

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Idle Media, Inc.		09/25/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	MediaLab.Ai Inc.		
Street Address:	1222 6th Street		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4747188	DATPIFF	
Registration Number:	4844538	DATPIFF	
Registration Number:	4849831	DATPIFF	
Registration Number:	4134616	DATPIFF	
CORRESPONDENCE DATA			
Fax Number:	2608466028		
<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>			
Phone:	626-461-3400		
Email:	medialab@invictusadvisors.com		
Correspondent Name:	Tracy Roman		
Address Line 1:	950 County Square Drive #104		
Address Line 4:	Ventura, CALIFORNIA 93003		
NAME OF SUBMITTER:	Tracy Roman		
SIGNATURE:	/tracy roman/		
DATE SIGNED:	03/23/2021		
Total Attachments: 9			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of the Effective Date listed on the attached Disclosure Schedules, is entered into between MEDIALAB.AI INC., a Delaware corporation which transacts business in California as Mobile Medialab Technologies (“**Buyer**”) and Idle Media, Inc., a Nevada corporation (the “**Seller**”).

RECITALS

WHEREAS, Seller is engaged in the business of software development and mobile applications (the “**Business**”); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, certain assets of the Business related to the DatPiff distribution platform further identified herein as the “Purchased Assets”, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

Redacted

“**Disclosure Schedules**” means the Disclosure Schedules delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement.

“**Dollars or \$**” means the lawful currency of the United States.

“**Encumbrance**” means any lien, pledge, mortgage, deed of trust, security interest, charge, claim, easement, encroachment or other similar encumbrance.

Redacted

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Indemnified Party**” has the meaning set forth in Section 8.04.

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“**Intellectual Property**” means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other Governmental Authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) (“**Patents**”); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“**Trademarks**”); (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing (“**Copyrights**”); (d) internet domain names and social media account or user names (including “handles”), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media accounts and pages, and all content and data thereon or relating thereto, whether or not Copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein (“**Trade Secrets**”); (g) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof (“**Software**”); (h) rights of publicity; and (i) all other intellectual or industrial property and proprietary rights.

“**Intellectual Property Agreements**” means all licenses, sublicenses and other agreements by or through which other Persons grant Seller or Seller grants any other Persons any exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used primarily in connection with the Purchased Assets.

“**Intellectual Property Assets**” means all Intellectual Property that is owned by Seller and used in connection with the Purchased Assets, including the Intellectual Property Registrations set forth on Section 4.04(a) of the Disclosure Schedules.

“**Intellectual Property Registrations**” means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names, and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“**Knowledge of Seller or Seller’s Knowledge**” or any other similar knowledge qualification, means the actual knowledge of the Seller or any executive officer or director of the Seller in connection with the Purchased Assets, after due inquiry.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“**Losses**” means actual out-of-pocket losses, damages, liabilities, costs or expenses, including reasonable attorneys’ fees.

Redacted

“**Purchased Assets**” has the meaning set forth in Section 2.01.

“**Representative**” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“**Seller**” has the meaning set forth in the preamble.

Redacted

“**Third Party Claim**” has the meaning set forth in Section 8.05(a).

“**Transaction Documents**” means this Agreement, the Escrow Agreement, the Tax Liability Letter Agreement and the other agreements, instruments and documents required to be delivered at the Closing.

ARTICLE II

PURCHASE AND SALE

Section 2.01 **Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all Encumbrances other than Permitted Encumbrances, all of Seller’s right, title and interest in, to and under the following assets,

properties and rights of Seller, to the extent that such assets, properties and rights exist as of the Closing Date and primarily relate to the Datpiff distribution platform (collectively, the “**Purchased Assets**”):

(a) the datpiff.com website including all content and underlying intellectual property relating thereto that is owned by the Seller (for the avoidance of doubt any Third Party Content (as defined below) shall not be part of the Purchased Assets, but shall be assigned to Buyer pursuant to Section 2.08 below);

(b) the datpiff ios and android mobile applications; including all content and underlying intellectual property relating thereto that is owned by the Seller (for the avoidance of doubt any Third Party Content (as defined below) shall not be part of the Purchased Assets, but shall be assigned to Buyer pursuant to Section 2.08 below);

(c) the datpiff Youtube channel, which is located at: https://www.youtube.com/channel/UC2SfCLE_jQgPwXQCWqwVIEw, including all content and underlying intellectual property relating thereto that is owned by the Seller (for the avoidance of doubt any Third Party Content (as defined below) shall not be part of the Purchased Assets, but shall be assigned to Buyer pursuant to Section 2.08 below);

(d) any and all social media platforms and content relating to the Purchased Assets, including but not limited to facebook, Instagram, snapchat, twitter and any other social media accounts related to the Purchased Assets;

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(f) all Intellectual Property Assets set forth in Section 4.04 of the Disclosure Schedules;

(g) all of Seller’s rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

Redacted

(i) the right to all future income, royalties, receivables, damages and payments due with respect to the Intellectual Property Assets, including rights to damages and payments for past, present or future infringements or misappropriations thereof; and

(j) all goodwill associated with any of the assets described in the foregoing clauses.

Redacted

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Section 4.04 Intellectual Property.

(a) Section 4.04(a) of the Disclosure Schedules contains a correct, current and complete list of: (i) all Intellectual Property Registrations, specifying as to each, as applicable: the title, mark, or design; the jurisdiction by or in which it has been issued, registered or filed; the patent, registration or application serial number; the issue, registration or filing date; and the current status; (ii) all unregistered Trademarks included in the Intellectual Property Assets; (iii) all proprietary Software included in the Intellectual Property Assets; and (iv) all other Intellectual Property Assets that are used or held for use in the conduct of the Purchased Assets as currently conducted or proposed to be conducted. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing. Seller has provided Buyer with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations.

