

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Little Orbit LLC		02/28/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Little Orbit Europe Limited		
Street Address:	Merlin House, 4 Meteor Way		
City:	Lee-On-Solent, Hampshire		
State/Country:	UNITED KINGDOM		
Postal Code:	PO13 9FU		
Entity Type:	Private Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5692760	UNSUNG STORY	
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:	3108703977		
Email:	sevag@foundationlaw.com		
Correspondent Name:	Sevag Demirjian, Esq.		
Address Line 1:	4605 Lankershim Blvd., Suite 650		
Address Line 4:	North Hollywood, CALIFORNIA 91602		
NAME OF SUBMITTER:	Sevag Demirjian, Esq.		
SIGNATURE:	/sevag demirjian/		
DATE SIGNED:	04/04/2022		
Total Attachments: 3			
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OP \$40.00 5692760

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made and entered into as of February 28, 2022, by and between Little Orbit, LLC, a California limited liability company and predecessor in interest to Little Orbit, Inc. ("Assignor"), and Little Orbit Europe Limited, a private limited company formed under the laws of England and Wales ("Assignee"), with reference to that certain Bill of Sale ("Bill of Sale") dated as of even date herewith, by and between Assignor and Assignee. Unless otherwise defined in this Assignment, capitalized terms used herein shall have the meanings ascribed to such terms in the License Agreement.

WHEREAS, Assignor is the registered owner of United States Patent and Trademark Office (USPTO) registration number 5692760 for the mark "Unsung Story" in international class 9, including all goodwill relating to the trademark/service mark with respect thereto (collectively, the "Mark"); and

WHEREAS, pursuant to the Bill of Sale, Assignor has agreed to transfer to Assignee its entire right, title and interest in and to the Mark.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Transfer of Mark.** Assignor hereby transfers, conveys, sells and assigns all right, title and interest whatsoever throughout the world in and to the Mark to Assignee in perpetuity (or for the longest period of time otherwise permitted by law).

2. **Further Assurances.** Upon request by Assignee, Assignor shall execute and deliver such further instruments and take such further actions as may be necessary to evidence more fully the transfer to Assignee of ownership of the Mark and goodwill relating thereto.

3. **Warranties.** Assignor represents and warrants that: (a) Assignor is the owner of the Mark; (b) to the knowledge of Assignor, the Mark, as heretofore used by Assignor, does not infringe the rights of any other person or business entity, nor has the use of the Mark by Assignor otherwise entailed any conduct subject to sanctions under the Lanham Act, 15 U.S.C. §1114, or comparable laws of other jurisdictions; (c) to the knowledge of Assignor, no claim of infringement or violation has been threatened or asserted with respect to the Mark and no such claim is pending with respect to the Mark; and (d) Assignor has not entered into any agreement, license, release or order that restricts the right of Assignor or Assignee to use the Mark in any way.

4. **Protection and Defense.** Assignor shall indemnify and hold harmless Assignee from and against any damage or liability, including reasonable attorneys' fees and legal expenses actually incurred and paid by Assignee for or on account of any charge, claim, suit or proceeding that alleges or is based upon any claim of any prior infringement by Assignor of the rights of any third party resulting from Assignor's use of the Mark. Assignee shall give Assignor prompt notice of any such claim and Assignor shall have the right, at its own expense, to participate in the defense thereof with legal counsel of its choice. Assignor's decisions in all such matters shall be final so long as the decisions do not involve or adversely affect Assignee or its licensees, and Assignor shall retain the right to control or resume control of the litigation at any time.

5. **Miscellaneous.**

(a) This Assignment constitutes the entire agreement between the parties hereto with respect to the specific subject matter hereof and supersedes all prior agreements or understandings of any kind with respect to the specific subject matter hereof.

(b) In the event that any provision or part of this Assignment shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

(c) Any modification to this Assignment must be in writing and signed by the parties or it shall have no effect and shall be void.

(d) No party shall be deemed in breach of any provision hereunder unless such party shall have failed to cure such breach within thirty (30) days after receiving notice from the other party advising such party of such breach and requesting that it be cured.

(e) This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(f) No failure by either party to pursue any remedy resulting from a breach of any provision of this Assignment by the other party shall be construed as a waiver of that breach or as a waiver of any subsequent or other breach unless such waiver is in writing and signed by an authorized representative of the non-breaching party.

(g) This Assignment shall be governed in accordance with the laws of the State of California applicable to agreements to be wholly performed therein, without giving effect to its laws governing conflict of laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been signed and delivered by and on behalf of the parties hereto as of the date first set forth above.

“ASSIGNOR”

“ASSIGNEE”

LITTLE ORBIT, LLC (PREDECESSOR-IN-INTEREST TO LITTLE ORBIT, INC.)

LITTLE ORBIT EUROPE LIMITED

By: [Signature]
Name: MATTHEW SCOTT
Its: CEO

By: [Signature]
Name: MATTHEW SCOTT
Its: DIRECTOR

[FORM OF NOTARY FOR ASSIGNOR]

subscribed & Sworn to before me
This 3 day of March, 2022
Diane C. Fulton
Notary Public in & for King County
State of Washington residing at
Woodinville. My Commission expires 2022

