### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM612450

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

#### **CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type                            |
|--|----------|----------------|--|
| Splashlight Photographic & Digital Studios LLC |          |                | Limited Liability Company:<br>DELAWARE |

#### **RECEIVING PARTY DATA**

| Name:           | Splashlight Holding LLC             |  |
|-----------------|-------------------------------------|--|
| Street Address: | 75 Varick Street                    |  |
| City:           | New York                            |  |
| State/Country:  | NEW YORK                            |  |
| Postal Code:    | 10013                               |  |
| Entity Type:    | Limited Liability Company: DELAWARE |  |

#### **PROPERTY NUMBERS Total: 5**

| Property Type  | Number   | Word Mark             |
|----------------|----------|-----------------------|
| Serial Number: | 87942519 | CREATIVE INTELLIGENCE |
| Serial Number: | 88512024 | ETHNO.AI              |
| Serial Number: | 88511871 | LIIV                  |
| Serial Number: | 87942537 | PHAAS                 |
| Serial Number: | 87942542 | SPLASHTAG             |

#### CORRESPONDENCE DATA

Fax Number: 3128767934

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: 3128768000

Email: angelica.pogson@dentons.com

**Correspondent Name:** Dentons US LLP Address Line 1: P.O. Box #061080

Address Line 2: Wacker Drive Station, Willis Tower

Address Line 4: Chicago, ILLINOIS 60606

| NAME OF SUBMITTER: | Joel N. Bock |
|--------------------|--------------|
| SIGNATURE:         | /joel bock/  |
| DATE SIGNED:       | 12/04/2020   |

**Total Attachments: 3** 

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#### **ASSIGNMENT OF TRADEMARKS**

WHEREAS, Splashlight Photographic & Digital Studios LLC ("Assignor"), a Delaware limited liability company, having a principal place of business at 75 Varick Street, New York, New York 10013, is the owner of the trademarks identified in <a href="Exhibit A">Exhibit A</a> (collectively, the "Trademarks");

WHEREAS, Splashlight Holding LLC, a Delaware limited liability company, having a principal place of business at 75 Varick Street, New York, New York 10013 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the Trademarks throughout the world, including the right to file applications for registration of such trademarks throughout the world and bring actions for infringement of the Trademarks occurring prior to the date of this Assignment;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby mutually acknowledged, the Assignor has sold, assigned, and transferred, and by these presents does hereby sell, assign, transfer, set over, grant, and convey unto Assignee, its successors and assigns, fully the entire and exclusive rights, title and interest in and to the Trademarks, throughout the world, including but not limited to any applications or registrations therefor, and including the exclusive right of enforcement and choses in action related thereto. including, without limitation, exclusive rights to sue and assert claims for damages by reason of past, present or future infringement of any of the Trademarks, with the exclusive right to sue for. settle, recover, and collect the same, and any and all other corresponding rights that have been, or hereafter may be, secured with respect to the Trademarks, together with that part of the goodwill of the Assignor's business connected with and symbolized by the Trademarks. Assignor further agrees to execute and have executed all documents, instruments and papers and to perform all acts, without any further consideration, as reasonably requested by Assignee, its successors and assigns, to perfect in Assignee, its successors, legal representatives, and assigns, the foregoing rights, title and interests, as reasonably necessary to complete and perfect the transfer of the Trademarks in all countries. Assignor hereby irrevocably constitutes and appoints Assignee the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignee or in the name of Assignor, but for the benefit and at the expense of Assignee, to take any and all action which Assignee may deem proper in order to fully vest in Assignee the rights, title, and interests hereby assigned and transferred to Assignee or intended so to be. acknowledges that the foregoing powers are coupled with an interest and are irrevocable.

Assignor authorizes and requests the Director of the United States Patent and Trademark Office and/or head of any foreign trademark office to issue all trademark/service mark registrations which may issue on an application for any Trademark or a portion thereof to Assignee, its successors and assigns, in accordance with this Assignment.

This Assignment shall be governed by, and construed in accordance with the laws of the State of New York, United States, without regard to conflicts of law principles.

This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signed counterpart of this Assignment may be delivered by facsimile or other form of electronic transmission (e.g., pdf), with the same legal force and effect as delivery of an originally signed agreement.

TRADEMARK
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IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the November  $\frac{17}{2}$ , 2020

SPLASHLIGHT PHOTOGRAPHIC &

DIGITAL STUDIOS LLC

Name: Samps of Ingram

SPLASHLIGHT HOLDING LLC

By:

Varne: 3

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# Exhibit A

## **TRADEMARKS**

| Country                     | Title                    | Application No. | Registration No. |  |
|-----------------------------|--------------------------|-----------------|------------------|--|
| Madrid Protocol (TM)        | CREATIVE<br>INTELLIGENCE | A0081303        | 1474170          |  |
| United States of<br>America | CREATIVE INTELLIGENCE    | 87/942519       |                  |  |
| Switzerland                 | CREATIVE INTELLIGENCE    | 1474170         | 1474170          |  |
| China                       | CREATIVE<br>INTELLIGENCE | 1474170         | 1474170          |  |
| European<br>Community       | CREATIVE<br>INTELLIGENCE | 1474170         | 1474170          |  |
| Norway                      | CREATIVE<br>INTELLIGENCE | 1474170         |                  |  |
| Singapore                   | CREATIVE<br>INTELLIGENCE | 1474170         | 40201914045V     |  |
| United States of<br>America | ETHNO.AI                 | 88/512024       |                  |  |
| Madrid Protocol<br>(TM)     | ETHNO.AI                 | A0093218        | 1532841          |  |
| Canada                      | ETHNO.AI                 | 2030758         |                  |  |
| China                       | ETHNO.AI                 | 1532841         | 1532841          |  |
| European<br>Community       | ETHNO.AI                 | 1532841         |                  |  |
| United Kingdom              | ETHNO.AI                 | 1532841         |                  |  |
| United States of<br>America | LIIV                     | 88/511871       |                  |  |
| Madrid Protocol<br>(TM)     | LIIV                     | A0093217        | 1532456          |  |
| Canada                      | LIIV                     | 2030757         |                  |  |
| China                       | LIIV                     | 1532456         |                  |  |
| European<br>Community       | LIIV                     |                 | 1532456          |  |
| United Kingdom              | LIIV                     | 1532456         |                  |  |
| United States of<br>America | PHAAS                    | 87/942537       |                  |  |
| Madrid Protocol<br>(TM)     | SPLASHTAG                | A0081296        | 1458044          |  |
| United States of<br>America | SPLASHTAG                | 87/942542       |                  |  |
| Switzerland                 | SPLASHTAG                | 1458044         | 1458044          |  |
| China                       | SPLASHTAG                | 1458044         | 1458044          |  |
| European<br>Community       | SPLASHTAG                | 1458044         | 1458044          |  |
| Norway                      | SPLASHTAG                | 1458044         | 1458044          |  |
| Singapore                   | SPLASHTAG                | 1458044         | 40201906904V     |  |

**RECORDED: 12/04/2020** 

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