(b) Section 4.04(b) of the Disclosure Schedules contains a correct, current and complete list of all Intellectual Property Agreements. Seller has provided Buyer with true and complete copies (or in the case of any oral agreements, a complete and correct written description) of all such Intellectual Property Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each Intellectual Property Agreement is valid and binding on Seller in accordance with its terms and is in full force and effect. Neither Seller nor any other party thereto is, or is alleged to be, in breach of or default under, or has provided or received any notice of breach of, default under, or intention to terminate (including by non-renewal), any Intellectual Property Agreement.

(c) Except as set forth in Section 4.04(c) of the Disclosure Schedules, Seller is the sole and exclusive legal and beneficial, and with respect to the Intellectual Property Registrations, record, owner of all right, title and interest in and to the Intellectual Property Assets, and has the valid and enforceable right to use all other Intellectual Property used or held for use in or necessary for the conduct of the Purchased Assets as currently conducted or as proposed to be conducted, in each case, free and clear of Encumbrances other than Permitted Encumbrances. Seller has entered into binding, valid and enforceable written Contracts with each current and former employee and independent contractor who is or was involved in or has contributed to the invention, creation, or development of any Intellectual Property during the course of employment or engagement with Seller whereby such employee or independent contractor (i) acknowledges Seller's exclusive ownership of all Intellectual Property Assets invented, created or developed by such employee or independent contractor within the scope of his or her employment or engagement with Seller; (ii) grants to Seller a present, irrevocable assignment of any ownership interest such employee or independent contractor may have in or to such Intellectual Property; and (iii) irrevocably waives any right or interest, including any moral rights, regarding such Intellectual Property, to the extent permitted by applicable Law.

(d) Neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated hereunder, will result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Buyer's right to own or use any Intellectual Property Assets or any Intellectual Property subject to any Intellectual Property Agreement.

(e) All of the Intellectual Property Assets are valid and enforceable, and all Intellectual Property Registrations are subsisting and in full force and effect. Seller has taken all necessary steps to maintain and enforce the Intellectual Property Assets and to preserve the confidentiality of all Trade Secrets included in the Intellectual Property Assets, including by requiring all Persons having access thereto to execute binding, written non-disclosure agreements.

(f) The conduct of the Purchased Assets as currently and formerly conducted and as proposed to be conducted, including the use of the Intellectual Property Assets and the Intellectual Property licensed under the Intellectual Property Agreements in connection therewith, and the products, processes, and services of the Purchased Assets have, to the best of Seller's Knowledge, not infringed, misappropriated, or otherwise violated and will not infringe, misappropriate, or otherwise violate the Intellectual Property or other rights of any Person. To the best of Seller's Knowledge, no Person has infringed, misappropriated, or otherwise violated any Intellectual Property Assets or the Intellectual Property licensed under the

Intellectual Property Agreements.

(g) There are no Actions (including any opposition, cancellation, revocation, review, or other proceeding) settled, pending or, to the best of Seller's Knowledge, threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, or other violation of the Intellectual Property of any Person by Seller in the conduct of the Purchased Assets; (ii) challenging the validity, enforceability, registrability, patentability, or ownership of any Intellectual Property Assets; or (iii) by Seller or any other Person alleging any infringement, misappropriation, or violation by any Person of any Intellectual Property Assets. Seller is not aware of any facts or circumstances that could reasonably be expected to give rise to any such Action. Seller is not subject to any outstanding or prospective Governmental Order (including any motion or petition therefor) that does or could reasonably be expected to restrict or impair the use of any Intellectual Property Assets.

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Section 4.06 **Title to Purchased Assets.** Seller has good and valid title to, or a valid leasehold interest in, all of the Purchased Assets. All such Purchased Assets (including leasehold interests) are free and clear of Encumbrances except for those items listed in Section 4.06 of the Disclosure Schedules (collectively referred to as "**Permitted Encumbrances**").

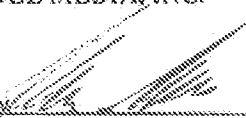
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER

IDLE MEDIA, INC.

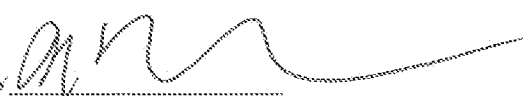
By 

Name: Marcus Frasier

Title: President

BUYER

MediaLab.AI, Inc.

By 

Name: Michael Heyward

Title: Chief Executive Officer

DISCLOSURE SCHEDULES

Effective Date: September 25, 2019

Seller: Idle Media, Inc., a Nevada corporation



Section 4.04(a) IP Registrations:

- DATPIFF (US Reg. No. 4747188) CL 025
- DATPIFF (logo) (US Reg. No. 4844538) CL 025, 035 & 041
- DATPIFF (US Reg. No. 4849831) CL 035 & 041

- DATPIFF (US Reg. No. 4134616) CL 038 & 042
- DATPIFF (IR No. 1246723) CL 025 – EU Designation
- (Application). DATPIFF (Canada App. No. 1918306) – CL 009, 025, 035, 038, 041, 042, & 045

Section 4.04(b) IP Agreements: None

Section 4.04(c) IP Licenses: None

Section 4.06 Permitted Encumbrances: None

Section 10.02 Notice Addresses:

If to Seller:

216 S. Centre Ave.

Leesport, PA 19533

Redacted

If to Buyer:

1237 7th Srteet

Santa Monica, CA 90401

Facsimile: []

E-mail: []

Attention: []