

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639910

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|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Mailing Services of Pittsburgh, Inc. dba Simply Written | | 04/15/2021 | Corporation: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | PlanetArt, LLC | | |
| Street Address: | 23801 Calabasas Road | | |
| City: | Calabasas | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91302 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4938492 | SIMPLY WRITTEN | |
| 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> | | | |
| Phone: | 9142220774 | | |
| Email: | lholzman@cm.law | | |
| Correspondent Name: | Lara A. Holzman | | |
| Address Line 1: | 13101 Preston Road, Ste. 110-1520 | | |
| Address Line 2: | Culhane Meadows PLLC | | |
| Address Line 4: | Dallas, TEXAS 75240 | | |
| NAME OF SUBMITTER: | Lara A. Holzman | | |
| SIGNATURE: | /lah/ | | |
| DATE SIGNED: | 04/16/2021 | | |
| Total Attachments: 13 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of April 15, 2021 (the "Effective Date"), is made by Mailing Services of Pittsburgh, Inc., a Pennsylvania Corporation with an address at 155 Commerce Drive, Freedom, Pennsylvania 15042 dba Simply Written and dba BlueSky ETO and dba MSP (collectively "Seller"), in favor of PlanetArt, LLC, a Delaware limited liability company, with an address at 23801 Calabasas Road, Calabasas, California 91302 ("Buyer") for the purchase of certain assets of Seller.

WHEREAS, Seller and Buyer are parties to that certain Assignment Agreement and Bill of Sale dated as of April 15, 2021 (the "Agreement");

WHEREAS, Seller is the owner of, or purports to own, in whole or in part, the common law trademarks, trademark registrations, patent applications, patents, unregistered copyrights, website content, social media pages and accounts, domain name registrations for simplywritten.com and HANDWRITING.IO and other assets listed on Schedules A, B, C and D (collectively, the "Intellectual Property"); and

WHEREAS, pursuant to the Agreement, Seller has agreed to sell, assign, transfer and convey to Buyer all of its right, title and interest in and to the Intellectual Property, free and clear of all encumbrances, including, without limitation, contractual rights of any third party, and Buyer has agreed to accept such transfer and assignment as set forth in the Agreement.

NOW, THEREFORE, pursuant to the Agreement and in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, free and clear of all encumbrances, including, without limitation, mortgage, pledge, lien, charge, security interest, claim, contractual right or other encumbrance of or by any third party, and Buyer purchases, acquires and accepts from Seller, all of Seller's right, title and interest in and to all of the Intellectual Property, along with all income (but not including any accounts receivable owed by Seller's customers, which will remain the property of Seller), royalties, damages and payments due or payable with respect thereto (including the right to sue and recover for past, present or future infringements or misappropriations thereof and damages associated therewith).

A. Specifically with regard to the common law trademarks, and trademark registrations listed on Schedule A, Seller does hereby sell, assign, transfer and convey to Buyer any and all right, title and interest therein and thereto the trademarks together with the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, along with all rights of action accrued and to accrue under and by virtue thereof, including, without limitation, the right to sue and recover for past, present or future infringements or misappropriations of such trademarks and damages associated therewith.

B. Specifically with regard to the patent applications and patents listed in Schedule B, Seller does hereby sell, assign, transfer and convey to Buyer all right, title and interest therein and thereto, and in and to any and all direct and indirect divisions, continuations and continuations-

in-part of such applications, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of such Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, including, without limitation, the right to recover for past infringements, the same to be held and enjoyed by Buyer, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Seller, had this sale and assignment not been made.

C. Specifically with regard to the unregistered copyrights, website content, social media pages and accounts listed in Schedule C, Seller does hereby sell, assign transfer and convey unto Buyer all right, title and interest therein and thereto in the United States and throughout the world, along with: (i) all source code, object code, technical documentation, formulas, ideas, concepts, mask works, methods, know-how, processes, devices, and the like related to such copyrights, whether or not protectable under law, including, without limitation, the Golang source code for the rendering engine included as a part of such copyrights and all its related databases and data files, the source code for the SimplyWritten website included as a part of such copyrights, the source code for the Handwriting API included as a part of such copyrights, and the GitHub repository maintained by Seller historically containing all source code referenced herein; and (ii) the right to sue and recover for past, present or future infringements or misappropriations thereof and damages associated therewith and the assignment (or if not assignable, a full and complete waiver of) any moral rights it may possess with regard to such copyrights. On the Effective Date, Seller will provide to Buyer the user name(s) and password(s) to administer and control the social media pages and accounts listed in Schedule C; and Seller thereafter will neither any longer retain or attempt to access to any administrative rights to such pages and accounts nor sign on to or make any changes thereto.

