

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
I See Me! LLC		07/01/2021	Limited Liability Company: DELAWARE
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2998254	I SEE ME!	
Registration Number:	3495849	MY VERY OWN	
Registration Number:	6044043	BOOK OF US	
Serial Number:	90296244	GIFTED INK	
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:	312-327-3328		
Email:	trademark@amintalati.com		
Correspondent Name:	Amanda Roach, Amin Talati Wasserman LLP		
Address Line 1:	100 S. Wacker Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Amanda Roach		
SIGNATURE:	/Amanda Roach/		
DATE SIGNED:	07/13/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Assignment”), is made effective as of July 1, 2021 (the “Effective Date”), by and between I See Me! LLC, a Delaware limited liability company, whose address is 6216 Baker Road, Suite 110, Eden Prairie, Minnesota 55346 (“Seller”) and PlanetArt, LLC, a Delaware limited liability company, whose address is 23801 Calabasas Road, Calabasas, California 91302 (“Buyer”). Capitalized terms used herein that are defined in the Asset Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Asset Purchase Agreement unless otherwise defined herein. Seller and Buyer may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, Seller and Buyer are, among others, parties to that certain Asset Purchase Agreement dated as of June 30, 2021 (the “Asset Purchase Agreement”);

WHEREAS, pursuant to the Asset Purchase Agreement, the Parties agreed that Seller would transfer and assign to Buyer all Transferred Intellectual Property to Buyer, including the Purchased Patents, Purchased Trademarks and Purchased Copyrights (as defined below), free and clear of any Encumbrances.

NOW, THEREFORE, in consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Assignment and Assumption. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, free and clear of any Encumbrances, and Buyer purchases, acquires and accepts from Seller, all of Seller’s right, title and interest in and to all of the Transferred Intellectual Property, including but not limited to: (a) the patents listed on Schedule A, together with any and all patents and patent applications to which any such patent claims priority, foreign counterparts, any and all renewals, reissuances, continuations, continuations-in-part, divisionals, revisions, extensions, re-examinations, and any legal equivalents thereof in a foreign country, any and all disclosures, and underlying inventions thereto, and any improvements thereto that exist as of the Effective Date (the “Purchased Patents”), (b) the trademark and service mark registrations and pending applications to register trademarks or service marks listed on Schedule B, together with all goodwill related thereto or associated therewith (the “Purchased Trademarks”), (c) the domain name registrations listed on Schedule C, together with all goodwill related thereto or associated therewith (the “Purchased Domain Names”), and (d) the copyright registrations and pending applications to register copyrights, listed on Schedule D (“Purchased Copyrights”), and in each case, along with all income, royalties, damages and payments due, payable or otherwise accrued as of the Closing Date or thereafter with respect thereto (including the right to sue and recover for past, present or future infringements or misappropriations thereof and damages associated therewith). The Parties acknowledge and agree that, pursuant to and on the terms set out in the Asset Purchase Agreement, Buyer is Seller’s successor to the Business to which Purchased Trademarks pertain, and that the Business is ongoing and existing.



2. Recordation. Buyer may record this Assignment with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office, and comparable offices in other jurisdictions throughout the world, and Seller hereby requests each such office to issue all registrations and renewals for the Owned Intellectual Property to Buyer in accordance with the terms of this Assignment.

3. Further Assurances. From time to time after the date hereof, upon the reasonable request of Buyer, Seller shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action as Buyer may reasonably request and at Buyer's sole cost and expense, in order to fully effectuate the purposes, terms and conditions of this Assignment, including (a) cooperation in executing documents requested by Buyer to complete formalities for perfecting the assignment of Transferred Intellectual Property and, as applicable, recordation of the assignment of Transferred Intellectual Property registrations and pending applications with the appropriate governmental authorities, (b) promptly providing all transfer approvals and otherwise complete any online procedures set forth by the registrars of the Purchased Domain Names, in accordance with each such registrar's processes and (c) promptly providing all user name, password and other account information necessary to enable Buyer to assume administrative control over all social media accounts included in the Transferred Intellectual Property.

4. Asset Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement and nothing herein, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Asset Purchase Agreement. This Assignment shall, in all respects, be construed so that none of the Assumed Liabilities are expanded, increased, broadened or enlarged, solely as a result of the execution of this Assignment, and nothing in this Assignment shall be construed to expand, diminish or otherwise modify the scope of Assets or Transferred Intellectual Property for purposes of the Asset Purchase Agreement; provided that, for clarity, all Purchased Patents, Purchased Trademarks, Purchased Domain Names and Purchased Copyrights specifically identified in this Assignment are Transferred Intellectual Property. If the terms of this Assignment conflict with the terms of the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Counterpart signature pages to this Assignment transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

6. Successors and Assigns. The terms and conditions of this Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.



7. Amendment. No amendment, supplement, modification, waiver or termination of this Assignment or any provision hereof shall be binding unless executed in writing by the Party to be bound thereby.

8. Headings. The headings of the sections of this Assignment are inserted for convenience only and shall not be deemed to constitute part of this Assignment or to affect the construction hereof.

9. Choice of Law. This Assignment shall be governed by and construed in accordance with the internal Laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

* * * * *


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

SELLER:

I SEE ME! LLC

By: 
Name: Tom Fernald
Title: Chief Operating Officer

BUYER:

PLANETART, LLC

By: _____
Name: Roger Bloxberg Title:
Chief Executive Officer



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

SELLER:

I SEE ME! LLC

By: _____

Name: _____

Title: _____

BUYER:

PLANETART, LLC

By: *Dany* _____

Name: Roger Bloxberg

Title: Chief Executive Officer



Schedule B

Trademark Applications and Registrations

Country	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date
Canada	I SEE ME!	Registered	1418850	11/19/2008	TMA774732	8/17/2010
Canada	MY VERY OWN	Registered	1418851	11/19/2008	TMA796776	5/6/2011
European Union	I SEE ME!	Registered		2/20/2008	6684104	6/18/2010
European Union	MY VERY OWN	Registered		2/20/2008	6684005	5/31/2010
United Kingdom	I SEE ME!	Registered		2/20/2008	UK00906684104	6/18/2010
United Kingdom	MY VERY OWN	Registered		2/20/2008	UK00906684005	5/31/2010
United States	I SEE ME!	Registered	78/466,029	8/11/2004	2,998,254	9/20/2005
United States	MY VERY OWN	Registered	77/389,541	2/5/2008	3,495,849	9/2/2008
United States	BOOK OF US	Registered	88/510,469	7/11/2019	6,044,043	4/28/2020
United States	GIFTED INK	Pending	90/296,244	11/3/2020	N/A	N/A