

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609160

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900578066

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kideo Inc.		06/04/2020	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	Moonbug Entertainment Limited
Street Address:	3-6 Water Lane
Internal Address:	Labs Upper Lock, 2nd floor
City:	Camden Town, London
State/Country:	UNITED KINGDOM
Postal Code:	NW1 8JZ
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5249736	BLIPPI
Registration Number:	5333930	BLIPPI
Registration Number:	5335204	BLIPPI
Registration Number:	5335209	BLIPPI
Registration Number:	5345563	BLIPPI
Serial Number:	88553924	BLIPPI

CORRESPONDENCE DATA

Fax Number: 2122925391

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: 2122925390

Email: mail@ipcounselors.com

Correspondent Name: EPSTEIN DRANGEL LLP

Address Line 1: 60 EAST 42ND STREET

Address Line 2: SUITE 2520

Address Line 4: NEW YORK, NEW YORK 10165

DOMESTIC REPRESENTATIVE

Name:	EPSTEIN DRANGEL LLP
Address Line 1:	60 EAST 42ND STREET
Address Line 2:	SUITE 2520
Address Line 4:	NEW YORK, NEW YORK 10165
NAME OF SUBMITTER:	WILLIAM C. WRIGHT
SIGNATURE:	/WILLIAM C. WRIGHT/
DATE SIGNED:	11/17/2020
Total Attachments: 5 source=Moonbug_Blippi - Intellectual Property Assignment (6.4.20)#page1.tif source=Moonbug_Blippi - Intellectual Property Assignment (6.4.20)#page2.tif source=Moonbug_Blippi - Intellectual Property Assignment (6.4.20)#page3.tif source=Moonbug_Blippi - Intellectual Property Assignment (6.4.20)#page4.tif source=Moonbug_Blippi - Intellectual Property Assignment (6.4.20)#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this “Assignment”) is made and entered into as of June 4, 2020, by and among Moonbug Entertainment Limited, a company established under the laws of England and Wales (“Assignee”),

Kideo Inc., a Nevada corporation (“Kideo”),
Kideo, “Assignor”

Capitalized terms used but not otherwise defined herein shall have the definition assigned to such terms in the Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”) by and among Assignee, Kideo

WHEREAS, subject to the Inbound Licenses, Assignors possess all right, title, and interest in and to all Purchased Intellectual Property Rights as set forth on Schedule 2.1(a) of the Purchase Agreement, including the registration(s) (if any) set forth on the attached Exhibit A (the “Purchased Intellectual Property Rights”);

WHEREAS, subject to the Inbound Licenses, Assignors possess all right, title, and interest in and to all video content, video and audio files, scripts, storyboards, notes, domains, websites and website content, and advertising data used in the Business set forth on the attached Exhibit B (the “Videos & Domains”);

WHEREAS, Assignors are the owners of the entire right, title and interest in and to all online and social media accounts, ad accounts, and other content and technology related to the Channels or the Business, including but not limited to those set forth on Schedule 2.1(a) of the Purchase Agreement set forth on the attached Exhibit C (the “Media Accounts”);

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to assign, convey, transfer, and deliver to Assignee the Purchased Assets, including the assets identified in Section 1 hereof on the terms and subject to the conditions and exceptions set forth in the Purchase Agreement; and

WHEREAS, the execution and delivery of this Assignment by Assignors and Assignee is contemplated by Section 2.1 of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises made in the Purchase Agreement and herein and upon the terms and subject to the conditions set forth in the Purchase Agreement and herein, the parties hereto hereby agree as follows:

1. Assignment. Except for the Excluded Assets, and subject to the Inbound Licenses, Assignors hereby assign, convey, transfer and deliver to Assignee, and Assignee hereby acquires and accepts from Assignors, all of Assignors’ right, title and interest in and to (a) the Transferred Intellectual Property used in the Business as set forth on Schedule 2.1(a) of the Purchase Agreement and including but not limited to all software, copyrights, registered designs, trademarks, patents, domain names, stock imagery, character and image rights, format rights, merchandising rights, rights in any underlying musical works and musical recordings, live stage and theatrical rights associated with the Business, and all claims related thereto (collectively, the “Purchased Intellectual Property Rights”), (b) all video content, video and audio files, scripts, storyboards, notes, domains, websites and website content, and advertising data used in the Business and in existence as of the date of the Agreement, and (c) all online and social media accounts, ad accounts and other content and technology related to the Channels or the Business, including but not limited to those set forth on Schedule 2.1(a) of the Purchase Agreement.

2. Rights and Privileges. The Purchased Intellectual Property Rights constitute all of the Intellectual Property Rights necessary and sufficient to permit Buyer to conduct the Ongoing Business immediately after the Closing in a manner substantially equivalent to the manner in which the Business is conducted on the date of this Agreement by Sellers.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be limited or expanded hereby, and shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein.

4. No Modification of Purchase Agreement. This Assignment is issued pursuant to the terms of the Purchase Agreement and Assignors and Assignee are entitled to the benefits of, and this instrument is subject to, all pertinent provisions of the Purchase Agreement. Nothing contained herein shall release Assignors or Assignee from any of their respective obligations under the Purchase Agreement or in any way diminish, limit, or modify any of the representations, warranties, indemnities, covenants or agreements of such parties set forth in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties hereto.

5. No Third Party Beneficiaries. This Assignment is for the sole and exclusive benefit of Assignors and Assignee and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any Person other than Assignors and Assignee and their respective successors and permitted assigns any right, remedy, or claim under or by reason of this Agreement or any term, covenant or condition hereof.

6. Successors and Assigns. This Assignment shall be binding upon the parties hereto and their successors and assigns.

7. Amendments. This Assignment and any of the provisions hereof may not be amended or modified except by an instrument in writing and signed by each party hereto.

8. Governing Law. This Assignment shall in all respects be construed in accordance with and governed by the laws of England and Wales, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

9. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms of provisions of this Assignment in any other jurisdiction.

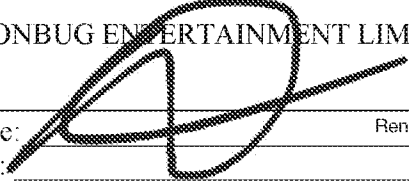
10. Counterparts; Facsimile Signature. This Assignment may be executed in one or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature to this Assignment shall have the same legal force and effect as an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property Rights to be executed by their duly authorized representative as of the date first written above.

ASSIGNEE:

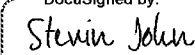
MOONBUG ENTERTAINMENT LIMITED

By: 
Name: _____ Rene Rechtman
Title: _____ Director

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property Rights to be executed by their duly authorized representative as of the date first written above.

KIDEO:

KIDEO, INC.

By: DocuSigned by:


0FB40430290C4F1...
Name: STEVIN JOHN

Title: Shareholder and Director

EXHIBIT A

PURCHASED INTELLECTUAL PROPERTY RIGHTS

REGISTERED TRADEMARKS:

MARK	SERIAL NUMBER	APPLICATION DATE	REGISTRATION	REGISTRATION DATE
BLIPPI	87/249,231	11/28/2016	5,249,736	7/25/2017
BLIPPI	87/389,243	3/28/2017	5,333,930	11/14/2017
BLIPPI	87/419,313	4/20/2017	5,335,204	11/14/2017
BLIPPI	87/419,533	4/20/2017	5,335,209	11/14/2017
BLIPPI	87/419,576	4/21/2017	5,345,563	11/28/2017
BLIPPI	88/553,924	7/31/2019	N/A	N/A