D. Specifically with regard to the domain name registrations listed on Schedule D, Seller does hereby sell, assign, transfer and convey to Buyer all of its right, title and interest therein and thereto, including, without limitation, all registrations for the domain names, together with the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, and all rights of action accrued and to accrue under and by virtue thereof, including, without limitation, the right to sue and recover for past, present or future infringements or misappropriations of such trademarks and damages associated therewith. Within ten (10) Business Days following the date of this Assignment, Seller will execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of such domain names to Buyer and cause the domain names to be registered and enable Buyer to register the domain names in the name of Buyer with the domain name registry(ies) designated by Buyer. Assignor hereby acknowledges and agrees that each of the domain names will be deemed transferred only when: (i) the Registrar(s) has/have confirmed the transfer thereof in accordance with its/their procedures therefor; (ii) the applicable WHOIS database identifies Buyer as the registrant thereof; and (iii) Buyer has administrative and technical access thereto, and sole control thereover. Seller agrees to cooperate with and work with Buyer to effectuate the transfers of the domain names as reasonably determined by Buyer to effectuate a full, smooth and efficient transfer of the domain names.

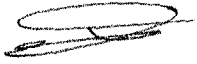
2. Recordation. Seller hereby requests, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office, and the patent, trademark and copyright offices of any other jurisdiction(s) in which the Intellectual Property may be registered to record this Assignment and to issue all registrations and renewals for the Intellectual Property to Buyer in accordance with the terms of this Assignment. Buyer will be responsible for the preparation and recording of all assignment documents required to complete such assignments.

3. Assignment Agreement and Bill of Sale. This Assignment is subject in all respects to the terms and conditions of the Agreement, and nothing herein, express or implied, is intended to or will be construed to modify, expand or limit in any way the covenants, representations and/or warranties contained in the Agreement. If the terms of this Assignment conflict with the terms of the Agreement, then the terms of the Agreement will govern.


4. Miscellaneous. The captions in this Assignment are for convenience only and will not be deemed to affect the provisions themselves. This Assignment may be executed in counterparts, each of which will constitute a duplicate original of the same instrument. No waiver, amendment or modification of this Assignment will be effective, except pursuant to a signed written instrument, and any such waiver, amendment and/or modification will be effective only in/for the specific instance/purpose stated in such writing. If any portion of this Assignment is held invalid or unenforceable, it will be deemed modified so as to make it valid and enforceable, consistent with the parties' manifest intentions, or if it cannot be so modified, will be deemed stricken, with the remaining portions of this Assignment in full force and effect. This Assignment and the Agreement constitute the entire understanding and agreement, and supersede any and all prior or contemporaneous representations, understandings and agreements, between the parties with respect to the subject matter of this Assignment, all of which are merged in this Assignment and the Agreement. Nothing contained in this Assignment will be deemed to create, or be construed as creating, any third-party beneficiary right, in any manner. Except as otherwise provided in this Assignment, all rights and remedies in this Assignment, or otherwise, will be cumulative.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

SELLER:
Mailing Services of Pittsburgh, Inc.

By: 
Its: EXECUTIVE VICE PRESIDENT

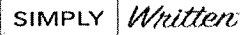

BUYER:
PLANETART, LLC

By: 
Its: CEO

Schedule A

Common Law Trademarks and Trademark Registrations

Common Law Trademarks

| | |
|--|---|
| SIMPLY WRITTEN Logo |  |
| Handwritten Business Notes For A Connected World | |
| Handwriting.io Logo |  |

All other common law trademarks, service marks, logos, and other similar designations for SIMPLYWRITTEN.COM and HANDWRITING.IO.

Trademark Registrations

| MARK | Reg. No. | Owner | Territory |
|----------------|-----------|--------------------------------------|-----------|
| SIMPLY WRITTEN | 4,938,492 | Mailing Services of Pittsburgh, Inc. | US |

Schedule B

Patent Applications and Patents

Patent Applications

- EP3555809*
- CA3042505*

Patents

- US8351700
- US8699794
- US9886626
- US9934422

* All application fees, maintenance fees, requests for examination and other expenses incurred in such applications that are due after the Effective Date will be the sole responsibility of Buyer.

Schedule C

Unregistered Copyrights, Website Content, and Social Media Pages and Accounts

Unregistered Copyrights

- Handwriting API
- Each of the 209 handwriting files currently public on the API and digitized and stored by Seller in GOB format and listed on the attached Appendix 1.
- Additional handwriting files of approximately 1,000 digital GOB format files of handwritings digitized and stored by Seller in GOB format

Website Content

- All website content, as well as the associated log in information, for simplywritten.com and HANDWRITING.IO.

