacity as Assignee for the benefit of creditors of Anki, Inc.

By: 

Name: Geoffrey L. Berman

Title: Senior Managing Director

Development Specialists, Inc., sole and Managing Member of DSI Assignments, LLC

Signature page to Intellectual Property Assignment

Dated: March 26th, 2020

TRANSFeree:

Digital Dream Labs, LLC



Name: Jacob Blanchard

Title: Chief Executive Officer

Signature page to Intellectual Property Assignment

EXHIBIT "A"

Title	Status	Country	Classes	Appl. No./ Appl. Date	Reg. No./ Reg. Date
VECTOR	Registered	USA	IC009: Humanoid robots with artificial intelligence for entertainment purposes; downloadable mobile applications for controlling and interacting with humanoid robots for entertainment purposes, and not for industrial purposes, by allowing the user to set up and view status of the humanoid robot IC028: Toy robots and smart robot toys	87/768,021 01/24/2018	5,711,131 03/26/2019