

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM700913

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
K. Hart Enterprises, Inc.		01/01/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hartbeat, LLC		
<b>Street Address:</b>	15910 Ventura Blvd., Suite 1500		
<b>City:</b>	Encino		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91436		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5029452	HARTBEAT PRODUCTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3109145880		
<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>			
<b>Phone:</b>	310-312-4246		
<b>Email:</b>	jwood@manatt.com, rrozen@manatt.com, ipdocket@manatt.com		
<b>Correspondent Name:</b>	Jessica A. Wood		
<b>Address Line 1:</b>	Manatt, Phelps & Phillips, LLP		
<b>Address Line 2:</b>	2049 Century Park East, Suite 1700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	68025-031		
<b>NAME OF SUBMITTER:</b>	Jessica A. Wood		
<b>SIGNATURE:</b>	/Jessica A. Wood/		
<b>DATE SIGNED:</b>	01/10/2022		
<b>Total Attachments: 5</b>			
source=2022-01-01 TM Assignment KHE to Hartbeat, LLC#page1.tif			
source=2022-01-01 TM Assignment KHE to Hartbeat, LLC#page2.tif			
source=2022-01-01 TM Assignment KHE to Hartbeat, LLC#page3.tif			
source=2022-01-01 TM Assignment KHE to Hartbeat, LLC#page4.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of January 1, 2022 ("Effective Date"), by and between K. Hart Enterprises, Inc., a California corporation ("Assignor"), and Hartbeat, LLC, a Delaware limited liability company with its principle place of business at 15910 Ventura Blvd., Suite 1500, Encino, California 91436 ("Assignee").

### RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark HARTBEAT PRODUCTIONS & Design, including the trademarks identified in Schedule A, which is attached hereto and incorporated by reference ("Schedule A"), together with all the goodwill associated therewith (collectively, the "HBP Marks");

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of January 1, 2022 (the "Contribution Agreement"), pursuant to which Assignor has agreed to contribute, transfer, assign, and deliver to Assignee all of Assignor's right, title and interest in and to the HBP Marks;

WHEREAS, Assignor and Assignee now seek to consummate the contribution, transfer, and assignment of the HBP Marks;

### AGREEMENT

NOW THEREFORE, pursuant to the terms and subject to the conditions set forth in the Contribution Agreement and in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably contributes, conveys, transfers, assigns and delivers to Assignee (and Assignee's successors and assigns), and Assignee hereby accepts, all of Assignor's rights, title and interest throughout the universe in and to all the HBP Marks including, but not limited to, any and all rights in and to the marks HARTBEAT PRODUCTIONS and/or HARTBEAT to the extent owned by Assignor, which shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor or any affiliate of Assignor, together with the following to the extent they contain the term HARTBEAT and/or are directly related to the HBP Marks:

(a) all trademarks, service marks, trade names, social media pages and accounts, social media handles and user names, brand names, logos, designs, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including expired/cancelled registrations and abandoned applications and intent-to-use applications (and marketing plans and business plans to which the foregoing pertain), all issuances, extensions and renewals of such registrations and applications, and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Assignor;

(b) all rights of any kind whatsoever in any internet domain names, domain names and/or URLs, whether or not trademarks, registered in any top-level domain by any authorized private registrar or governmental entity;

(c) all rights, interests, licenses and agreements to utilize third party rights, title and/or interests;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all benefits, privileges, claims and causes of action, and remedies with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default.

2. Ongoing Cooperation and Further Actions. Upon Assignee's request and at its expense, Assignor will take all reasonable steps and actions, and provide such prompt cooperation and assistance to Assignee (and its successors, assigns and legal representatives) as may be necessary to effect, evidence or perfect the assignment of the HBP Marks (or any assignee or successor thereto) including, but not limited to, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, initiating the transfer of any registered domain names and/or URLs to Assignee, and providing Assignee with the username and passwords for the foregoing. If Assignor fails or refuses to execute such documents within a reasonable time, or cannot be located in a reasonable time period despite Assignee's reasonable efforts, Assignor hereby appoints Assignee (and its successors, assigns and legal representatives) as Assignor's attorney-in-fact, with full power of substitution, having full right and authority in the name of Assignor to act on Assignor's behalf and to execute such documents. Assignor agrees that the foregoing stated powers are coupled with an interest and shall be irrevocable by Assignor.

3. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

4. Entire Agreement. This Assignment and the Contribution Agreement, together with the documents referenced herein and therein, and the attached Schedule A, constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the HBP Marks. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Assignment is subject to the Contribution Agreement and incorporates all of the terms and conditions of the Contribution Agreement. Capitalized terms used but not otherwise defined in this Assignment have the meanings set forth in the Contribution Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Contribution Agreement, the terms and conditions of this Assignment shall govern, supersede and prevail.

5. Counterparts; Delivery. This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. This Agreement may be delivered by electronic mail or by means of a PDF or facsimile machine and any such delivery shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement as of the date first above written.

~~K. HART ENTERPRISES, INC. (Assignor)~~

By: \_\_\_\_\_

Name: Kevin Hart

Title: Authorized Signatory

Date: \_\_\_\_\_

HARTBEAT, LLC (Assignee)

By: \_\_\_\_\_

Thai Randolph, Chief Executive Officer

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this Trademark Assignment Agreement as of the date first above written.

**K. HART ENTERPRISES, INC. (Assignor)**


By: \_\_\_\_\_

Name: Kevin Hart

Title: Authorized Signatory

Date: \_\_\_\_\_

**HARTBEAT LLC (Assignee)**

By:  \_\_\_\_\_  
Thai Randolph, Chief Executive Officer

Date: \_\_\_\_\_