Social Media Pages and Accounts

- All social media accounts, including but not limited to Facebook, Twitter, LinkedIn, and GitHub as well as the associated log in information, for simplywritten.com and HANDWRITING.IO.

Appendix 1 to Schedule C
Handwriting Files:

| Id | title |
|---------------------|--------------|
| 86896466039144400 | Molly |
| 1626926006319180000 | Kirbyfont |
| 1087043758278570000 | Hale-Spanish |
| 212263878648660000 | Banker |
| 212263876819944000 | Allen |
| 465930558275322000 | Deborah |
| 321018599458210000 | Dumont |
| 321018584870420000 | Weller |
| 212263877180654000 | Ludlow |
| 268794684740993000 | Barrow |
| 321018558890901000 | Bartlett |
| 321018551643144000 | Ryder |
| 321018555267023000 | Newport |
| 268796139208180000 | Stone |
| 268796028814098000 | Arthur |
| 321018592176898000 | Forbell |
| 321018577555554000 | Hopkins |
| 321018586690748000 | Bedford |
| 321018569947087000 | Merril |
| 321018543573303000 | Whitman |
| 321018544756097000 | Melba |
| 321018608887005000 | Dover |
| 218792652227740000 | Harrow |
| 321018573914898000 | Sutter |
| 321018603115643000 | Fillmore |
| 313000628756414000 | Baisley |
| 321018605808386000 | Tehama |
| 321018562623832000 | Montauk |
| 321018595725279000 | Canton |
| 321018581221376000 | Barberry |
| 321018560753172000 | Knapp |
| 321018606991180000 | Barlow |
| 321018588519465000 | Haring |
| 321018566281265000 | Nova |
| 321018611571360000 | Oxford |
| 268795924543701000 | Rivington |
| 268795041634320000 | Astor |
| 314340677762679000 | Kissena |

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|--------------------|------------|
| 321018570878222000 | Herrick |
| 321018585801556000 | Hyman |
| 321018589417046000 | Lahn |
| 212263879386858000 | Mercer |
| 321018556172992000 | Kimball |
| 321018567229178000 | Dickens |
| 321018563571745000 | Coleridge |
| 321018593946894000 | Cloverdale |
| 218791720245002000 | Juno |
| 314340813691683000 | Elm |
| 321018582152511000 | Exeter |
| 321018568118370000 | Derby |
| 268795959884907000 | Varick |
| 321018603988058000 | Jaffray |
| 314340849225827000 | Byrd |
| 321018578486690000 | Burton |
| 218792564810056000 | Austin |
| 321018609767809000 | Irwin |
| 321018552532336000 | Wyona |
| 321018593040925000 | Falmouth |
| 268796051572392000 | Beekman |
| 314340753318871000 | Juniper |
| 321018612460552000 | Preston |
| 321018574804091000 | Coyle |
| 321018600339013000 | Eaton |
| 212263876526343000 | Mulberry |
| 212263875570041000 | Rector |
| 212263877985960000 | Vestry |
| 212263877063213000 | Lewis |
| 86897846703357900 | Perry |
| 212263878405391000 | Cypress |
| 212263877608473000 | Laight |
| 212263877683970000 | Wooster |
| 212263875746202000 | Cherry |
| 212263876585063000 | Charlton |
| 107633174724477000 | Goldie |
| 212263875444212000 | Madison |
| 212263878053069000 | Morgan |
| 110108669613441000 | Kelly |
| 212263876467622000 | Greene |
| 318726951097336000 | Taaffe |

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|--------------------|----------------|
| 212263876643783000 | Leroy |
| 318727087932309000 | Seneca |
| 212263875687482000 | Chambers Round |
| 110103976069824000 | Trinity |
| 212263876887053000 | Martense |
| 212263877801411000 | Bailey |
| 212263876408902000 | Bristol |
| 212263877927240000 | Cedar |
| 110104033850556000 | Claremont |
| 107633371940651000 | Eastwood |
| 86897846980182000 | Squire |
| 212263876702503000 | Spring |
| 212263877860131000 | Spruce |
| 212263875628761000 | Chambers |
| 212263877373592000 | Walter |
| 212263877549753000 | Soho |
| 212263875511321000 | Pearl |
| 268796079170912000 | Mott |
| 212263876291462000 | Walker |
| 212263877306483000 | Norfolk |
| 268795845145526000 | Broome |
| 268795983834382000 | Worth |
| 212263877491032000 | Warren |
| 86897746098782200 | Winters |
| 212263876350182000 | Reade |
| 110104077454541000 | Whitwell |
| 86897852357279700 | Clara |
| 212263879948895000 | Stockholm |
| 110104121486344000 | Alder |
| 212263878346670000 | Palmetto |
| 212263880016004000 | Pacific |
| 212263878891930000 | Carroll |
| 218792305132307000 | Selfridge |
| 212263877121934000 | Minna |
| 212263878707381000 | Ellery |
| 212263879571407000 | Argyle |
| 212263879193920000 | Vernon |
| 212263878589940000 | Morimer |
| 212263878287950000 | Linden |
| 212263878531220000 | Kingsland |
| 268795877668160000 | Delancey |

| | |
|--------------------|-----------|
| 212263880443823000 | Lorraine |
| 212263878162121000 | Myrtle |
| 212263880225719000 | Vesey |
| 318727241955541000 | Walton |
| 212263879135200000 | Ainslie |
| 218792535340876000 | Alderton |
| 212263879512687000 | Garfield |
| 212263879814677000 | Autumn |
| 318727170258108000 | Peck |
| 218792134197641000 | Loubet |
| 212263878816433000 | Dean |
| 212263880510931000 | Sullivan |
| 212263878464111000 | Laurel |
| 212263879319749000 | Morton |
| 212263877432312000 | Eldridge |
| 218792679633322000 | Archer |
| 212263879688848000 | Hale |
| 218792348081980000 | Sayres |
| 212263878766101000 | Noll |
| 212263879076479000 | Heyward |
| 212263879890174000 | Harman |
| 212263879630128000 | Chester |
| 212263879017759000 | Lafayette |
| 212263879755957000 | Logan |
| 212263880351548000 | Grace |
| 212263880284439000 | Murray |
| 212263878950650000 | Monroe |
| 212263880158610000 | Grove |
| 218792593029333000 | Puritan |
| 212263878220841000 | Fulton |
| 321018571742249000 | Muriel |
| 321018553438306000 | Royce |
| 212263878103401000 | Varet |
| 290419151783068000 | Tilly |
| 268796106685547000 | Hubert |
| 321018546249269000 | Bevy |
| 321018597621104000 | Corbin |
| 212263880074724000 | Crescent |
| 321018590297850000 | Loring |
| 318726837490417000 | Hampton |
| 321018564477714000 | June |

| | |
|--------------------|------------|
| 212263877742691000 | Hudson |
| 321018557078962000 | Huxley |
| 218792814387921000 | Sloane |
| 321018575718449000 | Mulry |
| 268795901760242000 | Irving |
| 268796007062438000 | Maiden |
| 212263879261029000 | Meadow |
| 321018583050092000 | Girard |
| 218792877101155000 | Merrick |
| 212263893345502000 | Imlay |
| 218792845996196000 | Murdock |
| 321018549864759000 | Grattan |
| 321018598518686000 | Hastings |
| 321018576616030000 | Bergen |
| 334014825128526000 | Anne |
| 321018547155239000 | Brighton |
| 321018587579941000 | Lester |
| 321018550779117000 | Georgia |
| 321018569041117000 | Remsen |
| 321018610690556000 | Bassett |
| 321018604877250000 | Fane |
| 212263879445578000 | Willoughby |
| 321018591203819000 | Burnett |
| 218792708355916000 | Yates |
| 321018580281852000 | Olean |
| 321018557976543000 | Diane |
| 321018601261760000 | Langham |
| 360781525408547000 | Keene |
| 321018572656607000 | Martin |
| 321018602234839000 | Amherst |
| 321018607905538000 | Abbey |
| 321018554344276000 | Brewer |
| 212263876945773000 | Leonard |
| 321018583930896000 | Surrey |
| 321018561659142000 | Mayfair |
| 321018579375882000 | Spritz |
| 321018594827698000 | Emmons |
| 321018565366907000 | Linwood |

| | |
|---------------------|------|
| 709403664501965000 | Drew |
| 1642202771828500000 | junk |

| | |
|---------------------|----------|
| 1642204626709110000 | junk |
| 321018548086374000 | Nassau |
| 321018548967178000 | Warsoff |
| 321018596622860000 | Seigel |
| 321018559830425000 | Leheigh |
| 212259614920541000 | Carlisle |
| 212263877004493000 | Willow |
| 212263876761224000 | Chrystie |

Schedule D

Domain Name Registrations

Domain name Registrations , as well as the associated log in information, for simplywritten.com and HANDWRITING.IO.

TADMS:5498172-1 008320-191432

RECORDED: 04/16/2021

**TRADEMARK
REEL: 007258 FRAME: 0676**